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DECLARATION OF CONDOMINUM OF SEA BROOK PLACE, A CONDOMINUM

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DECLARATION OF CONDOMINIUM OF SEA BROOK PLACE, A CONDOMINIUM

INDEX

		Page
ARTICLE I	Submission of Phase I to the Condominium Act; Name of Condominium; Phases II-IX of the Condominium	A-1
ARTICLE II	Definitions	A-3
'ARTICLE III	Units	A-5
ARTICLE IV	Common Elements	A-6
ARTICLE V	Easements	A-6
ARTICLE VI	Common Expenses and Common Surplus	A-7
ARTICLE VII	Amendment of Declaration of Condominium	A-8
ARTICLE VIII	Voting Rights of Unit Owners	A-9
ARTICLE IX	The Condominium Association	A-9
ARTICLE X	Assessments	1-10
ARTICLE XI	Mortgages of UnitsA	-11
ARTICLE XII	Insurance	-12
ARTICLE XIII	Damage or DestructionA	-14
ARTICLE XIV	Use and Occupancy RestrictionsA	-14
ARTICLE XV	Maintenance and Replacement of Common Elements; Improvements, Additions and Alterations to Common ElementsA	-16
ARTICLE XVI	Maintenance and Replacement of Units A	-17
ARTICLE XVII	Damage to Common Elements by Unit	-17
ARTICLE XVIII	Termination of Condominium	-18
ARTICLE XIX	Developer's Rights	-18
ARTICLE XX	Assignability of Developer's RightsA	- 18
ARTICLE XXI	Project EasementsA-	-18
ARTICLE XXII	NoticesA-	- 19
ARTICLE XXIII	General Provisions	- 20

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DECLARATION OF CONDOMINIUM OF SEA BROOK PLACE, A CONDOMINIUM

RADNOR/JUPITER CORPORATION, a Delaware corporation, (hereinafter referred to as "Developer"), hereby makes this Declaration of Condominium of Sea Brook Place, a Condominium:

ARTICLE I

SUBMISSION OF PHASE I TO THE CONDOMINIUM ACT; NAME OF CONDOMINIUM: PHASES II-IX OF THE CONDOMINIUM

- 1.00 By this Declaration of Condominium, Developer hereby submits to condominium ownership under and pursuant to the Condominium Act of the State of Florida, Chapter 718, Florida Statutes, as the same may be from time to time amended (the "Condominium Act"), that certain 1.46 acre tract of land situate in Palm Beach County, Florida, which is described on Exhibit No. 1 attached hereto and incorporated herein by reference as the "Phase I Land" (said tract of land being hereinafter referred to as the "Phase I Land") together with all improvements situate thereon (the Phase I Land, together with all improvements situate thereon, being hereinafter referred to as "Phase I"). Phase I contains:

 (i) 16 Units (as said term is hereinafter defined) located within 4 separate buildings; and (ii) as part of the Common Elements, the open and landscaped areas, parking areas, and roadway on the Phase I Land, as shown on Exhibit No. 1 attached here to.
- 1.01 The name by which the condominium created by this Declaration of Condominium is to be identified is "Sea Brook Place, a Condominium" (hereinafter referred to as the "Condominium").
- 1.02 By this Declaration of Condominium, Developer also desires to provide, and hereby provides, for the addition of additional phases of development (hereinafter referred to as a "Phase") to Sea Brook Place, a Condominium, as follows:
- A. Developer may, but shall not be required to, add to Sea Brook Place, a Condominium, all or any of the eight tracts of land, situate in Palm Beach County, Florida, which are designated and shown as Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VIII and Phase IX on the Phasing Plan which is a portion of Exhibit No. 1 (the tracts of land shown thereon being hereinafter referred to as the respectively numbered "Phase Land" and such tracts of land with all improvements situate thereon being hereinafter referred to as the respectively numbered "Phase ____");
- B. Phases II-IX shall consist of Units of the general size of the Units of the Phase I Property. The number of Units in each Phase, the number of buildings in each Phase and the latest date for the completion of each Phase and the submission of each Phase to the Condominium Act are as follows:

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Phase II:
                     4 buildings, 16 Units - June 30, 1980.
  (ii)
                     4 buildings, 16 Units - June 30, 1980.
       Phase III:
 (iii) . Phase IV:
                     5 buildings, 20 Units - June 30, 1980.
  (iv) Phase y:
                     5 buildings,
                                    20 Units - June 30, 1980.
                                    24 Units - June 30, 1980.
                     6 buildings,
   (v)
       Phase VI:
  (vi)
       Phase VII:
                     5 buildings,
                                    20 Units - June 30, 1980.
 (vii)
                                    20 Units - June 30, 1980.
24 Units - June 30, 1980.
       Phase VIII:
                     5 buildings,
(viii)
      Phase IX:
                     6 buildings,
```

- C. The general location of the buildings of each Phase is shown on the Phasing Plan which is a portion of Exhibit No. 1. The general size of the Units will be the size of the three bedroom, two and one-half bath and the two bedroom, two and one-half bath Units of Phase I. The number of each type of Unit in the Phases other than Phase I is subject to the discretion of the Developer.
- D. Phases II-IX shall include the open and land-scaped areas, parking areas, roadway and beach walkway, generally shown on the Phasing Plan which is a portion of Exhibit No. 1. Any of the aforesaid areas and facilities shown on the Phasing Plan as included within a particular Phase will not become part of the Condominium unless and until that particular Phase is added to the Condominium by submission to the Condominium Act.
- E. Any or all of Phases II-IX may be added to the Condominium by the recordation in the Official Records of Palm Beach County on or before the respective date set forth in Section 1.02B hereof, of an amendment to this Declaration of Condominium declaring the submission of the particular Phase to condominium ownership under and pursuant to the Condominium Act as a part of Sea Brook Place, a Condominium. The consent or approval of any owner of a Unit or The Sea Brook Place Condominium Association, Inc. shall not be required with respect to any such amendment. Notice of the amendment shall be given to the owners of Units in accordance with the Condominium Act.
- F. Upon the recordation of an amendment as aforesaid, the undivided share of ownership of the Common Elements of the Units forming a part of the Phases previously submitted to the Condominium Act shall be adjusted, and the undivided share of ownership of the Common Elements of the Units forming a part of the Phase submitted by such amendment shall be established in accordance with Section 4.00 of this Declaration of Condominium.
- G. Each Unit Owner (as said term is hereinafter defined), regardless of which particular Phase contains his Unit, shall be entitled to one (1) vote with respect to all matters on which a vote by Unit Owners is to be taken under the Condominium Documents (as said term is hereinafter defined) or under the Condominium Act.
- H. Developer shall have the sole and unrestricted right to determine whether any particular Phase shall be added to the Condominium in the aforesaid manner. If any particular Phase is not added to the Condominium, Developer shall not be obligated to provide or make available to the

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Condominium in any manner all or any portion of any such Phase not added to the Condominium, subject to the provisions of Article XXI of this Declaration of Condominium.

ARTICLE II

DEFINITIONS

- 2.00 When used in this Declaration of Condominium, the following terms (unless the context clearly requires otherwise) shall have the following respective meanings:
- A. "Assessment" means a share of the funds required for the payment of Common Expenses which, from time to time, is assessed against a Unit Owner.
- B. "Board of Directors" means the Board of Directors of the Condominium Association.
- C. "By-Laws" means the By-Laws of the Condominium Association, a copy of which are attached as Exhibit No. 3 to this Declaration of Condominium and incorporated herein by reference, as the same may be from time to time amended.
- D. "Common Elements" means those portions of the Condominium Property not included in the Units, an easement of support in every portion of a Unit which contributes to the support of a building, the utility and cable television lines and facilities which traverse a Unit and serve more than one Unit, and the common party walls which separate Units. The Common Elements are further described in Article IV of this Declaration of Condominium and delineated in the Survey Exhibits.
- E. "Common Expenses" means the expenses for which the Unit Owners are liable to the Condominium Association, as the same are more particularly described in Article VI of this Declaration of Condominium.
- F. "Common Surplus" means the excess of all receipts of the Condominium Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
- G. "Commonly Insured Real Property" means the entirety of the Common Elements and all real property, improvements and fixtures located within, installed in or forming a part of a Unit at the time of the conveyance of a Unit by Developer to a purchaser and all replacements of the foragoing.
- H. "Condominium Act" means and refers to the Condominium Act of the State of Florida (Florida Statutes Chapter 718), as the same may be amended from time to time.
- T. "Condominium Association" means THE SEA BROOK PLACE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which is the entity responsible for the operation of the Condominium.

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- J. "Condominium Documents" means this Declaration of Condominium and the exhibits hereto, as the same may be amended from time to time.
- K. "Condominium Parcel" means a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.
- L. "Condominium Property" means the Land and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.
- M. "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- N. "Developer" means RADNOR/JUPITER CORPORATION, a Delaware corporation, and its successors and assigns.
