

94646

DECLARATION OF CONDOMINIUM

OF

ROYAL VILLAGE TOWNHOUSES, a Condominium

THIS DECLARATION, made this 30<sup>th</sup> day of August, 1974,  
by MICHAEL PAUL & CO., INC., a Florida corporation, herein called  
Developer, for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the  
lands described in this instrument and improvements on such lands  
to the condominiums form of ownership and use in the manner provided  
in Chapter 711, Florida Statutes, hereafter called the Condominium  
Act.

1.1 Name and Address. The name by which this condominium  
is to be identified is ROYAL VILLAGE TOWNHOUSES, a Condominium, and  
its address is 139 Sparrow Drive, Royal Palm Beach, Florida.

1.2 The Land. The lands owned by Developer, which by  
this instrument are submitted to the condominium form of ownership,  
are the following described lands lying in Palm Beach County, Florida:

152.60  
Lots 2, 3, 4 and 5, Block M of THE WILLOWS  
Subdivision, all lying in Section 26, Town-  
ship 43 South, Range 41 East, as recorded in  
Plat Book 29, page 105, official records of  
Palm Beach County, Florida.

which lands are called "the lands."

2. Definitions. The terms used in this Declaration and in  
its exhibits shall have the meanings stated in the Condominium Act  
(\$711.03 F.S.) and as follows, unless the context otherwise requires:

2.1 Apartment means unit as defined by the Condominium  
Act.

2.2 Apartment Owner means unit owner as defined by the  
Condominium Act.

Prepared by & Return to:  
J. Richard Harris, Esquire  
450 Royal Palm Way  
Palm Beach, Florida 33480

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2.3 Association means ROYAL VILLAGE TOWNHOUSES CONDOMINIUM ASSOCIATION, INC., and its successors.

2.4 Common Elements shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

2.5 Common expenses include:

- a. expenses of administration;
- b. expenses of maintenance; operation, repair or replacement of the common elements, and of the portions of apartments to be maintained by the Association;
- c. expenses incurred in the leasing, maintenance, operation, repair and replacement of recreational properties and facilities by the Association;
- d. expenses declared common expenses by the provisions of this Declaration or the By-Laws or declared by the Association to be a common expense.
- e. any valid charge against the condominium property as a whole.

2.6 Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act.

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

2.8 Townhouse means unit as defined in the Condominium Act.

2.9 Utility services as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air condition, and garbage and sewage disposal.

3. Development plan. The condominium is described and established as follows:

3.1 Survey. A survey of the land showing the improvements on it as attached as Exhibit A.

3.2 Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such prepared by GINOCCHIO and SPINA, Architects, AIA, a portion of which plans are attached as the following exhibits:

Floor Plan for 3 Bedroom Townhouse	B-1
Floor Plan for 2 Bedroom Townhouse	B-2
First and Second Floor Plans Building #1	B-3
Foundation Plan Building #1	B-4
First and Second Floor Plans & Foundation Plan, Building #2	B-5
First & Second Floor Plans & Foundation, Building #3	B-6
First & Second Floor Plans & Foundation, Building #4	B-7
First & Second Floor Plans & Foundation, Building #5	B-8
Rear Elevation, Front Elevation, Left Side Elevation, Right Side Elevation	B-9
Two & Three Bedroom Townhouse Sections, Elevations, Foundation plan, and Floor Plan Cabana Building	B-10
Site Plan	B-11

3.3 Amendment of Plans.

a. Alteration of apartment plans. Developer reserves the right to change the interior design and arrangement of all units, as long as Developer owns the units so altered. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned.

b. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, apartment owners or

lienors or mortgagees of apartments or of the condominium, whether or not elsewhere required for an amendment.

3.4 Easements - ingress - egress. Easements are reserved through the condominium property as may be required for utility services in order to serve this condominium adequately and in order to adequately serve the several other condominiums known or to be known as ROYAL VILLAGE TOWNHOUSES and to be constructed and established near this condominium provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

3.5 Improvements - general description.

a. Apartment building. The condominium includes five buildings, each consisting of two floors. Building 1 is the next easternmost building and it contains six two-story, two-bedroom townhouse apartments, and two, two-story, three-bedroom townhouse apartments. Building 2 is the easternmost building and it contains six two-story, two-bedroom townhouse apartments, and two, two-story, three-bedroom townhouse apartments. Building 3 is the Northernmost building and it contains six two-story, two-bedroom townhouse apartments, and two, two-story three-bedroom apartments. Building 4 is the westernmost building and it contains six, two-story, two-bedroom townhouse apartments, and two, two-story, three-bedroom townhouse apartments. Building 5 is the Southernmost building and it contains five two-story, two-bedroom townhouse apartments and two, two-story, three-bedroom townhouse apartments.

b. Other improvements. The condominium includes gardens and landscaping, automobile parking areas, cabana building, pool, and other facilities located substantially as shown upon the plans and which are a part of the common elements.

3.6 Apartment boundaries. Each apartment, which term as used in this subsection concerning boundaries shall include that part of

the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

a. Upper and lower boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper boundary - the horizontal plane of the lower surfaces of the ceiling slab;

(2) Lower boundary - the horizontal plane of the lower surfaces of the floor slab.

b. Perimetrical boundaries. The perimetrical boundaries of the apartment shall be the following boundaries, extended to an intersection with the upper and lower boundaries:

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding an apartment and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the apartment being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. Such boundaries shall include the patio, storage, closet and all areas between the extended walls which divide the apartments one from another.

(2) Interior building walls - the vertical planes of the center line of walls bounding an apartment extended to intersections with other perimetrical boundaries.

3.7 Common Elements. The common elements include the land and all other parts of the condominium not within

the apartments and include but are not limited to the following items as to which the Association shall have the powers indicated:

a. Automobile parking areas and streets. Except as hereinafter provided, the Association shall regulate, control and have full authority with respect to the use of all parking lots, streets, and roadways. Automobile parking will be made available to apartment owners so that the occupants of each apartment will be entitled to one parking space without charge. The Association shall have authority to make reasonable charges for the parking of automobiles in excess of one for each apartment. The Developer may assign specific parking spaces for the use of the occupants of specific apartments. Association may thereafter assign specific spaces or make them available pursuant to the regulations of the Association.

b. Use, Charges. The foregoing and all other common elements shall be available for use by all apartment owners without discrimination. Such use will be without charge except when specifically authorized by this Declaration, except that the Association when authorized by its regulations may charge for the exclusive use of facilities from time to time if such exclusive use is made available to all apartment owners.

4. The Apartments. The apartments are described more particularly and the rights of and obligations of their owners established as follows:

4.1 Building designations.

The next easternmost building is designated as Building 1.  
The easternmost building is designated as Building 2.  
The Northernmost building is designated as Building 3.  
The Westernmost building is designated as Building 4.

The Southernmost building is designated as Building 5.

#### 4.2 Apartment Numbers.

In Building 1, the apartments are numbered 1-A through 1-H, consecutively, commencing on the Southwest end of the building and proceeding Northeasterly. In Building 2, the apartments are numbered 2-A through 2-H, consecutively, commencing on the Southeast end and proceeding Northwesterly. In Building 3, the apartments are numbered 3-A through 3-H, consecutively, commencing on the Southwest end and proceeding Northeasterly. In Building 4, the apartments are numbered 4-A through 4-H, consecutively, commencing on the Southwest end and proceeding Northeasterly. In Building 5, the apartments are numbered 5-A through 5-G, consecutively, commencing on the Northwest end and proceeding Southeasterly.

4.3 Appurtenances to Apartments. The owner of each apartment shall own a share and certain interests in the condominium property, which share and interests are appurtenant to his apartment, including, but not limited to, the following items that are appurtenant to the several apartments as indicated.

a. Common elements and common surplus. The undivided share in the land and other common elements and in the common surplus which are appurtenant to each apartment are as follows:

<u>Apartment</u>	<u>Percentage of Undivided Share</u>	<u>Apartment</u>	<u>Percentage of Undivided Share</u>
1-A	2.75	3-C	2.5
1-B	2.5	3-D	2.5
1-C	2.5	3-E	2.5
1-D	2.5	3-F	2.5
1-E	2.5	3-G	2.5
1-F	2.5	3-H	2.75
1-G	2.5	4-A	2.75
1-H	2.75	4-B	2.5
2-A	2.75	4-C	2.5
2-B	2.5	4-D	2.5
2-C	2.5	4-E	2.5
2-D	2.5	4-F	2.5
2-E	2.5	4-G	2.5
2-F	2.5	4-H	2.75
2-G	2.5	5-A	2.75
2-H	2.75	5-B	2.5
3-A	2.75	5-C	2.5
3-B	2.5	5-D	2.5
		5-E	2.5
		5-F	2.5
		5-G	2.75

b. Automobile parking space. The common elements include parking areas for automobiles of the apartment owners. The Developer may assign specific parking spaces for the use of the occupants of specific apartments. The Association may thereafter assign specific spaces or make them available pursuant to the regulations of the Association.

c. Association Membership. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

4.4 Liability for common expenses. Each apartment owner shall be liable for a proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his apartment. Provided, however, that any lien which may be assessed to any apartment unit for its proportionate share of the common expenses shall be subordinate to the lien of any institutional first mortgagee; provided further, that any institutional first mortgagee in possession of an apartment unit shall not be responsible for payment of assessments for a proportionate share of common expenses nor for prior assessments to the particular unit.