- O. "Insurance Trust Agreement" means a written agreement between the Condominium Association and a bank having trust powers or a trust company authorized to do business in the State of Florida and with an office in Broward, Dade, or Palm Beach County, as trustee, which shall provide that in the event that the net proceeds payable pursuant to any casualty insurance policy obtained by the Board of Directors pursuant to Article XII hereof as a result of a single occurrence exceed \$10,000, said proceeds shall be paid to said trustee, and held and/or disbursed by said trustee pursuant to the provisions of Article XIII hereof.
- P. "Insurance Trustee" means the trustee named in a currently effective Insurance Trust Agreement.
- Q. "Land" means the Phase I Land (as defined in Article I hereof, together with as much of the Phase II-IX Land (as defined in Article I hereof) as has from time to time been submitted to the Condominium Act as part of Sea Brook Place, a Condominium.
- R. "Manager" means any individual or entity that the Condominium Association has engaged to carry out or to assist the Condominium Association in carrying out its duties and responsibilities.
- S. "Occupant" means the person or persons, other than the Unit Owner, in possession of a Unit.
- T. "Survey Exhibits" means the Surveyor's Certificate; the legal descriptions of and survey of the Phase I Land and the Phase II-IX Land; graphic descriptions of improvements and plot plan thereof; and the Roadway, Beach Walkway and Storm Drainage Easement Plan, all of which are attached as Exhibit No. 1 to this Declaration of Condominium and are incorporated herein by reference. Dimensions and locations of improvements are given on an "as built" basis only for improvements on the Phase I Land. Dimensions and locations of improvements on the Phase II-IX Land are given as presently projected by Developer and are subject to change.

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- U. "Unit" means a part of the Condominium Property which is subject to exclusive ownership. The Units are described in Article III of this Declaration and delineated in the Survey Exhibits.
- V. "Unit Owner" means the owner or owners of a Condominium Parcel.

ARTICLE III

UNITS

- 3.00 Each Unit is identified on the Survey Exhibits by a specific three digit Arabic number, (the "Unit Designation").
- 3.01 Each Unit in Phase I is located and bounded as shown on the Survey Exhibits. As and when any or all or Phases II-IX are added to the Condominium, the Survey Exhibits will be amended and supplemented to provide that each Unit is located and bounded as shown on the Survey Exhibits. The intent of the Survey Exhibits is to delineate the precise perimetrical boundaries of Units. Each Unit shall consist of the interior portion of the Unit, which is that portion of the Unit surrounded by and containing the roof and walls of the building in which the Unit is situate and the exterior portion of the Unit, which is that portion of the Unit, which is that portion of the Unit, which is that portion of the Unit situate outside of the walls and roof of the building in which the Unit is situated.

A. Perimetrical Boundaries of Units:

- (i) Interior Portion of a Unit: The precise perimetrical boundary of the interior portion of a Unit is as shown on the Survey Exhibit and is intended to be (i) the vertical planes formed by the exterior surfaces of the walls, roof, window-frames, windows, sills, doors, door frames and all other exterior surfaces comprising the exterior of the building in which a Unit is situate; and (ii) the vertical planes formed by the interior surfaces of the block common party walls of the building in which a Unit is situate which are the boundaries of a Unit and separate the Unit from adjoining Units.
- (ii) Exterior Portion of a Unit: The precise perimetrical boundary of the exterior portion of a Unit is as shown on the Survey Exhibit and is intended to be (i) the vertical planes formed by the exterior surfaces of the walls of the building which are the boundaries of a Unit and separate the Unit from adjoining Units; (ii) the vertical planes formed by the exterior surfaces of the walls of the building which are the boundaries of the interior portion of a Unit; and (iii) the vertical planes formed by the exterior surface of the wall surrounding the patio area of the Unit.

B. Land and Airspace:

Each Unit includes all of the Land below the perimetrical boundaries of the Unit and all airspace above the perimetrical boundaries of the Unit which is not included within the boundaries of another Unit.

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3.02 Each Unit shall include all Land, building and improvements within its boundaries, excepting the utility and cable television lines and facilities which traverse a Unit and serve more than one Unit, and the common party walls which separate Unit, which lines and party walls are Common Elements pursuant to Section 2.00D hereof.

ARTICLE IV

COMMON ELEMENTS

- 4.00 The Common Elements are located and bounded as shown on the Survey Exhibits. Each Unit shall have appurtenant thereto an equal undivided share of ownership in the Common Elements, expressed as a fraction with a numerator of one and a denominator equal to the number of Units included within the Condominium from time to time. The undivided share of ownership of the Common Elements appurtenant to each Unit of the Condominium consisting of the Phase I Property only is 1/16. The undivided share of ownership of the Common Elements appurtenant to each Unit shall be subject to automatic adjustment upon the addition of each Phase to the Condominium so that the undivided share of ownership of the Common Elements appurtenant to each Unit shall at all times be equal and shall be expressed as the fraction established by the computation described above.
- 4.01 The fee title to each Unit shall include both the Unit and the undivided share of ownership of the Common Elements appurtenant to such Unit and such undivided share of ownership of the Common Elements shall be deemed to be conveyed or encumbered with its respective Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the Unit. Any attempt to separate the fee title to a Unit from the undivided share of ownership of the Common Elements appurtenant to such Unit shall be null and void.

ARTICLE V

EASEMENTS

- 5.00 The Units and Common Elements shall be and hereby are made subject to an easement for such utility services as are desirable or necessary to serve adequately the Condominium Property; including the right to install, lay, maintain, repair, relocate and/or replace any utility lines and/or equipment over, under, or along the Condominium Property; provided that any such easement through a Unit shall not be enlarged or extended beyond its extent on the date of the first conveyance of said Unit by Developer after this Declaration of Condominium is recorded without the consent of the Unit Owner.
- 5.01 Each Unit shall have an easement for structural support from every other Unit.
- 5.02 All of the Condominium Property shall be and hereby is made subject to easements for encroachments which now or nereafter exist caused by settlement or movement of any improvements upon the Condominium Property or caused by minor inaccuracies in the erection, construction, repair or alteration of such improvements, and such easements shall continue until such encroachments no longer exist.

- 5.03 Each Unit Owner, for himself, his family members, agents, guests and invitees, shall have a non-exclusive easement for ingress and egress to and from the public ways over such streets, walks, parking lots and rights of way which are part of the Common Elements and which serve the Units of the Condominium.
- 5.04 The easements set forth in this Article V shall run with the Land and shall be binding upon every Unit Owner and every claimant of the Condominium Property or any portion thereof, or of any interest therein, and their respective heirs, executors, administrators, successors and assigns.

ARTICLE VI

COMMON EXPENSES AND COMMON SURPLUS

- 6.00 The following are hereby designated as Common Expenses:
- A. Expenses for the operation, maintenance, repair or replacement of the Common Elements, including such amounts, if any, as the Board of Directors shall deem necessary to establish reserves for replacement of the Common Elements;
- B. Expenses of the Condominium Association in carrying out its powers and duties;
- C. Expenses of obtaining trash removal service, water and/or sewer service for all Unit Owners if the applicable utility or trash removal companies will not separately charge each Unit therefor;
- D. Expenses of obtaining the following services for use in connection with the operation and maintenance of the Common Elements: electric service; water service; trash removal service; vermin extermination service; security service, storm drainage service, and sewer service, if any;
- E. Premiums on all policies of insurance maintained by the Board of Directors pursuant to Article XII hereof;
- F. Fees or compensation due to any Manager retained by the Condomimium Association;
- G. Such amounts as the Board of Directors deems proper for working capital, general operating reserves, reserves for contingencies and to make up any uncollectible delinquencies in the payment of Assessments;
- H. Fees payable by the Unit Owners to the Division of Florida Land Sales and Condominiums;
- I. Any expense designated as a Common Expense by the provisions of the Condominium Act, this Declaration of Condominium or the By-Laws; and
- Unit Owners. Expenses agreed upon as Common Expenses by all
- 6.01 Except as set forth hereinafter in this Article VI, the Common Expenses shall be shared by, and the Common Surplus shall be owned by, each of the Unit Owners in proportion to each Unit Owner's undivided share of ownership of the Common Elements.

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6.02 A. Notwithstanding the foregoing, Developer has guaranteed that the Assessments for Common Expenses imposed upon Unit. Owners other than Developer shall not increase over a stated dollar amount, said guaranty to be effective for a period (the "Guaranty Period") commencing with the conveyance of the first Unit conveyed by Developer to a party other than Developer and terminating on the first to occur of the following dates:

(i) December 31, 1978;

- (ii) such date as Unit Owners other than Developer shall be entitled to elect not less than a majority of the Board of Directors.
- B. Developer has also agreed to pay any amount of Common Expenses incurred during the Guaranty Period and not produced by Assessments at the guaranteed level receivable from Unit Owners other than Developer. Accordingly, pursuant to Section 718.116(8)(b) of the Condominium Act, Developer shall be excused during the Guaranty Period from any obligation to pay any share of the Common Expenses in respect of those Units owned by Developer.
- C. Except as aforesaid, no Unit Owner may avoid liability for Assessments by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made or otherwise.

ARTICLE VII

AMENDMENT OF DECLARATION OF CONDOMINIUM

- 7.00 Except as provided in Article I hereof, and except as to matters described in Sections 7.01, 7.02 and 7.03 of this Article VII, this Declaration of Condominium may be amended by the affirmative vote of not less than two-thirds (2/3) of the Unit Owners. The vote shall be taken at any regular or special meeting of the Association called and held in accordance with the Bylaws. Such amendment shall be evidenced by a certificate executed by the Condominium Association in recordable form in accordance with the Condominium Act, and a true and correct copy of such amendment shall be mailed by certified mail to the Developer and to all holders of Approved Mortgages (as said term is defined in Article XI hereof). The amendment shall become effective upon the recording of such certificate in the Public Records of Palm Beach County, Florida, provided, however, such certificate shall not be so recorded until thirty (30) days after the mailing of a copy thereof to the Developer and all holders Of Approved Mortgages, unless such thirty (30) day period is waived in writing by Developer and all holders of Approved Mortgages.
- 7.01 Except as provided in Article I hereof, no amendment to this Declaration of Condominium shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the undivided share in the Common Elements appurtenant to any Unit, or change the proportion or percentage by which any Unit Owner shares the

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Owner's voting rights in the Condominium Association unless the Owners of all such Units and the holders of all Approved Mortgages (as said term is defined in Article XI hereof) which are liens upon such Units shall consent in writing thereto.

- 7.02 No amendment to this Declaration of Condominium shall be made which shall, in the judgment of Developer, impair or prejudice the rights or privileges of Developer in any manner without the specific written approval of Developer.
- 7.03 Except as provided in Article I hereof, no amendment to this Declaration of Condominium shall be made which shall materially impair or prejudice the rights, priorities or security of the holder of any Approved Mortgage (as said term is defined in Article XI B 2 hereof) unless the two institutions holding the highest number of Approved Mortgages which are liens upon Units in the Condominium on the date sixty (60) days prior to the date that such amendment is adopted by the Unit Owners shall consent in writing to such amendment.

ARTICLE VIII

VOTING RIGHTS OF UNIT OWNERS

- 8.00 The owner or, if there is more than one owner, the owners collectively of a Unit shall be entitled to one (1) vote with respect to all matters on which a vote by Unit Owners is to be taken under the Condominium Documents or the Condominium Act.
- 8.01 The vote of the owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the owners of the Unit or, if appropriate, by duly authorized officers, partners or principals of the respective legal entity, and filed with the Secretary of the Condominium Association, and such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not filed with the Secretary of the Condominium Association, the vote of the owners of such Unit shall not be considered for any purpose.

ARTICLE IX

THE CONDOMINIUM ASSOCIATION

9.00 The entity responsible for the operation of the Condominium is The Sea Brook Place Condominium Association, Inc., a Florida corporation not for profit. A copy of the Articles of Incorporation of The Sea Brook Place Condominium Association, Inc. is attached as Exhibit No. 2 to this Declaration of Condominium and incorporated herein by reference. A copy of the By-Laws of The Sea Brook Place . Condominium Association, Inc. is attached as Exhibit No. 3 to this Declaration of Condominium and incorporated herein by reference.

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ARTICLE X

ASSESSMENTS

10.00 The Condominium Association, acting through the Board of Directors in accordance with the By-Laws, shall have the power to fix and determine, from to time, the sum or sums necessary and adequate to provide for the Common Expenses, including, but not limited to, such amounts as are necessary for uncollectible Assessments, budget deficits, such reserves as the Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Condominium Act, this Declaration of Condominium or the By-Laws. Assessments sufficient to provide for the Common Expenses shall be made from time to time against each Unit Owner in accordance with Article VI of this Declaration Of Condominium.

10.01 Assessments that are unpaid for over fifteen (15) days after the due date shall bear interest at a rate equal to the lesser of: (i) ten (10%) percent per annum, or (ii) the maximum legal rate permitted under controlling law, from the due date until paid. In the sole discretion of the Board of Directors, a late charge of \$25.00 per Assessment or installment thereof not paid when due may be assessed against a delinquent Unit Owner. Regular Assessments shall be due and payable monthly on the first (1st) of each month, unless the Board of Directors shall otherwise determine. Assessments against Unit Owners of Units in Phases other than Phase I shall be pro rated for the fiscal year in which the Phase becomes a part of the Condominium.

On each Unit for any unpaid Assessments, together with interest thereon, owed by the Unit Owner of such Unit. Reasonable attorney's fees (including fees in appellate proceedings) incurred by the Condominium Association incident to the collection of any Assessment or the enforcement of such lien, together with sums advanced or paid by the Condominium Association in order to preserve and protect its lien, shall be payable by the Unit Owner upon demand and shall be secured by such lien.

10.03 The Board of Directors may take such action as it deems necessary to collect Assessments by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, if it shall so determine. Said Lien shall be effective from and after the recording of a claim of lien as and in the manner provided by the Condominium Act, and shall have the priorities established by said Act. The Condominium Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment Lien, and to apply as a cash credit against its bid all sums due the Condominium Association covered by the lien enforced. In case of such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the Unit Owner and/or Occupant.

10.04 Where the holder of a mortgage of record or other purchaser of a Unit obtains title to a Unit as a result of foreclosure or by deed in lieu of foreclosure, such acquirer

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of title, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Condominium Association pertaining to such Unit, or chargeable to the former Unit Owner of such Unit, which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless such share or Assessment is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, its successors and assigns.

10.05 Any person who acquires an interest in a Unit (except through foreclosure of a mortgage of record or deed in lieu thereof as specifically provided in the paragraph immediately preceding, including, without limitation, persons acquiring title by operation of law, such as purchasers at judicial sales) shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments due and owing by the former Unit Owner have been paid.

10.06 The Condominium Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessment to the Developer, or to any Unit Owner or group of Unit Owners, or to any third party.

ARTICLE XI

MORTGAGES OF UNITS

- 11.00 Any mortgage which is a lien against a Unit and which is recorded after the recording of this Declaration of Condominium shall be subject to the terms and conditions of this Declaration of Condominium and the exhibits hereto, as the same may be amended from time to time, and the holder of any such mortgage and the obligation secured thereby shall have no right:
- A. to participate in the adjustment of losses with insurers or in the decision whether to repair or restore damage to or destruction of the Commonly Insured Real Property; or
- B. to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise except in the event and to the extent that insurance proceeds in excess of the cost of repair or restoration are distributed to Unit Owners pursuant to Article XIII hereof.
- 11.01 Upon written notice to the Secretary of the Condominium Association by the holder of any mortgage which is a lien upon a Unit setting forth the name of such holder, the address of such holder, the date of such mortgage and the Unit upon which such mortgage is a lien, the Secretary of the Condominium Association shall place such information in a register to be maintained for such purposes and such mortgage shall thereupon constitute an "Approved Mortgage" for purposes of this Declaration of Condominium.

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11.02 The provisions of this Article XI shall not apply to any mortgage of any Unit of which Developer is the Unit Owner.

ARTICLE XII

INSURANCE

- 12.00. The Board of Directors shall obtain and continuously maintain:
- Insurance against loss by damage to or destruction of the Commonly Insured Real Property by fire, by such other risks as may be covered by an endorsement for extended coverage, and by flood, in an amount equal to at least eighty percent (80%) of the reasonable replacement value thereof, with a deductible provision in an amount to be determined by the Board of Directors but not to exceed \$5,000.00, payable to the Condominium Association on behalf of all Unit Owners and holders of Approved Mortgages on Units, as their interests may appear: (i) in the event that the net proceeds from any single occurrence do not exceed \$10,000.00, to the Board of Directors, to be held and/or disbursed by the Board of Directors pursuant to the provisions of Article XIII hereof; and (ii) in the event that the net proceeds from any single occurrence exceed \$10,000.00 to the Insurance Trustee to be held and/or disbursed by the Insurance Trustee pursuant to the provisions of Article XIII hereof. Said insurance shall contain a separate loss payable endorsement in favor of the holders of Approved Mortgages on Units modified to make the loss payable provisions in favor of said holders subject and subordinate to the loss payable provisions in favor of the Board of Directors and the Insurance Trustee. With respect to flood insurance, the amount of coverage may be limited to amounts required by and available in accordance with the Flood Disaster Protection Act of 1973.