5. Maintenance, alteration and improvement. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as follows:

5.1 Apartments.

a. By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) all portions of an apartment except interior surfaces, contributing to the support of the apartment building, which portion shall include but not be limited to the outside walls of the apartment building and all fixtures on its exterior, boundary walls of apartments, floor and ceiling slabs exclusive of finished surfaces



and plaster, loadbearing columns and loadbearing walls;

(2) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portion of an apartment maintained by the Association; and all such facilities contained within an apartment that service part or parts of the condominium other than the apartment within which contained; and

(3) all incidental damage caused by an apartment by such work shall be repaired promptly at the expense of the Association.

b. By the apartment owner. The responsibility of the apartment owner shall be as follows:

(1) To maintain, repair and replace at his expense, all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners. The apartment owners shall repair and replace all windows, screens, and sliding doors and all parts thereof damaged or destroyed by the occupants of apartments and not by outside sources or acts of God.

(2) To refrain from painting or otherwise decorating or changing the appearance of any portions of the exterior of the building in any manner. Specifically, no terrace, balcony or pation shall be enclosed or altered in any manner whatsoever.

c. Alteration and improvement. Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alteration in the

portions of an apartment or building that are to be maintained by the Association or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the building, or impair any easement without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work with regard to apartments prepared by an architect licensed to practice in this State shall be filed with the Association prior to the start of work.

5.2 Common elements.

- a. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.
- b. Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than 75% of the common elements except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other apartment owners in the shares that their shares in the common elements

bear to each other. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvements.

6. Assessments. The making and collection of assessments against apartment owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1 Share of common expense. Each apartment owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the apartments owned by him.

6.2 Interest; application of payments. Assessments and installments on such assessments paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

6.3 Lien for assessments. The lien for unpaid assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

6.4 Rental Pending Foreclosure. In any foreclosure of a lien for assessments, the owner of the apartment subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

7. Association. The operation of the condominium shall be by ROYAL VILLAGE TOWNHOUSE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit C.

7.2 The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached as Exhibit D.

7.3 Restraint upon assignment of shares in assets. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his apartment.

7.4 Approval or disapproval of matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner of an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

7.5 Additional Condominium. Nothing contained in this Declaration or the corporation charter or By-Laws of the Association shall preclude its operation and administration of other or additional condominiums by the Association, and it is contemplated that the Association shall act as the Condominium Association for other and additional condominiums to be established by the Developer in the same general area.

8. Insurance. The insurance other than title insurance that shall be carried upon the condominium property and the property of the apartment owners shall be governed by the following provisions:

8.1 Authority to purchase, named insured. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the apartment owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited

with the Insurance Trustee. Apartment owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

8.2 Coverage.

a. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, as determined annually by the Board of Directors of the Association.

Such coverage shall afford protection against:

(1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

b. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

c. Workmen's compensation policy to meet the requirements of law.

d. Such other insurance as the board of directors of the Association shall determine from time to time to be desirable.

8.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

8.4 Insurance Trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

a. Common elements. Proceeds on account of damage to common elements - an undivided share for each apartment owner, such share being the same as the undivided share for each apartment owner in the common elements appurtenant to his apartment.

b. Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(1) When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.

(2) When the building is not to be restored - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

c. Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment

owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

8.5 Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

a. Expense of the trust. All expenses of the Insurance Trustee shall be paid first or provision made for such payment.

b. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

c. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be

enforced by such mortgagee.

d. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the apartment owners and their respective shares of the distribution.

8.6 Association as agent. The Association is irrevocably appointed agent for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.7 Notwithstanding anything to the contrary in this paragraph #8, the rights of the construction lender, Citizens and Southern Realty Investors, its successors and assigns, as regards to the Builder's All Risk Completed Value Insurance, or any other hazard insurance, its right to the proceeds thereof shall be governed by the provisions of the Construction Loan Agreement executed by MICHAEL PAUL AND CO., INC., and the Trustees of Citizens and Southern Realty Investors, dated April 25, 1973.

9. Reconstruction or repair after casualty.

9.1 Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

a. Common elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

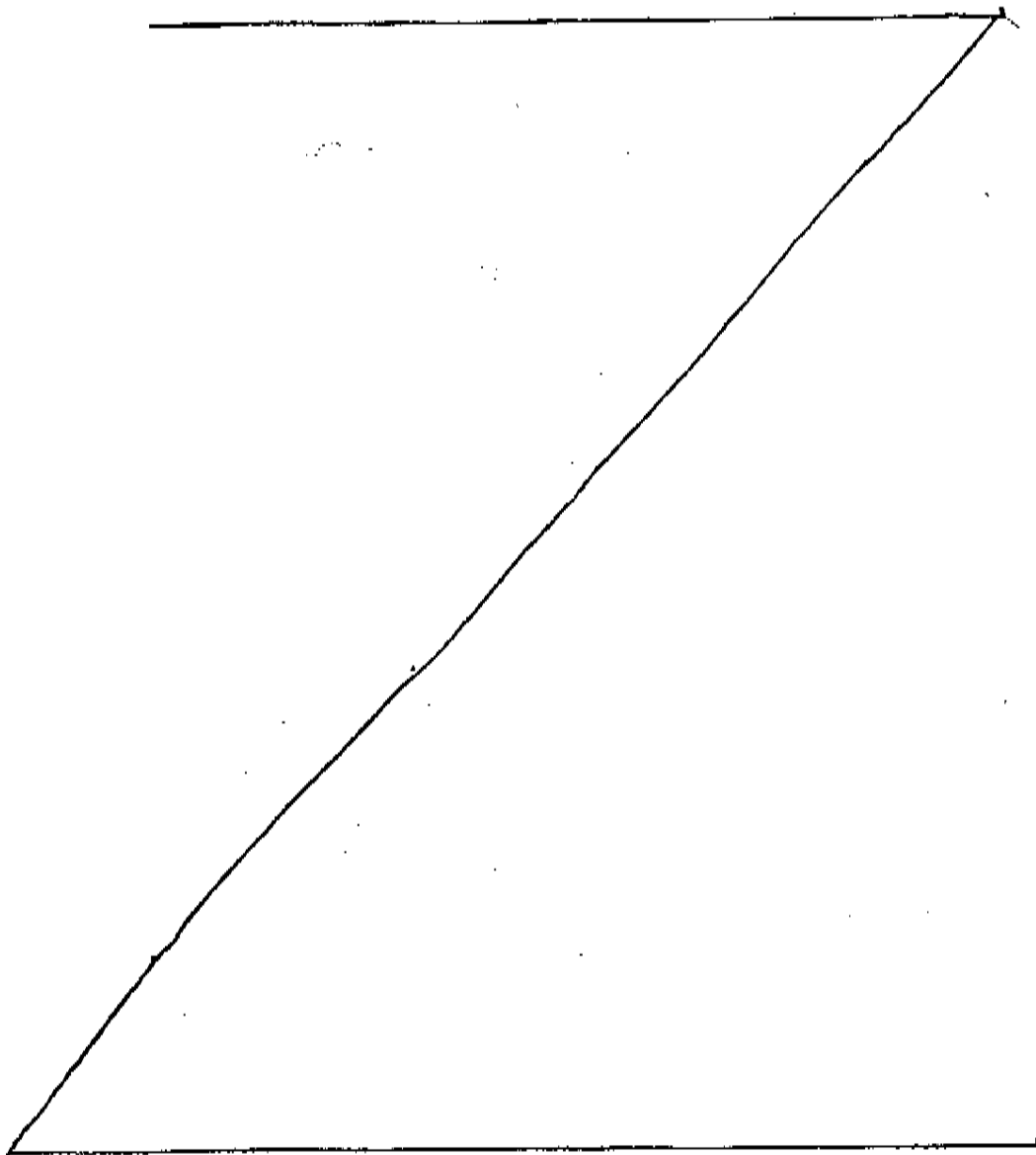
b. Apartment building.

(1) Lesser damage. If the damaged improvement is the apartment building, and if apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged



property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(2) If the damaged improvement is the apartment building, and if apartments to which more than 50%



of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided; unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

(3) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

9.2 Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached as exhibits or, if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

9.3 Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. All such repairs shall be completed without delay. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association

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shall obtain reliable and detailed estimates of the cost to rebuild or repair.

9.5 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

9.6 Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

a. Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

b. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against apartment owners on account of such

casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgagee endorsement as to the apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(4) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owner of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon the approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any and all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further

provided that when the Association, or mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

9.7. Notwithstanding anything to the contrary in this paragraph 9, or paragraph 8, the rights of the construction lender, Citizens and Southern Realty Investors, its successors and assigns, as regards its right to determine whether or not the building will be reconstructed in the event of casualty loss, shall be governed by the provisions of the Construction Loan Agreement executed by Michael Paul & Co., Inc. and the Trustees of Citizens and Southern Realty Investors, dated April 25, 1973.

10. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land.

10.1 Apartments. Each of the apartments shall be occupied only by a family, its servants and guests, as a residence and for no other purpose. Except as reserved to Developer, no apartment may be divided or subdivided into smaller units nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected.

10.2 Common elements. The common elements shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

10.3 Pets. No apartment or portion of the condominium property or any property operated by the Association shall be occupied by any pet animal except dogs not exceeding 24 pounds, cats, tropical fish, or birds in cages. No pet animals shall be allowed outside of an apartment unless leashed or under the direct control and in the presence of the owner thereof. No pet animal shall be allowed to create or cause any disturb-

ance or nuisance of any kind. The owner of any pet shall be liable for any and all damage caused by such animal to any part of the condominium property or any property operated by the Association. In no event shall any pet be allowed at or upon any recreational facilities operated by the Association.

10.4 Loud vehicles or machines. No truck, van, pickup, tractor, motorcycle or loud or noisy vehicle, machine or device shall be used, operated, stored or parked in any apartment, parking area, street, or other portion of the condominium property; provided, however, that this provision shall not preclude the use of delivery trucks or other trucks, equipment or machinery necessary for the maintenance, care or protection of the condominium property.

10.5 Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

10.6 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

10.7 Leasing. After approval by the Association elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee and his family, its servants and guests. No rooms may be rented and no transient tenants may be accommodated.

10.8 Regulations. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

10.9 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property, and the display of signs.

10.10 Notwithstanding anything to the contrary in this paragraph #10, no holder of any mortgage will be subject to any restriction on rental of units, including, but not limited to, age restrictions and rules prohibiting posting of signs.

11.1 Maintenance of community interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each apartment owner covenants to observe:

11.2 Transfers subject to approval.

a. Sale. No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Association except to an existing apartment owner.

b. Lease. No apartment owner may dispose of an apartment or any interest in an apartment by lease without approval of the Association except to an apartment owner.



c. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

d. Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

e. Other transfers. If any apartment owner shall acquire title by any manner not considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

11.2 Approval by Association. The approval of the Association is required for the transfer of ownership of apartments and shall be obtained in the following manner:

a. Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser, the purchase price and terms, and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell. Such notice shall be in writing and shall be mailed to the Association by registered or certified mail.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as

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the Association may reasonably require and an executed copy of the proposed lease. Notice of intention to lease shall be given in the manner set forth in Paragraph (1) above.

(3) Gift, devise or inheritance; other transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title. Notice shall be given in a manner as set forth in Paragraph (1) above.

(4) Failure to give notice. If the above-required notice to the Association is not given, the at any time after receiving knowledge of a transaction of event transferring ownership or possession of an apartment, the Association at its election, and without notice may approve or disapprove the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

b. Certificate of approval.

(1) Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within 30 days after receipt of such notice and information the Association must either approve

or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the public records of Palm Beach County, Florida, at the expense of the lessee.

(3) Gift, devise or inheritance; other transfers.

If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the apartment owner.

c. Approval of corporate owner or purchaser.

Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be approved by the Association.

d. Expense of Approval.

The Association may establish from time to time a reasonable charge to be paid by those parties seeking approvals required by Paragraph 12 hereof. Such reasonable charge shall be in an amount reasonably necessary to reimburse the Association

for costs and expenses incurred in connection with the investigation of the request and the preparation of documents reflecting such approval. In no event shall such charge be calculated in order to profit the Association or penalize the party seeking approval.

11.3 Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment after receiving the requisite notice thereof, the matter shall be disposed of in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within 60 days after receipt of such notice and information the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within 60 days after the delivery or mailing of the agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is later.

(4) A certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

b. Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

c. Gifts; devise or inheritance; other transfers.  
If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 60 days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who

will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 60 days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The Purchase price shall be paid in cash.

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

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Palm Beach County, Florida, at expense of the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish

a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the apartment owner.

11.4 Mortgage. No apartment owner may mortgage his apartment nor any interest in it without the approval of the Association except to a bank, life insurance company, a savings and loan association, or a real estate investment trust, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgages may be upon conditions determined by the Association or may be arbitrarily withheld.

11.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

11.6 Unauthorized transactions. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11.7 Notwithstanding anything to the contrary in this paragraph #11, no holder of any mortgage shall be subject to any restrictions on sale of units, including, but not limited to, rules prohibiting posting of signs.

12. Compliance and default. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the regulations adopted pursuant to those documents, and all of such as they may

be amended from time to time. Failure of an apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act:

12.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

12.2 Costs and attorneys' fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of this Declaration; the Articles of Incorporation of the Association; the By-Laws of the Association; the recreational lease; any exhibit attached to this Declaration; or any rules or regulations adopted pursuant to any of the foregoing, and all of such documents, rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

13. Amendments. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

13.1 Resolution. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association. Directors and members not present in person or by written proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must



be either by:

- a. not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or
- b. not less than 80% of the votes of the entire membership of the Association; or
- c. until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments or alter the boundaries of the common elements.

13.2 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent, and no amendment shall change any apartment nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment. There shall be no amendment of paragraphs 5.2, 8, 9, 11.5 and this paragraph 13.2, unless all of the record owners of all mortgages upon the condominium shall join in the execution of the amendment. Provided, further, that no amendment to this Declaration shall be effective until approved and consented to in writing by Citizens and Southern Realty Investors, its successors and assigns.

13.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the public records of Palm Beach County, Florida.

14. Termination. The condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act.

14.1 Destruction. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership will be terminated without agreement.

14.2 Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of apartments; all record owners of mortgages on apartments; and Citizens and Southern Realty Investors, its successors and assigns. If the proposed termination is approved by the owners of not less than 75% of the common elements; all of the record owners of all mortgages upon the apartments; and Citizens and Southern Realty Investors, its successors and assigns, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the 60th day from the date of written notice to such owners. Such approval shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

a. Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the apartments to be purchased an agreement to purchase signed by the record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by each participating owner and shall require the purchase of all apartments owned by owners not approving the termination, but the agreement shall affect a separate contract between each seller and his purchaser.

b. Price. The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance

with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

c. Payment. The purchase price shall be paid in cash.

d. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

14.3 Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to the facts affecting the termination, which certificate shall become effective upon being recorded in the public records of Palm Beach County, Florida.

14.4 Shares of owners after termination. After termination of the condominium, the apartment owners shall own the condominium property and all assets of the Association attributable to the condominium as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owner's apartments prior to the termination.

14.5 Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments, and Citizens and Southern Realty Investors, its successors and assigns.

15. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium

and the Articles of Incorporation, by-laws and regulations of the Association shall not affect the validity of the remaining portions.

Unless written consent is obtained from all first mortgagees of units in the condominium, (a) the Association shall at all times employ a professional manager; (b) any changes in managers, any change in the condominium master deed or any of the constituent condominium documents, must be accompanied by notice to the mortgagees; (c) neither the percentage interest in the common elements nor the share of common expenses attributable to a unit shall be altered; and (d) no unit nor any of the common elements shall be partitioned or subdivided.

At the time of recordation of this Declaration, the real property submitted to condominium ownership herein is subject to a first mortgage for a construction loan in favor of Citizens and Southern Realty Investors, recorded April 27, 1973 in Official Record Book 2152, page 1278, public records of Palm Beach County, Florida. In the event that the aforesaid construction lender, Citizens and Southern Realty Investors, its successors or assigns, should foreclose the mortgage against any portion of the condominium property, the party acquiring title at the foreclosure sale or the grantee in the deed in lieu of foreclosure, shall accede to all rights of the Developer set out in this Declaration and in the By-Laws, including but not limited to, the right to collect all assessments until actual management of the condominium project is turned over to the Association and the right to one vote as a member of the association for each condominium unit owned pursuant to By-Law 2.5(a). This paragraph shall not be subject to amendment, except that it shall become null and void upon satisfaction of the mortgage in favor of Citizens and Southern Realty Investors by payment and performance in full, as shall be evidenced by the recording of a proper satisfaction of mortgage thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration  
of Condominium the day and year first above written.

Signed, sealed and delivered  
in the presence of:

MICHAEL PAUL & CO., INC. (SEAL)

Betsy Ahrens

By Michael Paul  
President

Janice Baumann

STATE OF FLORIDA )  
ss  
COUNTY OF PALM BEACH )

Before me, the undersigned authority, personally appeared  
MICHAEL PAUL, President of MICHAEL PAUL & CO., INC., a Florida  
corporation, to me known to be the person described in and who  
executed the same freely and voluntarily on behalf of said corporation  
for the purposes therein expressed, and that he affixed thereto the  
corporate seal of said corporation.

WITNESS my hand and official seal this 30 day of August,  
1974.

Janice C. Baumann  
Notary Public

My commission expires: 1/19/76

IN WITNESS WHEREOF, the Association has executed this Declaration  
of Condominium the day and year first above written for the purposes  
herein contained.

Signed, sealed and delivered  
in the presence of:

Betsy Ahrens

ROYAL VILLAGE TOWNHOUSES CONDOMINIUM  
ASSOCIATION, INC. (SEAL)

Janice Baumann

By: Michael Paul  
President

STATE OF FLORIDA )

ss:

COUNTY OF PALM BEACH )

Before me, the undersigned authority, personally appeared Michael Paul, President of ROYAL VILLAGE TOWNHOUSES CONDOMINIUM ASSOCIATION, INC., a Florida corporation, to me known to be the person described in and who executed the foregoing, and acknowledged before me that executed the same freely and voluntarily on behalf of said corporation for the purposes therein expressed, and that affixed thereto the corporate seal of said corporation.

WITNESS my hand and official seal this 30th day of August 1974.