- B. Comprehensive liability insurance, insuring the Unit Owners, the Condominium Association, the officers and directors of the Condominium Association and any Manager, against liability relating in any way to the ownership and/or use of the Common Elements. Such insurance shall not insure any Unit Owner against liability for injuries to persons or property occurring within the boundaries of his Unit. Limits of liability shall be at least \$1,000,000 for any person injured or killed in any single occurrence, at least \$1,000,000 for any injuries or death sustained by any two or more persons in any single occurrence, and at least \$100,000 for property damage resulting from each occurrence.
- C. Insurance against loss by damage to or destruction of any personal property of the Condominium Association, in such amounts as the Board of Directors shall determine. The Board of Directors shall not obtain insurance against loss by damage to or destruction of the personal property of individual Unit Owners.
- D. Policies of directors and officers liability insurance, insuring the directors and officers of the Condominium Association against personal liability arising in connection with the performance of their duties.

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- 12.01 The insurance to be maintained by the Board of Directors pursuant to Article XII hereof shall comply with the following requirements:
- A. All policies shall be issued by a company licensed to do business in the State of Florida.
- B. Exclusive authority to adjust losses under said policies shall be vested in the Board of Directors or its authorized representative.
- C. In no event shall coverage under said policies be brought into contribution with insurance purchased by individual Unit Owners or the holders of mortgages on Units.
- 12.02 The Board of Directors shall attempt to assure that the insurance to be maintained pursuant to Article XII hereof will provide for the following:
- A. A waiver of subrogation by the insurer as to any claims against the Unit Owners (and members of their households), the Condominium Association, the officers and directors of the Condominium Association, any Manager, and their respective servants, agents and guests;
- B. That said policies cannot be cancelled, invalidated or suspended on account of the conduct of any one or more Unit Owners and in no event can cancellation, invalidation or suspension for any reason be effected without at least ten (10) days' prior written notice to the Board of Directors, to each Unit Owner and to the holders of all Approved Mortgages; and
- C. That any "no other insurance" clause in said policies excludes policies of individual Unit Owners from consideration.
- 12.03 The Board of Directors shall review annually the adequacy of the coverage afforded by the policies maintained pursuant to Article XII hereof, and the President of the Condominium Association shall report the results of said review at each annual meeting of the Unit Owners.
- 12.04 All premiums for the policies of insurance to be maintained by the Board of Directors pursuant to Article XII hereof shall be a Common Expense.
- 12.05 Each individual Unit Owner may obtain insurance at his own expense for his Condominium Parcel, provided, however, that:
- A. Such policies shall contain waivers of subrogation by the insurer as to any claims against the other Unit Owners (and members of their households), the Condominium Association, the officers and directors of the Condominium Association, and any Manager and their respective servants, agents and guests; and
- B. No Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of the Unit Owners, may realize under any insurance policy to be maintained pursuant to Article XII hereof.

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ARTICLE XIII

DAMAGE OR DESTRUCTION

13.00 Any damage to or destruction of any of the Commonly Insured Real Property shall be promptly repaired and restored by the Board of Directors using the proceeds of insurance held by the Board of Directors or the Insurance Trustee for that purpose, and the Unit Owners shall be liable for assessment for any deficiency in such proceeds in proportion to their respective undivided shares in the Common Elements. Unit Owners may apply the proceeds from their individual fire insurance policies, if any, to the share of such Common Expense as may be assessed to them. The Board of Directors shall restore the damaged Commonly Insured Real Property to substantially the same condition as it was immediately prior to the damage. If there is any excess of insurance proceeds over the cost of such repair or restoration, such excess shall be distributed to the Unit Owners in proportion to their respective undivided shares in the Common Elements.

ARTICLE XIV

USE AND OCCUPANCY RESTRICTIONS

- 14.00 Each Unit shall be used only as a single family residence, except that Developer shall have the right to use any Unit owned by Developer for offices, sales offices and samples.
- 14.01 No use or practice shall be permitted in any Unit which will materially increase the rate of insurance on the Condominium Property beyond that to be anticipated from the proper and accepted conduct of otherwise permitted uses hereunder.
- 14.02 No Unit may be combined with any other Unit without the prior written consent of the Board of Directors, which consent shall not be withheld in the event that the Board of Directors determines that said combination will not adversely affect the structural soundness of any building or the use and enjoyment of the Condominium Property by any other Unit Owner.
- 14.03 No Unit may be divided nor may any separate portion thereof be sold or otherwise transferred without the prior written consent of the Board of Directors.
- 14.04 A. For the purposes of this Declaration of Condominium, a "Controlled Property Activity" shall mean and refer to the following activities performed in or upon any portion of a Unit except such activities performed by Developer, its agents, employees, successors and assigns in connection with the construction of structures, buildings, improvements, buildings and/or Units:
- (1) The construction of any building, structure, fence or wall in, on, below or upon a Unit, excepting with respect to the exterior portion of a Unit only, the construction of a swimming pool and associated improvements in and on the exterior portion of a Unit.

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- (2) The reconstruction, repair, refinishing, repainting or alteration of any part of the exterior of any building, Unit, structure, fence or wall or any improvement now or hereafter constructed in, on, or upon the exterior portion of a Unit, excepting only normal maintenance, repair and replacement, which does not result in a change in appearance.
- (3) Any structural modification or alteration of the interior portion of a Unit which affects the structural soundness of the building of which the Unit is a part.
 - (4) The drilling of any well.
- (5) Any activity which disturbs or interferes with utility and/or cable television service lines or facilities serving Units other than the Unit of the person conducting the activity.
- No Controlled Property Activity shall be performed B . unless and until the Unit Owner or other person or entity proposing to perform or have performed such Controlled Property Activity shall have first obtained the written approval thereof from the Board of Directors of the Condominium Association. The Board of Directors may withhold approval of same if it finds for any reason whatsoever that the proposed Controlled Property Activity is incompatible with the general analysis. Board of Directors of the Condominium Association. is incompatible with the general architectural scheme of the Condominium or with the topography of the land of the Unit or the land adjacent thereto, or that the proposed Controlled Property Activity will have an adverse effect upon other Unit Owners in their use and enjoyment of their Units or the Common Elements. Applications for approval of a Controlled Property Activity shall be submitted to the Board of Directors in writing and shall include a complete description of the proposed activity. In the event that the Board of Directors fails to approve or disapprove in writing any application within forty-five (45) days from the date of submission thereof, said application shall be deemed to have been approved. No Unit Owner may erect or permit the erection of any sign, banner or notice in or on his Unit which is visable from outside the interior portion of his Unit, nor shall any radio or television antenna or aerial, clothesline or Other object be attached to or placed upon the exterior portion of any Unit or upon any portion of the Common Elements without the prior written consent in each instance of the Board of Directors.
- 14.05 No person shall use the Condominium Property or any portion thereof in any manner not in accordance with the rules and regulations that are from time to time promulgated by the Board of Directors. The initial Rules and Regulations of The Sea Brook Place Condominium Association, Inc. promulgated by the Board of Directors, are attached as Exhibit No. 4 to this Declaration of Condominium and incorporated herein by reference.

ARTICLE XV

MAINTENANCE AND REPLACEMENT OF COMMON ELEMENTS; IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO COMMON ELEMENTS

- 15.00 Except as specifically provided in this Article XV, the Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority) and the duty and responsibility to maintain all portions of the Common Elements in good order and repair and to make all replacements and renewals necessary to so maintain all portions of the Common Elements.
- 15.Ol Each Unit Owner shall have the sole and exclusive authority and the duty and responsibility to maintain in good order and repair and to make all replacements and renewals necessary to so maintain any piping, ducts, wiring, cables, conduits or utility lines located outside the boundaries of his Unit which serve only his Unit.
- 15.02 The Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority) to make improvements, additions or alterations to the Common Elements (including, but not limited to, landscaping or fencing), and no Unit Owner shall make or contract for any improvements, additions or alterations to any portion of the Common Elements except with the prior written consent of the Condominium Association and upon such terms, conditions and provisions as the Condominium Association shall determine in its sole and absolute discretion. If any Unit Owner shall make or contract for any improvement, alteration or addition to the Common Elements without the prior written consent of the Condominium Association, or violate any term, condition or provision pursuant to which authority to make any such improvement, alteration or addition was granted, the Condominium Association may, in addition to all other remedies to which it may be entitled, and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition, and such Unit Owner shall, upon demand, reimburse the Condominium Association for the entire cost of such removal.
- 15.03 No improvement, addition or alteration to the Common Elements shall be made by the Condominium Association if the cost thereof is in excess of ten (10%) percent of the annual budget of the Condominium for Common Expenses (excluding for these purposes, the budgeted cost of such improvement, addition or alteration) unless authorized by the Board of Directors and ratified by: (i) not less than sixty-seven (67%) percent of the vote of all Unit Owners; and (ii) by Developer so long as Developer holds any Unit for sale in the ordinary course of business. If authorized as aforesaid, the cost of the foregoing shall be assessed as a Common Expense. Where any alterations or additions as aforedescribed are exclusively or substantially exclusively for the benefit of the Unit Owner requesting same, the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owner exclusively or substantially exclusively benefiting and, if more than one Unit Owner requesting such work is benefitted thereby, the Assessment shall be levied in such proportion as may be determined to be fair and equitable by the Board of Directors.