Janice C. Brinkman  
Notary Public

My commission expires: 1/14/76

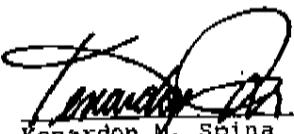
2349 PAGE 153

ARCHITECT'S CERTIFICATE

I, KENARDON M. SPINA, a Registered Architect, hereby  
certify that the attached plans, entitled "ROYAL VILLAGE  
TOWNHOUSES", as follows:

Survey	A
Floor Plan for 3 Bedroom Townhouse	B-1
Floor Plan for 2 Bedroom Townhouse	B-2
First and Second Floor Plans Building #1	B-3
Foundation Plan Building #1	B-4
First and Second Floor Plans & Foundation Plan, Building #2	B-5
First & Second Floor Plans & Foundation, Building #3	B-6
First & Second Floor Plans & Foundation, Building #4	B-7
First & Second Floor Plans & Foundation, Building #5	B-8
Rear Elevation, Front Elevation, Left Side Elevation, Right Side Elevation	B-9
Two & Three Bedroom Townhouse Sections, Elevations, Foundation Plan, and Floor Plan Cabana Building	B-10
Site Plan	B-11

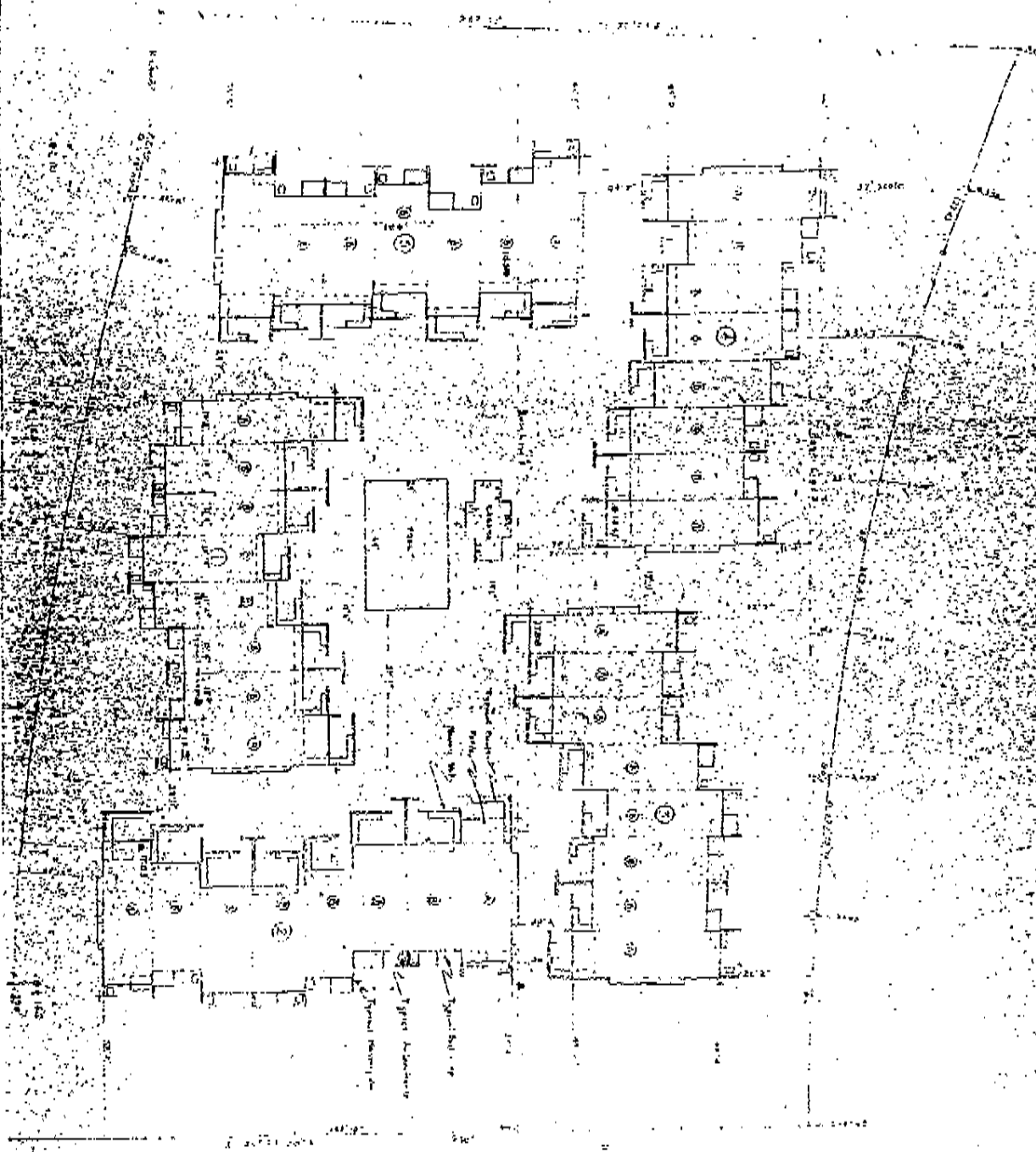
together with the wording of the Declaration of Condominium  
of ROYAL VILLAGE TOWNHOUSES to which the aforesaid plans are  
attached, constitutes a correct representation of the improve-  
ments therein described, and there can be determined from said  
plans and said Declaration of Condominium, the identification,  
location, dimension and size of each apartment unit and the  
common elements.

  
Kenardon M. Spina  
Registered Architect  
Florida Certificate No. 3172



# EXHIBIT A

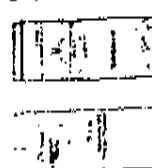
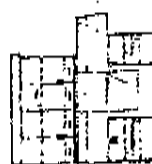
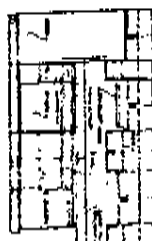
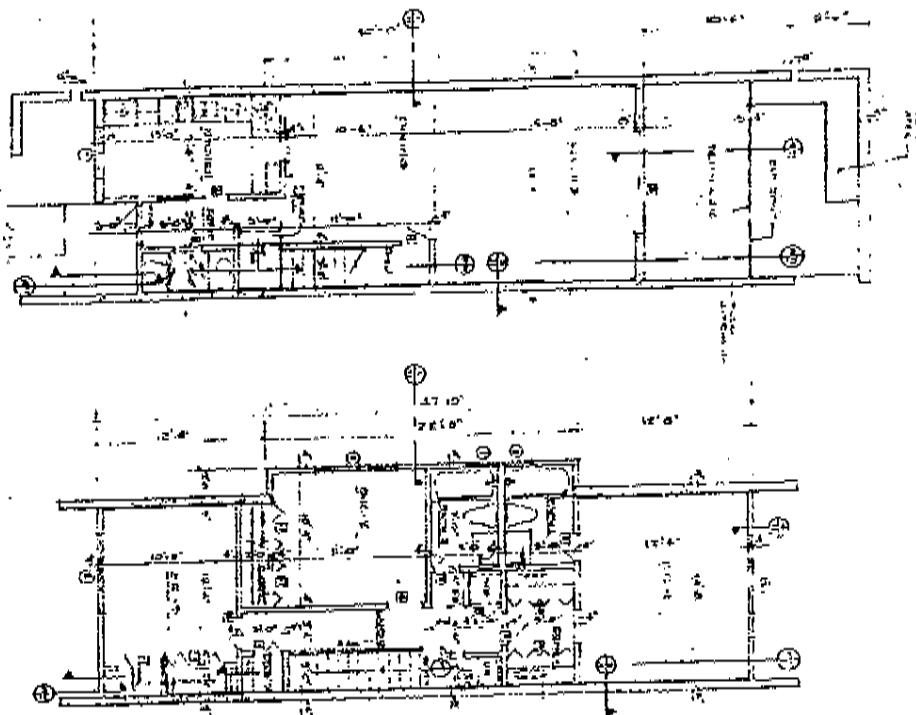
RECORDER'S MEMO: Legibility  
of writing, Typing or Printing  
unsatisfactory in this document  
when received.



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JAN 15 1964



RECORDER'S MEMO, Legibility of writing, Typing or Printing unsatisfactory in this document when received.



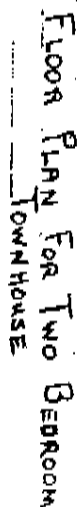
FLOOR PLAN FOR THREE BEDROOM TOWNHOUSE

NO.	DESCRIPTION	QTY	UNIT	AMOUNT
1	CEILING	1	SQ. FT.	100
2	FLOOR	1	SQ. FT.	100
3	WALL	1	SQ. FT.	100
4	DOOR	1	EA.	100
5	WINDOW	1	EA.	100
6	STAIR	1	SQ. FT.	100
7	BATH	1	SQ. FT.	100
8	KITCHEN	1	SQ. FT.	100
9	LIVING	1	SQ. FT.	100
10	BEDROOM	1	SQ. FT.	100
11	HALL	1	SQ. FT.	100
12	CLOSET	1	SQ. FT.	100
13	PORCH	1	SQ. FT.	100
14	PATIO	1	SQ. FT.	100
15	LAUNDRY	1	SQ. FT.	100
16	STORAGE	1	SQ. FT.	100
17	ENTRY	1	SQ. FT.	100
18	SCREENED PORCH	1	SQ. FT.	100
19	REAR PORCH	1	SQ. FT.	100
20	FRONT PORCH	1	SQ. FT.	100

NO.	DESCRIPTION	QTY	UNIT	AMOUNT
1	CEILING	1	SQ. FT.	100
2	FLOOR	1	SQ. FT.	100
3	WALL	1	SQ. FT.	100
4	DOOR	1	EA.	100
5	WINDOW	1	EA.	100
6	STAIR	1	SQ. FT.	100
7	BATH	1	SQ. FT.	100
8	KITCHEN	1	SQ. FT.	100
9	LIVING	1	SQ. FT.	100
10	BEDROOM	1	SQ. FT.	100
11	HALL	1	SQ. FT.	100
12	CLOSET	1	SQ. FT.	100
13	PORCH	1	SQ. FT.	100
14	PATIO	1	SQ. FT.	100
15	LAUNDRY	1	SQ. FT.	100
16	STORAGE	1	SQ. FT.	100
17	ENTRY	1	SQ. FT.	100
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19	REAR PORCH	1	SQ. FT.	100
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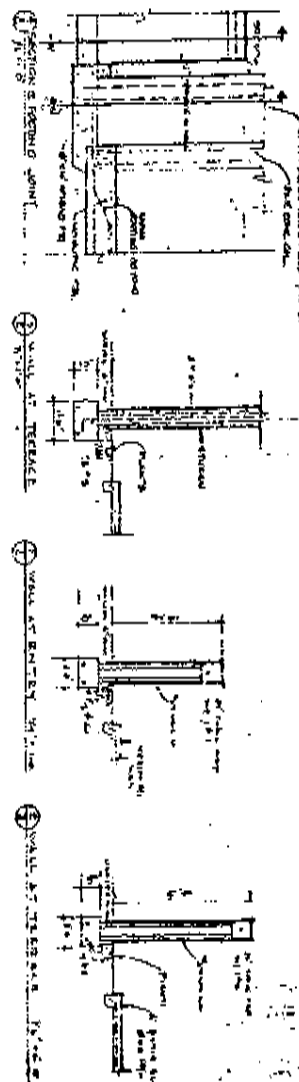
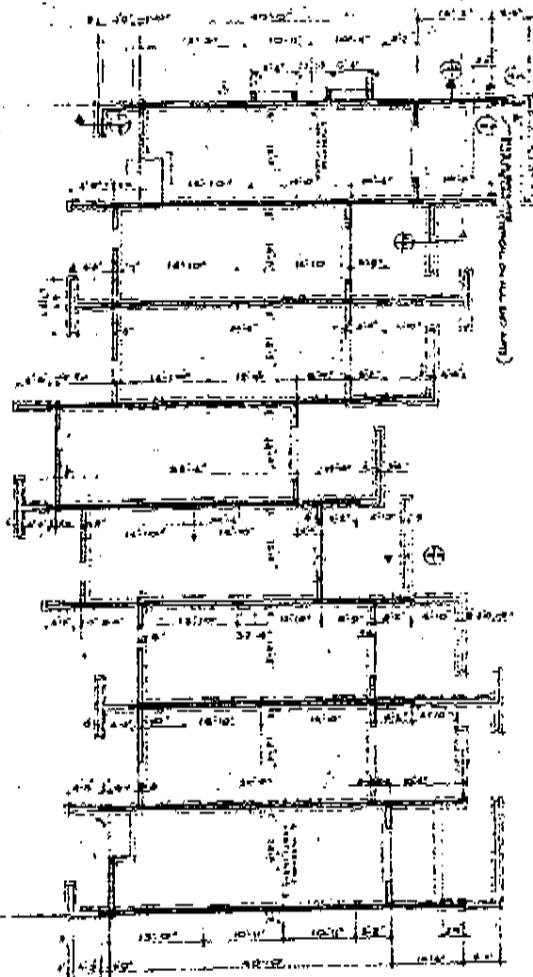
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7	BATH	1	SQ. FT.	100
8	KITCHEN	1	SQ. FT.	100
9	LIVING	1	SQ. FT.	100
10	BEDROOM	1	SQ. FT.	100
11	HALL	1	SQ. FT.	100
12	CLOSET	1	SQ. FT.	100
13	PORCH	1	SQ. FT.	100
14	PATIO	1	SQ. FT.	100
15	LAUNDRY	1	SQ. FT.	100
16	STORAGE	1	SQ. FT.	100
17	ENTRY	1	SQ. FT.	100
18	SCREENED PORCH	1	SQ. FT.	100
19	REAR PORCH	1	SQ. FT.	100
20	FRONT PORCH	1	SQ. FT.	100

NO.	DESCRIPTION	QTY	UNIT	AMOUNT
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13	PORCH	1	SQ. FT.	100
14	PATIO	1	SQ. FT.	100
15	LAUNDRY	1	SQ. FT.	100
16	STORAGE	1	SQ. FT.	100
17	ENTRY	1	SQ. FT.	100
18	SCREENED PORCH	1	SQ. FT.	100
19	REAR PORCH	1	SQ. FT.	100
20	FRONT PORCH	1	SQ. FT.	100

[illegible]

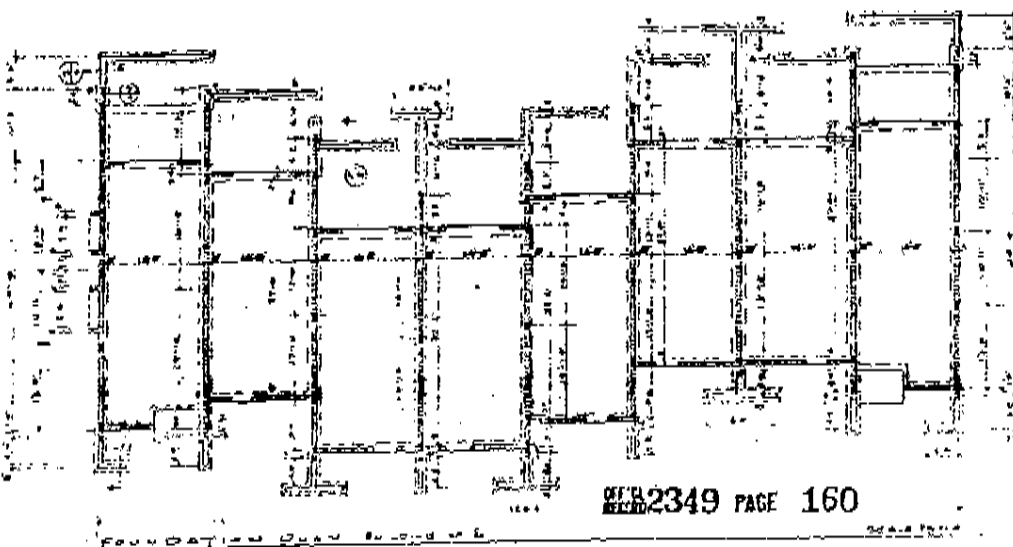
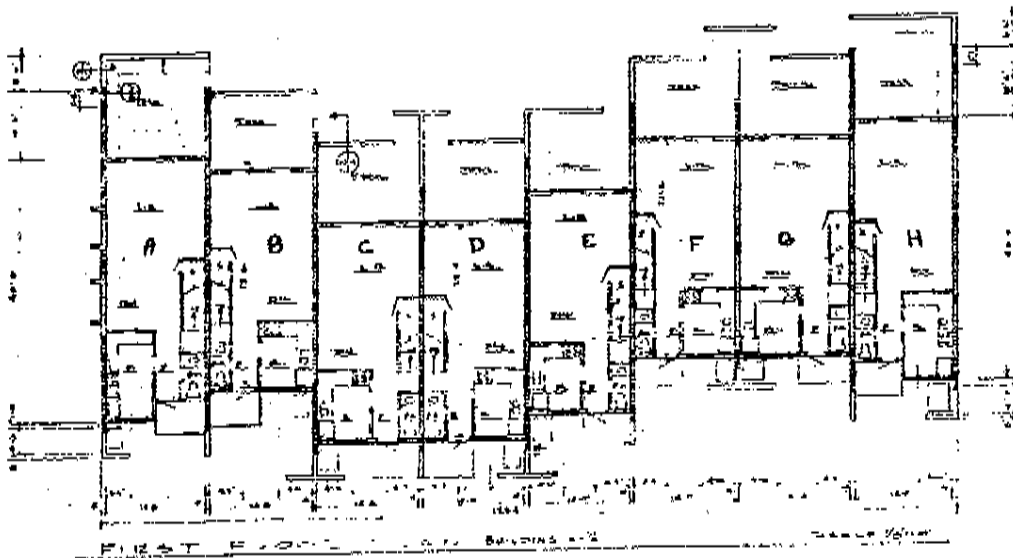
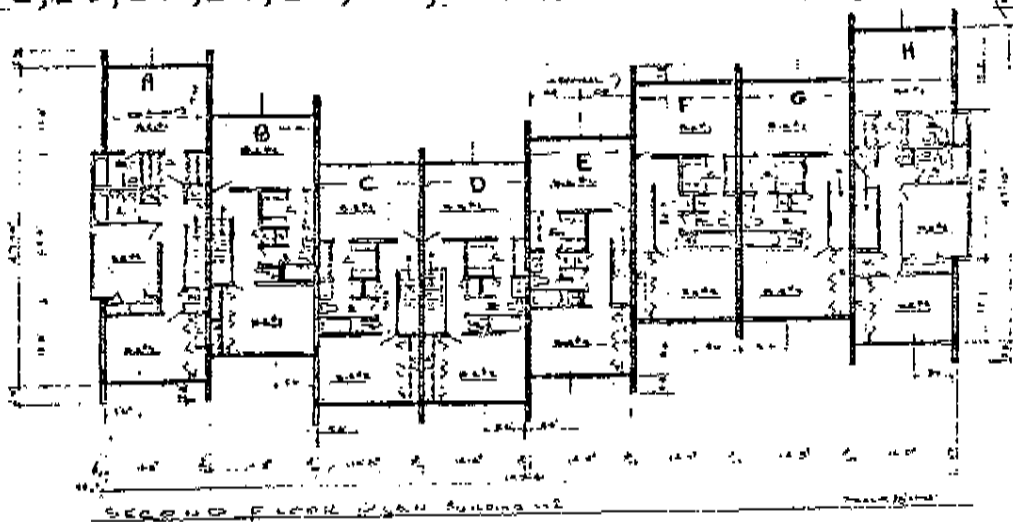