CONTRACTOR DESCRIPTION OF STREET

Where such alterations or additions exclusively or substantially exclusively benefit Unit Owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and ratified by the affirmative vote of not less than seventy-five (75%) percent of the Unit Owners exclusively or substantially exclusively benefiting therefrom; provided, however, that where said Unit Owners are ten or less, the approval of all but one shall be required.

ARTICLE XVI

MAINTENANCE AND REPLACEMENT OF UNITS

16.00 Except as provided in this Article XVI, the Unit Owner of each Unit shall maintain such Unit in good condition and repair at the sole cost and expense of said Owner. In the event that any portion of the Unit is not maintained in good condition and repair and said failure continues for thirty (30) days after written notice of said failure from the Condominium Association to the Unit Owner of same, the Condominium Association, or its duly authorized agents, shall have the right at any time and from time to time, without any liability to any Owner, or other person or entity for trespass or otherwise, to enter upon any part of the Unit to correct the maintenance deficiency. In such event the Owner, or other person or entity responsible for said failure to maintain in good condition and repair, shall reimburse the Condominium Association for all expenses incurred in connection therewith. The aforesaid reimbursable amounts shall be treated in the same manner as Assessments for purposes of collection by the Condominium Association.

16.01 The Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority) and the duty and responsibility to maintain in good order and repair and to make all replacements necessary to so maintain all piping, ducts, wiring, cables, conduits or public utility lines within a particular Unit which serve Units other than the particular Unit or which serve the Unit and other Units in common.

ARTICLE · XVII

DAMAGE TO COMMON ELEMENTS BY UNIT OWNERS

17.00 Should the Condominium Association be required to make any expenditure for the repair or replacement of any portion of the Common Elements because of any damage, destruction or injury thereto (other than ordinary wear and tear) caused by one or more Unit Owners, or the family members, animals, guests, tenants, agents or employees of one or more Unit Owners, the Unit Owner or Unit Owners responsible for such damage, destruction or injury, or whose family members, guests, tenants, agents or employees are responsible for such damage, destruction or injury shall, to the extent that the Condominium Association is not required to maintain insurance to cover the particular damage, destruction or injury, reimburse the Condominium Association for such expenditure.

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ARTICLE XVIII

TERMINATION OF CONDOMINIUM

18.00 The Condominium may be terminated at any time in the manner provided in Section 718.117 of the Condominium Act.

ARTICLE XIX

DEVELOPER'S RIGHTS

- 19.00 Developer shall have the right:
- A. To use any Units owned by Developer for offices, sales offices and samples;
- B. To enter upon the Common Elements with business invitees to show the sample Units and the Common Elements; and
- C. To maintain upon the Common Elements sales information signs and such other signs as Developer shall desire.
 - D. To rent Units owned by Developer.

ARTICLE XX

ASSIGNABILITY OF DEVELOPER'S RIGHTS

20.00 Developer may assign any or all of its rights or privileges reserved or established by this Declaration in favor of Developer to any individual(s) or entity or entities that Developer may choose.

ARTICLE XXI

PROJECT EASEMENTS

21.00 A. Developer hereby declares that the roadway and beach walkway areas shown and designated on the Roadway, Beach Walkway and Storm Drainage Easement Plan which is a part of Exhibit No. 1 of this Declaration of Condominium are and shall be held, transferred, sold, conveyed and occupied (i) subject to the common and reciprocal right and easement of the record title-holders of all or any portion of the Phase I Land, the Phase II Land, the Phase III Land, the Phase VI Land, the Phase IX Land, their heirs, administrators, successors, personal representatives and assigns, for (a) a right-of-way for pedestrian and vehicular ingress, egress and regress; (b) installation, maintenance, repair and replacement of paving and curbing; and (c) use, maintenance, repair and replacement of utility lines and storm drainage lines and associated equipment and facilities installed by or on behalf of Developer, subject to the provisions of Section 21.01 hereof; and (ii) in the event Developer or its assignee acquires title to and develops that certain tract of approximately five (5) acres presently owned by the Town of Jupiter and adjacent to Phase VI (the "Auxiliary Development Parcel"),

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the common right and easement of the record titleholders of all or any portion of the Auxiliary Development Parcel, their heirs, administrators, successors, personal representatives and assigns, for (a) a right-of-way for pedestrian and vehicular ingress, egress and regress; (b) installation, maintenance, repair and replacement of paving and curbing, and (c) use, maintenance, repair and replacement of utility lines and storm drainage lines and associated equipment and facilities installed by or on behalf of Developer, subject to the provisions of Section 21.01 hereof (hereinafter referred to as the "Roadway and Beach Walkway Easement").

- B. Developer hereby declares that the storm drainage areas shown and designated on the aforesaid Roadway, Beach Walkway and Storm Drainage Easement Plan are and shall be held, transferred, sold, conveyed and occupied (i) subject to the common and reciprocal right and easement of the record titleholders of all or any portion of the Phase I Land, the Phase II Land, the Phase III Land, the Phase IV Land, the Phase V Land, the Phase VI Land, the Phase VII Land, the Phase VIII Land and the Phase IX Land; their heirs, administrators, successors, personal representatives and assigns, for use, maintenance, repair and replacement of storm drainage lines and associated equipment and facilities installed by or on behalf of Developer, subject to the provisions of Section 21.01 hereof: and (ii) in the event Developer or its assignee acquires title to and develops the Auxiliary Development Parcel, the common right and easement of the record titleholders of all or any portion of the Auxiliary Development Parcel, their heirs, administrators, successors, personal representatives and assigns, for use, maintenance, repair and replacement of storm drainage lines and associated equipment and facilities installed by or on behalf of Developer or its assignee, subject to the provisions of Section 21.01 hereof, (hereinafter referred to as the "Storm Drainage Easement").
- The maintenance, repair and replacement or each A. part of the areas and improvements of the Roadway and Beach Walkway Easement and the Storm Drainage Easement is and shall be the responsibility of each record titleholder of the land on which such part of the areas and improvements are situated. Each record titleholder shall maintain its respective part of the areas and improvements in good order and repair. Any such areas and improvements situated within a Phase submitted to the Condominium Act and thereby forming a part of Sea Brook Place shall be maintained by the Condominium Association. In the event any person or entity responsible for maintaining an area or improvement hereunder defaults in the performance of its obligation, any other record titleholder entitled to the use of the Roadway and Beach Walkway Easement and/or the Storm Drainage Easement is and shall be entitled, after ten (10) days written notice to the defaulting party, to perform the necessary maintenance and to pursue its remedies at law against the defaulting party for sums expended, or to pursue its remedies in equity to compel performance by the defaulting party.
- B. The Roadway and Beach Walkway Easement and Storm Drainage Easement shall be perpetual.
- C. In the event Developer or its assignee acquires title to and develops the Auxiliary Development Parcel, the record titleholder(s) of the Auxiliary Development Tract snall be responsible for contributing annually to the Condominium Association a pro rata share of the maintenance cost of the roadway, beach walkway and storm drainage areas which are subject to the Roadway and Beach Walkway and the Storm Drainage Easement.

The aforesaid pro rata share shall be based upon the ratio of the number of dwelling units constructed on the Auxiliary Development Tract to the aggregate number of Units comprising the Condominium and the number of dwelling units constructed on the Auxiliary Development Tract. The record titltholder of each dwelling unit constructed on the Auxiliary Development Tract shall be responsible for an equal share of the aforesaid amount to be contributed annually to the Association. If any record titleholder defaults in the payment of its contribution, the Condominium Association shall be entitled to pursue its remedies at law against the defaulting record titleholder.

21.02 Developer, for itself, its successors and assigns, hereby declares and reserves and shall have the right and easement to install and maintain upon, through and under the Common Elements such utility, television and drainage lines, equipment and facilities as Developer, in Developer's sole discretion, shall deem necessary or desirable to be used in connection with the Condominium Property or any property other than the Condominium Property, provided only that the maintenance of such lines, equipment and facilities does not materially and permanently interfere with the uses for which the Common Elements or any portion thereof are intended (the "General Utility Easement"). The General Utility Easement shall be perpetual.

21.03 The Roadway and Beach Walkway Easement, the Storm Drainage Easement and the General Utility Easement reserved and created hereby shall be confirmed by the recordation of a separate easement agreement between Developer and the Condominium Association, which easement agreement shall be recorded in the Official Records of Palm Beach County. The Condominium Association is hereby empowered and authorized to enter into the aforesaid easement agreement.