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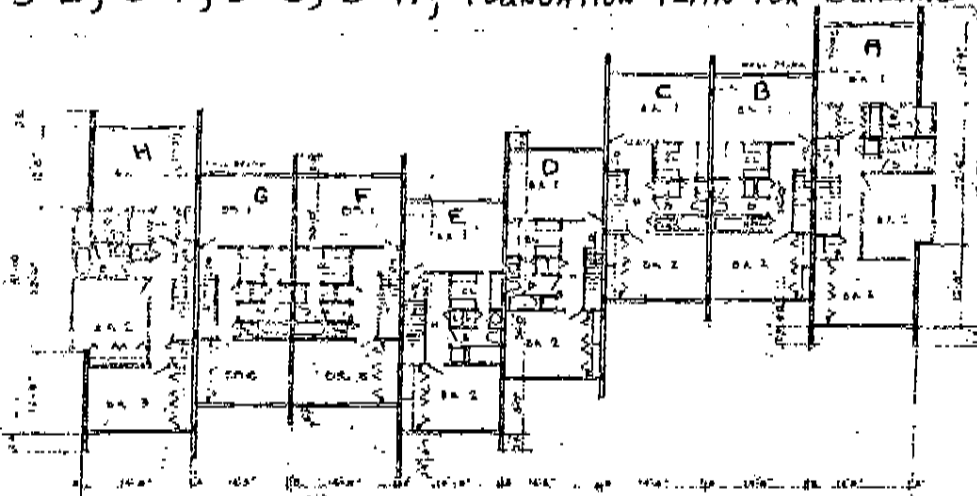


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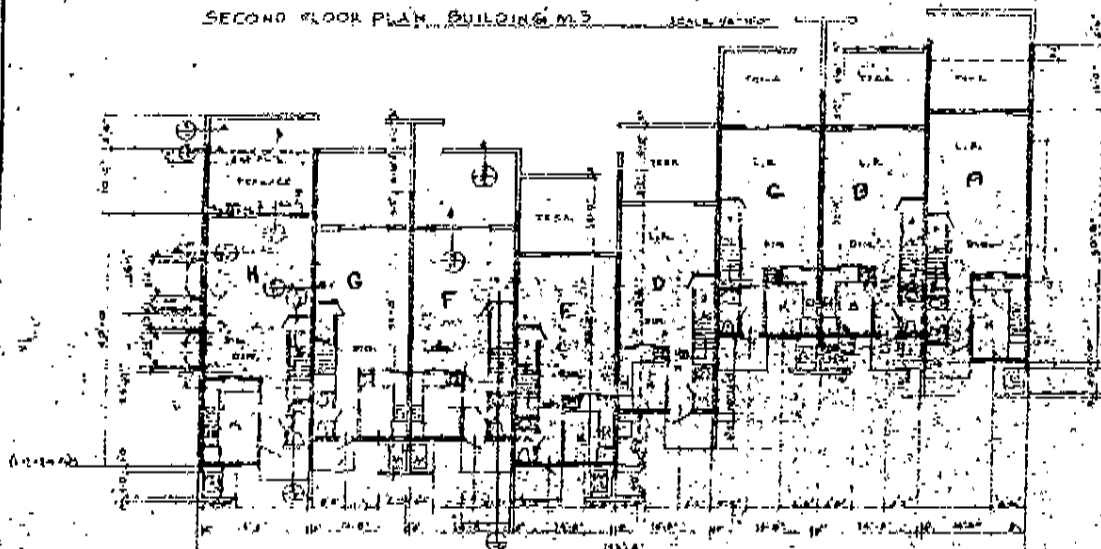
FIRST AND SECOND FLOOR PLANS FOR BUILDING NO. 2; APARTMENTS 2-A, 2-B, 2-C, 2-D, 2-E, 2-F, 2-G, 2-H; AND FOUNDATION PLAN FOR BUILDING NO. 2.



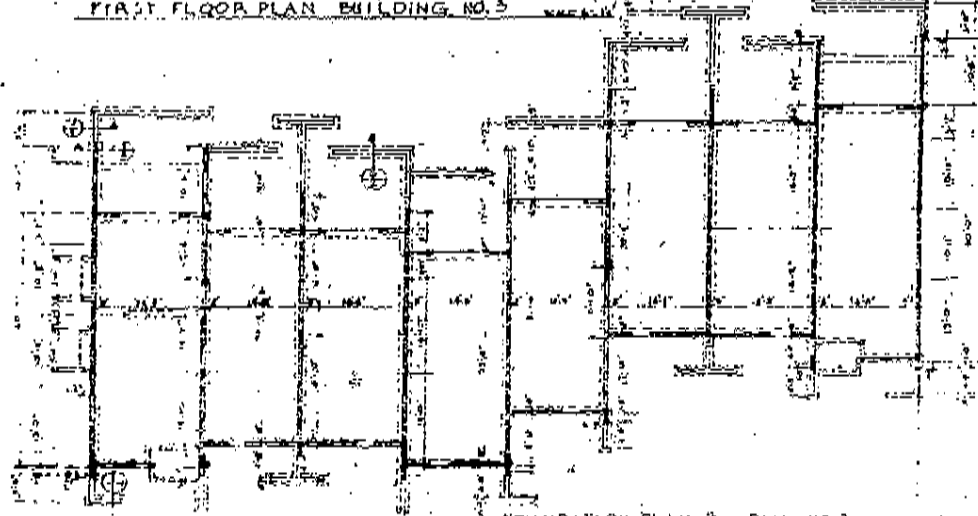
FIRST AND SECOND FLOOR PLANS FOR BUILDING NO. 3; APARTMENTS 3-A, 3-B, 3-C, 3-D, 3-E, 3-F, 3-G, 3-H; FOUNDATION PLAN FOR BUILDING NO. 3



SECOND FLOOR PLAN, BUILDING NO. 3

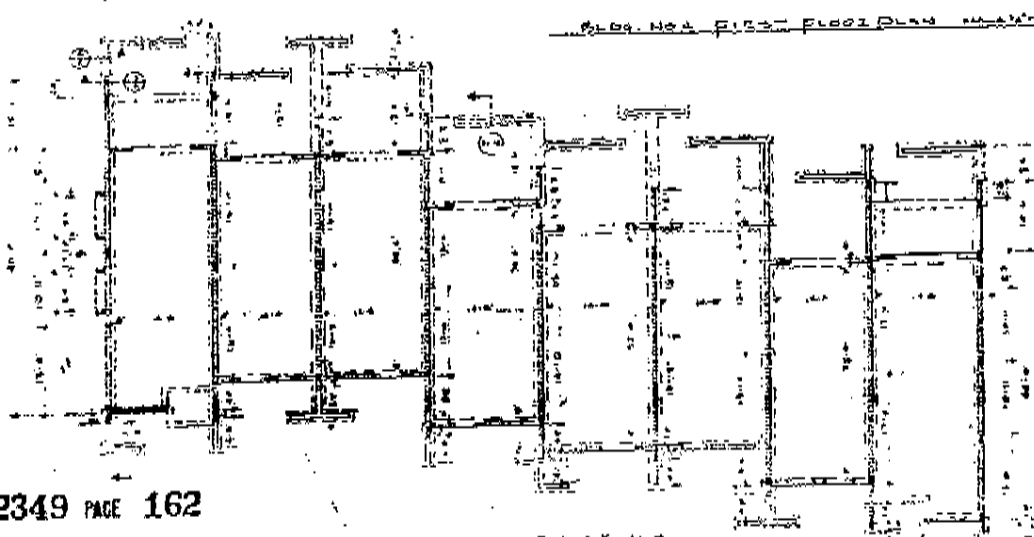
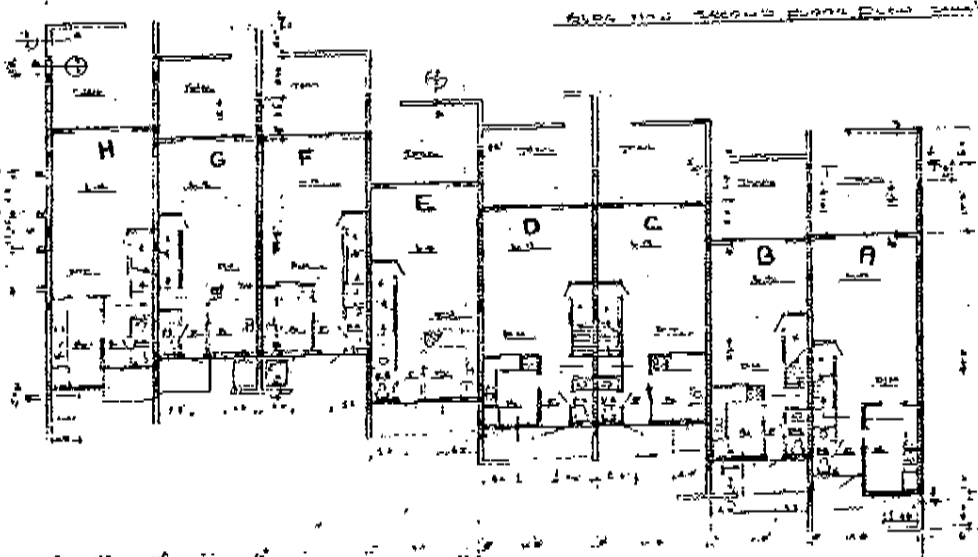
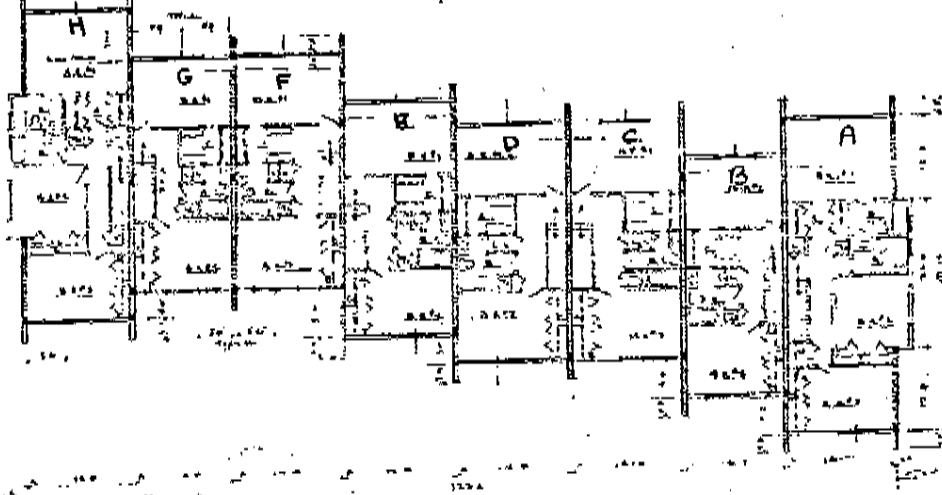