ARTICLE XXII

NOTICES

22.00 All notices and other communications required or permitted to be given under or in connection with this Declaration of Condominium shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed, by certified mail, return receipt requested, addressed as follows:

To any Unit Owner -

At his place of residence on the Condominium Property, or to such other address as any Unit Owner shall designate by notice to the Condominium Association and the Developer in accordance with this Article;

To the Condominium Association -

1001 South U. S. Highway One, Jupiter, Florida 33458

or to such other address as the Condominium Association shall designate by notice in accordance with this Article to Developer and to all Unit Owners; and

To Developer -

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1001 South U. S. Highway One, Jupiter, Florida 33458

or to such other address as Developer shall designate by notice in accordance with this Article to the Condominium Association and all Unit Owners.

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22.01 The Secretary of the Condominium Association shall maintain a register of current addresses established for notice purposes pursuant to this Article, which register shall be made available for inspection, upon request, to all Unit Owners and

ARTICLE XXIII

GENERAL PROVISIONS

- 23.00 All provisions of this Declaration of Condominium, as the same may be from time to time amended, shall be construed to be covenants running with the Land, and shall be binding upon every Unit Owner and every claimant of the Condominium Property or any portion thereof, or of any interest therein, and their respective heirs, executors, administrators, successors and assigns.
- 23.01 The captions used in this Declaration of Condominium are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration of Condominium.
- 23.02 The provisions of this Declaration of Condominium shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof, unless such invalidity or unenforceability shall destroy the uniform plan which this Declaration of Condominium is intended to create for the operation of the Condominium.

23.03 This Declaration of Condominium shall be governed by and construed according to the laws of the State of Florida.

TLENTAL PROVISIONS

IN WITNESS WHEREOF, RADNOR/JUPITER CORPORATION, a Delaware corporation, has caused this document to be duly executed this day of Th , 1978 .

RADNOR/JUPITER CORPORATION

SIGNED, SEALED AND DELIVERED IN THE

PRESENCE OF:

THIS INSTRUMENT PREPARED BY:

Blank, Rome, Klaus & Comisky Suite 1260, First Federal Building One Southeast Third Avenue Miami, Florida 33131

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STATE OF FLORIDA

COUNTY OF

BEFORE ME. the undersigned authority, personally appeared domes C. MacDonard and Monard Proporties do , to me known to be the President and Secretary of RADNOR/JUPITER CORPORATION who, after being duly cautioned and sworn, deposed and said that they executed the foregoing Declaration of Condominium for the purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this 2nd may , 1978 .

My commission expires: MOTARY FUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES NOV. 4 1981 BONDED THEU GENERAL LINE, UNDERWRITERS

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EXHIBIT NO. 1 TO THE DECLARATION OF CONDOMINIUM OF SEA BROOK PLACE, A CONDOMINIUM

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA SEA BROOK PLACE, A CONDOMINIUM COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgments, personally appeared Jan E. Browning, who after being first duly cautioned and sworn, deposed and says as follows:

- 1. That he is a duly registered land surveyor under the laws of the STATE of FLORIDA, being Surveyor No. 2049.
- 2. The construction of the improvements to comprise Phase I of Sea Brook Place, a Condominium, is substantially complete so that the materials which comprise this Exhibit No. 1 to the Declaration of Condominium of Sea Brook Place, a Condominium, together with the provisions of said Declaration of Condominium describing Phase I of the Condominium Property, are an accurate representation of the location and dimensions of said improvements, and the identification, location and dimensions of the Common Elements and of each Unit can be determined from said materials.

FURTHER AFFIANT SAXETH NAUGHT:

Jan E. Browning Florida Certifica 5/2/73

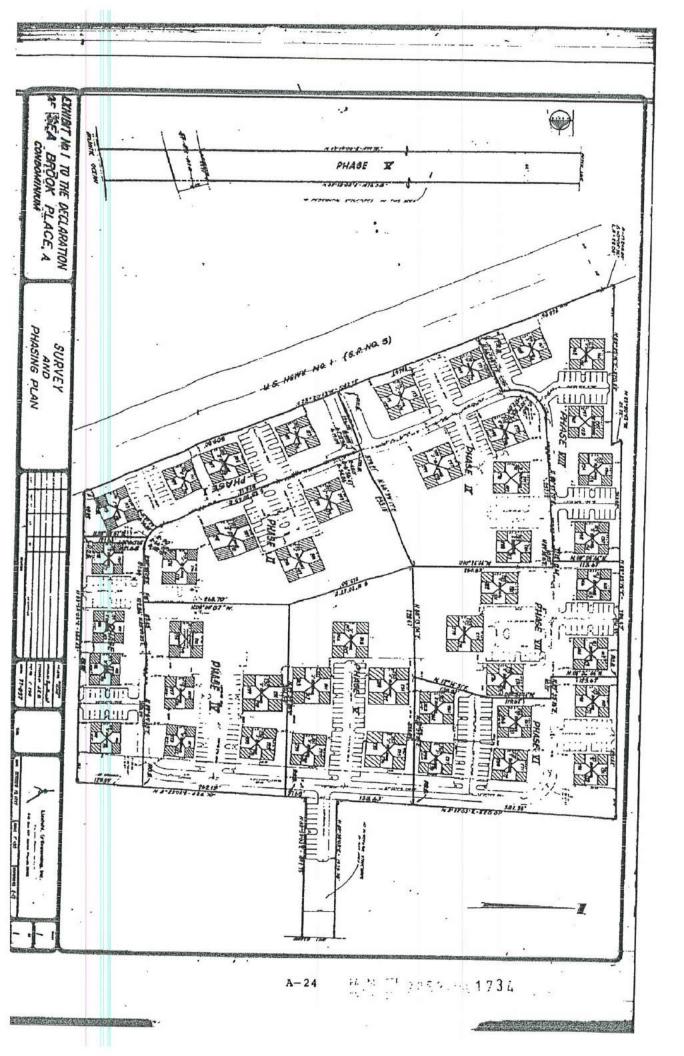
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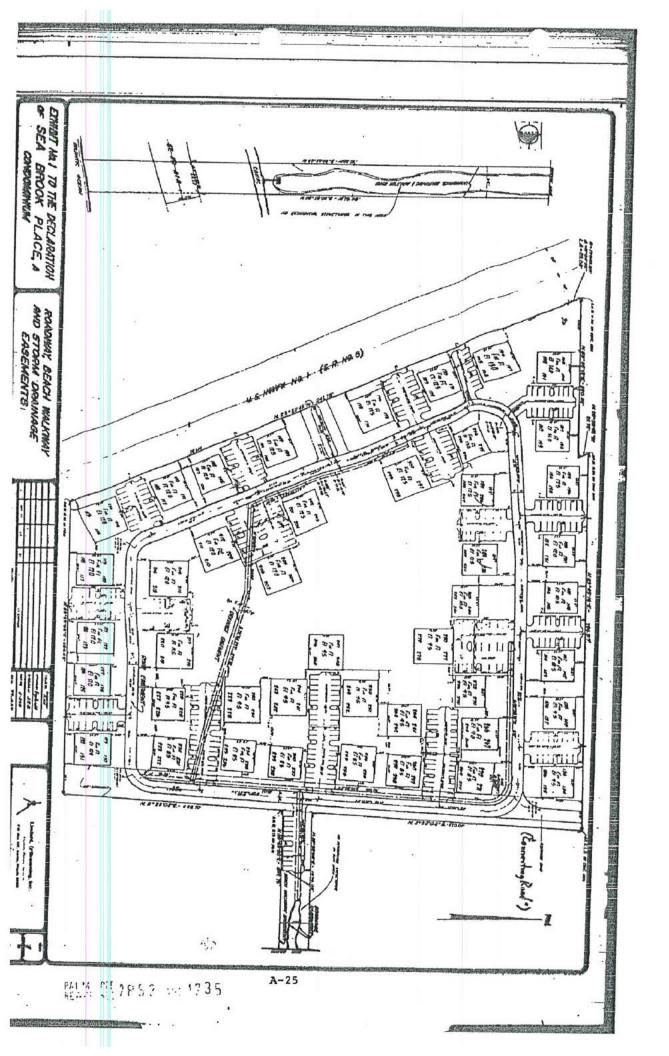
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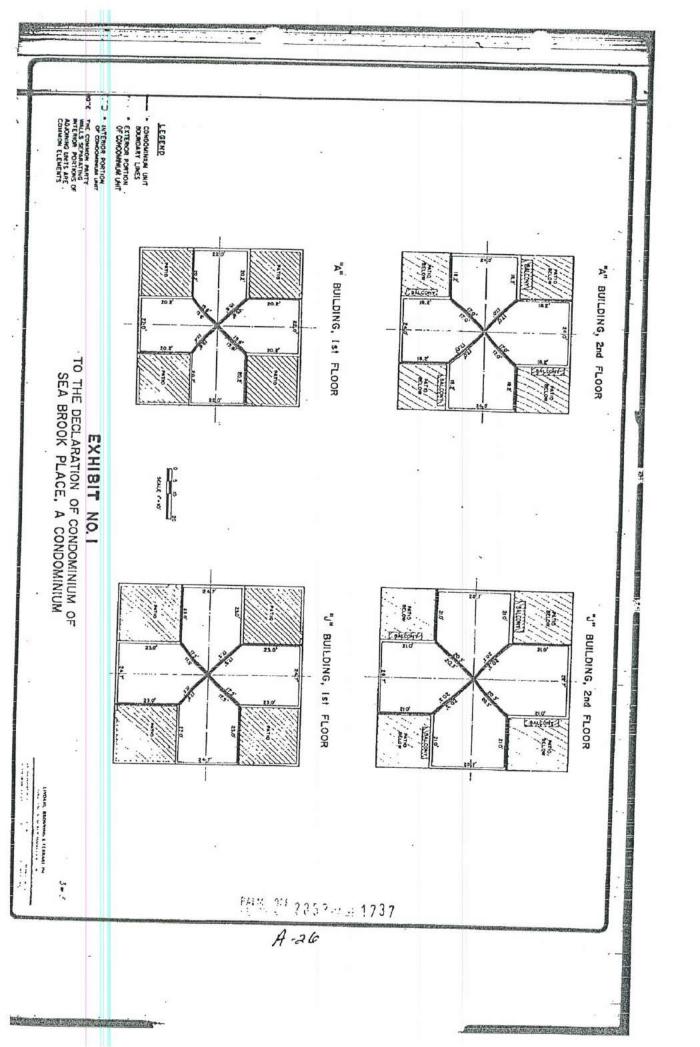




NOTES TO SURVEY AND PHASING PLAN FOR SEA BROOK PLACE, A CONDOMINIUM

- 1. All improvements other than the improvements in Phase I are proposed and have not been completed.
- The approximate height of all proposed buildings is twenty feet and the proposed use is residences.
- 3. All areas, other than areas which comprise the Units, are Common Elements.

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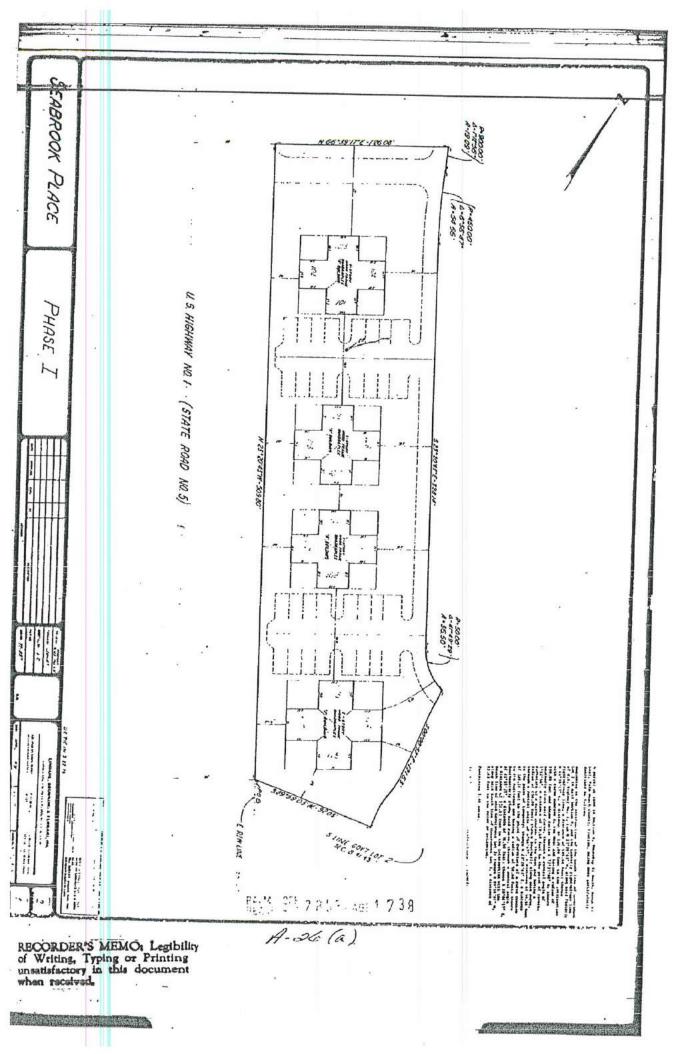


EXHIBIT NO. 1



Lindahl & Browning, Inc.

Engineers Phonners Surveyors

426 West Indiantown Road • P.O. Box 727

Jupiter, Florida 33458 • Phone: (305)746-9248

SEA BROOK PLACE PHASE I

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Beginning at the intersection of the South line of Government Lot 2 in said Section 8, and the Easterly right-of-way line of U.S. Highway No. 1, run N 23°20'43" W, along said Easterly right-of-way line, a distance of 509.80 feet; thence N 66°39'17" E, a distance of 126.08 feet to the intersection with a curve concave to the West and having a radius of 900.00 feet and whose center bears S 72°23'08" W; thence Southerly along said curve, through a central angle of 1°12'56", a distance of 19.09 feet to the point of reverse curvature of a curve concave to the East and having a radius of 450.00 feet; thence Southerly along said curve, through a central angle of 6°56'47", a distance of 54.56 feet to the point of tangency; thence S 23°20'43" E, a distance of 328.14 feet to the point of curvature of a curve concave to the Northeast and having a radius of 50.00 feet; thence Southeasterly along said curve, through a central angle of 41°49'29", a distance of 36.50 feet; thence S 00°00'57" E, a distance of 121.63 feet to the intersection with the South line of said Government Lot 2; thence S 89°59'03" W, along said South line of Government Lot 2, a distance of 92.83 feet to the POINT OF BEGINNING.

Containing 1.46 acres.

77-037 10-13-77 Sheet 1 of 1

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Engineers Planner's Surveyors

426 West Indiantown Red • P.O. 80x 727
Jupiter, Florida 33458 • Phone: (305)748-9248

SEABROOK PLACE PHASE 1 T

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

From the intersection of the South line of Government Lot 2 in said Section 8, and the Easterly right-of-way line of U.S. Highway No. 1, run N 23°20'43" W, along said Easterly right-of-way line, a distance of 509.80 feet; thence N 66°39'17" E, a distance of 126.08 feet to the POINT OF BEGINNING; thence continue N 66°39'17 "E, a distance of 379.21 feet; thence S 18°20'47" E, a distance of 243.30 feet; thence S 00°00'57" E, a distance of 268.7 O feet; thence S 85°09'03" W, a distance of 19.41 feet; thence S 89°59'03" W, a distance of 89.66 feet to the point of curvature of a curve concave to the Northeast and Having a radius of 50 feet; thence Northwesterly along said curve, through a central angle of 66°40'14", a distance of 58.18 feet to the point of tangency; thence N 23°20'43" W, along said tangent line, a distance of 328.14 feet to the point of curvature of a curve concave to the Northeast and having a radius of 450 feet; thence Northwesterly along said curve through a central angle of 6°56'47", a distance of 54.56 feet to the point of reverse curvature of a curve concave to the Southwest and having a radius of 900 feet; thence Northwesterly along the arc of said curve through a central angle of 1°12'56", a distance of 19.09 feet to the POINT OF BEGINNING.

Containing 2.34 acres, more or less.

77-037 10-12-77 Sheet 1 of 1

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Engineers Planners Surveyors

426 West Indiantown Road • P.O. Box 727

Jupiter, Florida 33459 • Phone: (305)746-9-248

SEABROOK PLACE
PHASE III

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

From the intersection of the South line of Government Lot 2, in said Section 8 and the Easterly right-of-way line of U.S. Highway No. 1, run N 89°59'03" E, along said South line of Government Lot 2, a distance of 92.83 feet to the POINT OF BEGINNING; thence continue N 89°59'03" E, along said South line of Government Lot 2, a distance of 491.59 feet to the Southeast corner of said Government Lot 2; thence N 3°23'03" E, along the Easterly line of said Government Lot 2, a distance of 125.89 feet; thence S 89°59'03" W, parallel to the South line of said Government Lot 2, a distance of 285.89 feet; thence S 85°09'03" W, a distance of 102.86 feet; thence S 89°59'03" W parallel to the South line of said Government Lot 2, a distance of 89.66 feet to the point of curvature of a curve concave to the Northeast and having a radius of 50 feet; thence Northwesterly along the arc of said curve, through a central angle of 24°50'45", a distance of 21.68 feet; thence S 00°00'57" E, a distance of 121.63 feet to the POINT OF BEGINNING.

Containing 1.40 acres, more or less.