FIRST FLOOR PLAN, BUILDING NO. 3



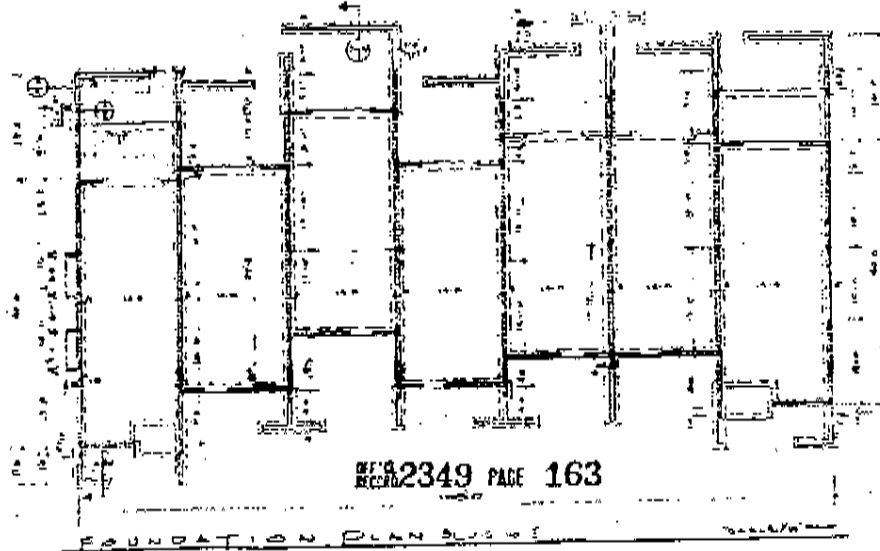
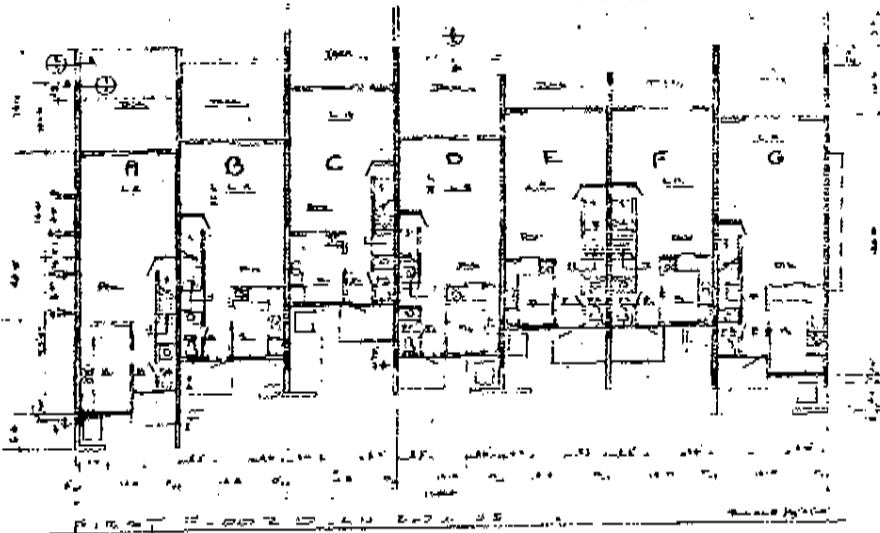
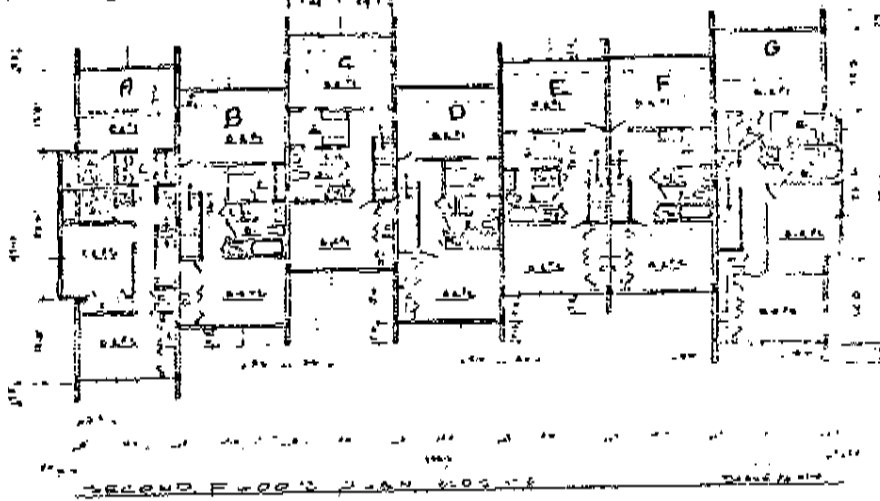
FOUNDATION PLAN, BUILDING NO. 3

FIRST AND SECOND FLOOR PLANS FOR BUILDING NO. 4; APARTMENTS 4-A, 4-B, 4-C, 4-D, 4-E, 4-F, 4-G, 4-H; FOUNDATION PLAN FOR BUILDING NO. 4



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FIRST AND SECOND FLOOR PLANS FOR BUILDING NO. 5, APARTMENTS 5-A, 5-B, 5-C, 5-D, 5-E, 5-F, 5-G; FOUNDATION PLAN FOR BUILDING NO. 5

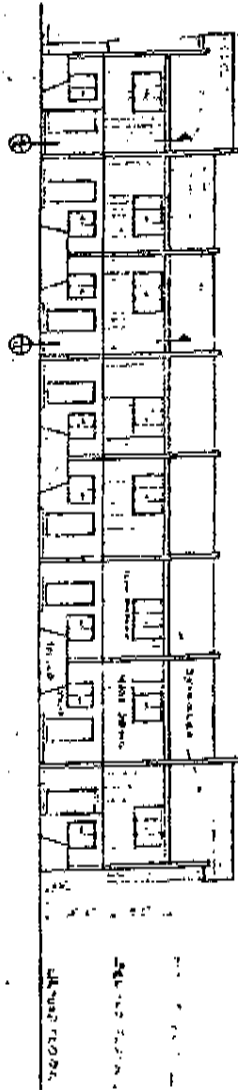


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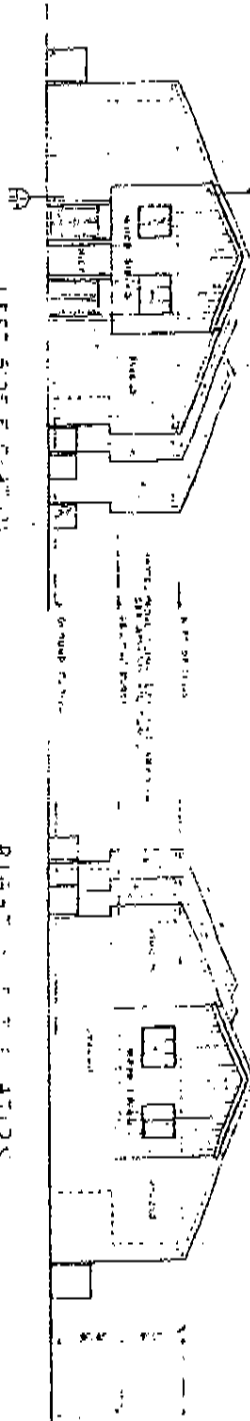