77-037 10-12-77 Sheet 1 of 1

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Engineers-Planners Surveyors

426 West Indiantown R oad • P.O. Box 727
Jupiter, Florida 33458 • Phone: (305)746-9248

SEA BROOK PLACE PHASE IV

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

From the intersection of the South line of Government Lot 2, in said Section 8 and the Easterly right-of-way line of U.S. Highway No. 1, run N 89°59'03" E, along said South line of Government Lot 2, a distance of 584.42 feet to the Southeast corner of said Government Lot 2; thence N 3°23'03" E, along the Easterly line of said Government Lot 2, a distance of 125.89 feet to the POINT OF BEGINNING; thence continue N 3°23'03" E, along said Easterly line of Government Lot 2, a distance of 262.13 feet; thence S 89°59'03" W, a distance of 384.59 feet; thence S 0°00'57" E, a distance of 268.70 feet; thence N 85°09'03" E, a distance of 83.45 feet; thence N 89°59'03" E, a distance of 285.89 feet to the POINT OF BEGINNING.

Containing 2.27 acres, more or less.

77-037 10-13-77 Sheet 1 of 1

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Engineers Planners Surveyors

426 West Indiantown Road • P.O. Box 727

Jupiter, Florida 33458 • Phone: (305)746-9248

SÉA BROOK PLACE

PHASE V

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

From the intersection of the South line of Government Lot 2 in said Section 8 and the Easterly right-of-way line of U.S. Highway No. 1, run N 89°59'03" E, along said South line of Government Lot 2, a distance of 584.42 feet to the Southeast corner of said Government Lot 2; thence N 3°23'03" E, along the Easterly line of said Government Lot 2, a distance of 388.02 feet to the POINT OF BEGINNING; thence continue N 3°23'03" E, along said Easterly line of Government Lot 2, a distance of 37.68 feet to the intersection with a line 424.95 feet North of and parallel to the South line of Government Lot 1; thence N 89°59'03"E, along said parallel line, a distance of 2093 feet, more or less, to the waters of the ATLANTIC OCEAN; thence meander Northerly along said waters to the intersection with a line 486.95 feet North of and parallel to said South line of Government Lot 1; thence S 89°59'03" W, along said parallel line, a distance of 2082 feet, more or less, to the Easterly line of said Government Lot 2; thence N 3°23'03" E, alony said Easterly line of Government Lot 2; thence N 3°23'03" E, alony said Easterly line of Government Lot 2; thence N 89°39'03" E, alony said Easterly line of Government Lot 2; thence N 89°39'03" E, alony said Easterly line of Government Lot 2; thence S 18°20'47" E, a distance of 243.30 feet; thence S 18°20'47" E, a distance of 243.30 feet; thence N 89°59'03" E, a distance of 384.59 feet to the POINT OF BEGINNING.

LESS HOWEVER, the 66 foot right-of-way for State Road A-1-A. Containing 5.29 acres, more or less.

77-037 10-13-77 Sheet 1 of 1

A-31

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SEA BROOK PLACE PHASE VI

A parcel of land in Section 8, Township 41 South, Rai je 43 East, Palm Beach County, Florida, being more particularly described as follows:

From the intersection of the South line of Government Lot 2, in said Section 8 and the Easterly right-of-way line of U.S. Highway No. 1, run N 89°59'03" E, along said South line of Government Lot 2, a distance of 584.42 feet to the Southeast corner of said Government Lot 2; thence N 3°23'03" E, along the Easterly line of said Government Lot 2, a distance of 626.44 feet to the POINT OF BEGINNING; thence continue N 3°23'03" E, along said Easterly line of Government Lot 2, a distance of 381.38 feet to the intersection with a line being 366.24 feet South of and parallel to the said North line of Section 8; thence S 89°35'16" W, along line, a distance of 281.82 feet; thence S 0°24'44" E, a distance of 123.67 feet; thence N 89°35'16" E, a distance of 119.67 feet; thence S 12°14'51" W, a distance of 138.87 feet; thence N 89°59'03" E, a distance of 246.89 feet to the POINT OF BEGINNING.

Containing 2.16 acres, more or less.

77-037 10-13-77 Sheet 1 of 1

A-32

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SEA BROOK PLACE PHASE VII

A parcel Of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

From the intersection of the South line of Government Lot 2 in said Section 8, and the Easterly right-of-way line of U.S. Highway No. 1, run N 23°20'43" W, along said Easterly right-of-way line, a distance of 1042.73 feet to the point of curvature of a curve concave to the Northeast and having a radius of 17,248.80 feet, said curve also being the Easterly right-of-way line of said U.S. Highway No. 1; thence Northerly along the arc of said curve and along said Easterly right-of-way line, through a central angle of 0°04'36", a distance of 23.08 feet to the intersection with a line being 386.24 feet South of and parallel to the North line of said Section 8; thence N 89°35'16" E, along said parallel line, a distance of 20.33 feet; thence N 23°20'43" W, a distance of 21.72 feet to the intersection with a line being 366.24 feet South of and parallel line, a distance of 241.42 feet to the POINT OF BEGINNING; thence continue, N 89°35'16" E, along said parallel line, a distance of 241.42 feet to the POINT OF BEGINNING; thence continue, N 89°35'16" E, a distance of 123.67 feet; thence N 89°35'16" E, a distance of 40.12 feet; thence S 0°24'44" E, a distance of 119.67 feet; thence S 12°14'51" W, a distance of 138.87 feet; thence S 88°13'0 4" W, a distance of 228.47 feet; thence N 0°24'44" W, a distance of 260.63 feet; thence S 89°35'16" W, a distance of 12.61 feet; thence N 0°24'44" W, a distance of 126.65 feet; thence S 89°35'16" W, a distance of 12.61 feet; thence N 0°24'44" W, a distance of 12.61 feet; thence N 0°24'44" W, a distance of 12.61 feet; thence N 0°24'44" W, a distance of 12.67 feet to the POINT OF BEGINNING.

Containing 2.14 acres, more or less.

77-037 10-13-77 Sheet 1 of 1

A-33



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SEA BROOK PLACE PHASE VIII

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

From the intersection of the South line of Government Lot 2 in said Section 8, and the Easterly right-of-way line of U.S. Highway No. 1, run N 23°20'43" W, along said Easterly right-of-way line, a distance of 794.47 feet to the POINT OF BEGINNING; thence continue N 23°20'43" W, along said Easterly right-of-way line of U.S. Highway No. 1, a distance of 248.26 feet to the point of curvature of a curve concave to the Northeast and having a radius of 17,248.80 feet, said curve also being the Easterly right-of-way line of said U.S. Highway No. 1; thence Northerly along the arc of said curve and along said Easterly right-of-way line, through a central angle of 0°04'36", a distance of 23.08 feet to the intersection with a line being 386.24 feet South of and parallel to the North line of said Section 8; thence N 89°35'16" E, along said parallel line, a distance of 320.33 feet; thence N 23°20'43" W, a distance of 21.72 feet to the intersection with a line being 366.24 feet South of and parallel to said Section 8; thence N 89°35'16" E, along said parallel line, a distance of 241.42 feet; thence S 0°24'44" E, a distance of 123.67 feet; thence S 89°35'16" W, a distance of 27.42 feet; thence S 89°35'16" W, a distance of 27.42 feet; thence S 89°35'16" W, a distance of 27.42 feet; thence S 89°35'16" W, a distance of 123.67 feet; thence S 66°39'16" W, a distance of 112.09 feet; thence S 66°39'17" W, a distance of 120.70 feet to the POINT OF BEGINNING.

Containing 1.88 acres, more or less.

77-037 10-13-77 Sheet 1 of 1

A-34



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SEA BROOK PLACE PHASE IX

A parcel of land in Section 8, Township 41 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

From the intersection of the South line of Government Lot 2 in said Section 8, and the Easterly right-of-way line of U.S. Highway No. 1, run N 23°20'43" W, along said Easterly right-of-way line, a distance of 509.80 feet to the POINT OF BEGINNING; thence continue N 23°20'43" W, along said Easterly right-of-way line of U.S. Highway No. 1, a distance of 284.67 feet; thence N 66'39'17" E, a distance of 120.70 feet to the intersection with a curve concave to the Southeast having a radius of 60 feet and whose center bears N 68°35'00"; thence Northeasterly along said curve, through a central angle of 107'02'20", a distance of 112.09 feet to the point of tangency; thence N 85°37'20" E, along said tangent line, a distance of 257.12 feet; thence N 89°35'16" E, a distance of 40.03 feet; thence S 0°24'44" E, a distance of 260.63 feet; thence S 66'39'17" W, a distance of 379.21 feet to the POINT OF BEGINNING.

Containing 2.99 acres, more or less.

77-037 10-12-77 Sheet 1 of 1

A-35

FAIR MI 2853 PAGE 1747

EXHIBIT NO. 3

BY-LAWS

THE SEA BROOK PLACE CONDOMINIUM ASSOCIATION, INC.

PAIM OFF 2 P 5 3 -455 1 7 6 1

EXHIBIT "D"

FAIM OF 28 53. 46: 1774