REAR ELEVATION, FRONT ELEVATION, LEFT ELEVATION, RIGHT ELEVATION FOR BUILDINGS No.1, No.2, No.3, No.4, No.5

FRONT ELEVATION

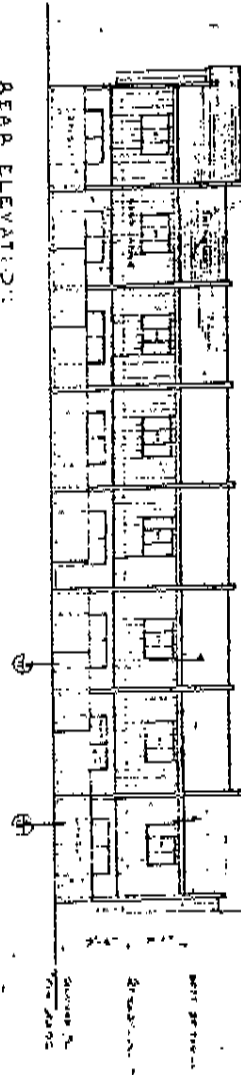


LEFT SIDE ELEVATION



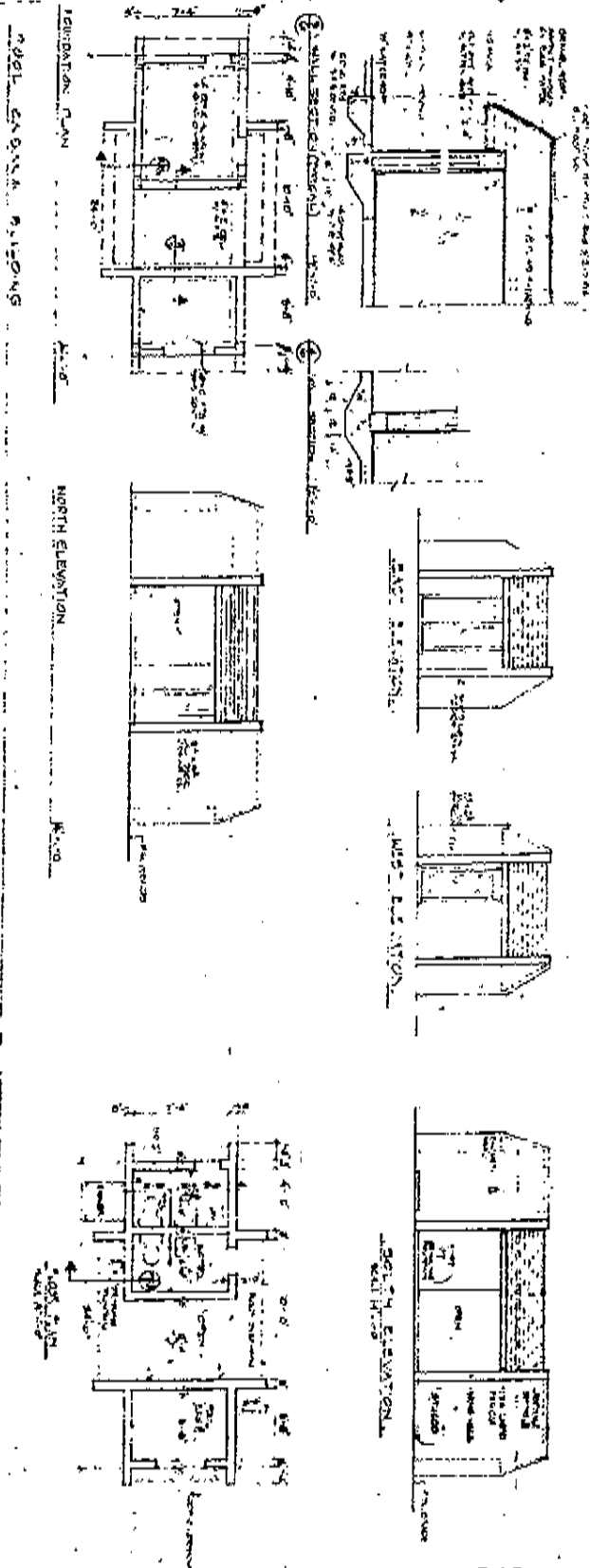
RIGHT SIDE ELEVATION

REAR ELEVATION

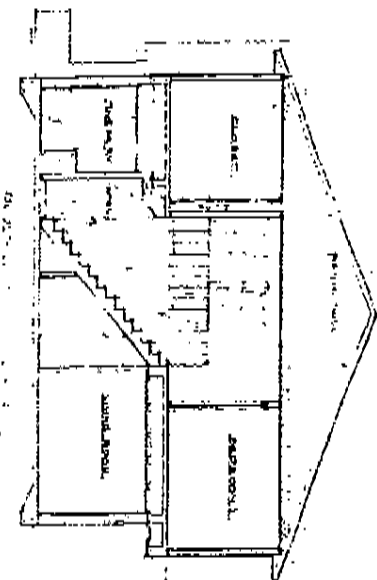


NOTE: FOR ALL ELEVATIONS OF THIS PROJECT SEE ARCHITECTURAL PLANS.

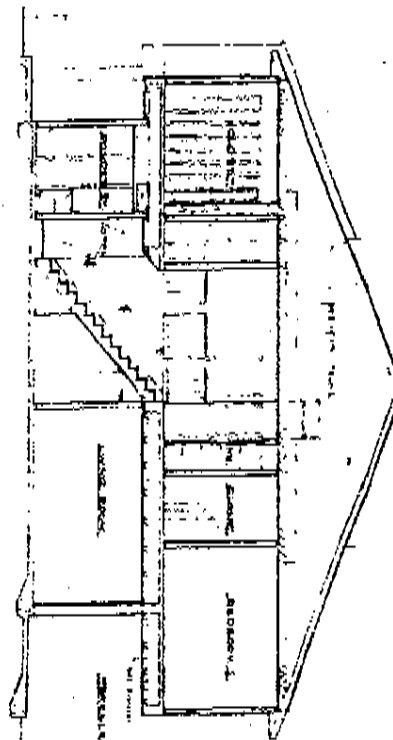
FLOOR PLAN FOR CABANA BUILDING



1. TWO BEDROOM APARTMENT, SECTION AT STAIRS.

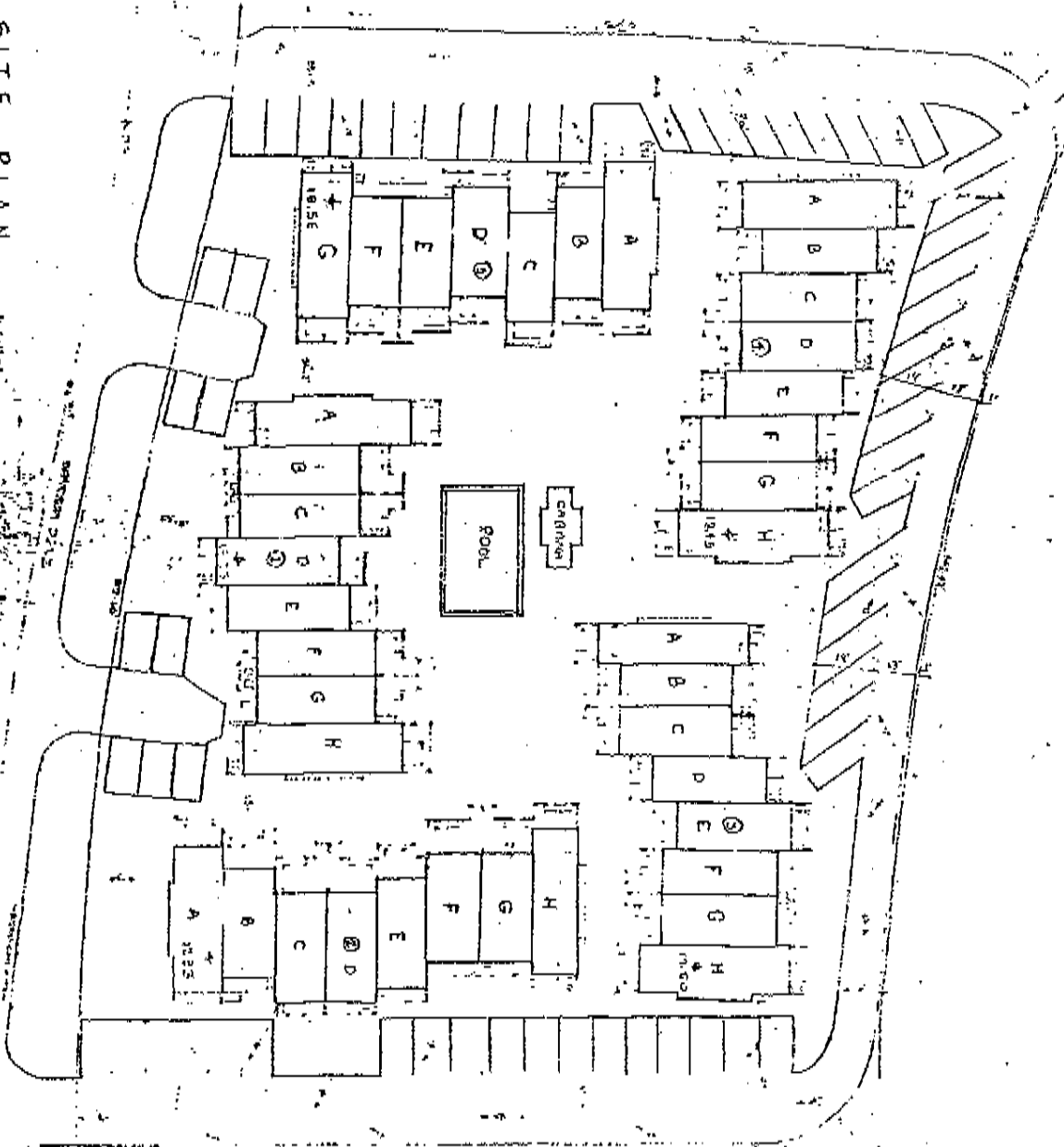


2. THREE BEDROOM APARTMENT, SECTION AT STAIRS.



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SITE PLAN



BLN 2349 PAGE 166

DATE	1/1/50	DATE PLAN	1/1/50	GINOCCHIO AND SPINA	ARCHITECTS	ALBANY	NEW YORK
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# STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby  
certify that the following is a true and correct copy of

## CERTIFICATE OF INCORPORATION

OF

ROYAL VILLAGE TOWNHOUSES CONDOMINIUM ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of  
Florida, filed on the 2nd day of April, A.D., 1974,  
as shown by the records of this office.



GIVEN under my hand and the Great  
Seal of the State of Florida, at  
Tallahassee, the Capital, this the  
3rd day of April,  
A.D., 1974.

*Richard (Dick) Stone*  
SECRETARY OF STATE