

This Instrument Prepared by and return to:
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**DECLARATION OF CONDOMINIUM OF
MURANO AT DELRAY BEACH, A CONDOMINIUM**

Montecito Mizner, LLC, a Delaware Limited Liability Company (the "Developer"), does hereby declare as follows:

1. **Introduction and Submission:**

1.1 **The Land.** The Developer owns the fee simple title to that certain land located in Palm Beach County, Florida, as more particularly described in Exhibit "A" hereto (the "Land").

1.2 **Submission Statement.** The Developer hereby submits the land and, except as otherwise provided herein, all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, less and except all public utility installations, and other personal property or equipment, if any, not owned by the Developer to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date hereof.

1.3 **Name.** The name by which this condominium is to be identified is: Murano at Delray Beach, a Condominium (herein called the "Condominium").

2. **Definitions.** The following terms which are used in this Declaration and in its Exhibits, and as they may hereafter be amended, shall have the meaning described to them in this Section, except where the context clearly indicates a different meaning:

2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as hereafter renumbered.

2.2 "Articles" means the Articles of Incorporation of the Association.

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses which, from time to time, is assessed against any Unit Owner.

2.4 "Association" means Murano at Delray Beach Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of the Condominium.

2.5 "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the benefit of its members.

- 2.6 "Board" or "Board of Directors" means the board of directors or other representative body that is responsible for administration of the association.
- 2.7 "Building" or "Buildings" mean the structure or structures in which the Units are located on the Condominium Property.
- 2.8 "Bylaws" means the Bylaws of the Association.
- 2.9 "Committee" means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.
- 2.10 "Common Elements" mean and include:
- (a) The portions of the Condominium Property which are not included within the Units including, without limitation, lobby areas, elevators, and emergency stairs.
 - (b) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units and the Common Elements;
 - (c) An easement of support in every portion of the Unit which contributes to the support of a Building;
 - (d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements;
 - (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration;
 - (f) Common Elements includes Limited Common Elements unless the context otherwise requires.
- 2.11 "Common Expenses" means the expenses of administration, maintenance, operation, repair, replacement, or protection of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association and any other expense, whether or not included in the foregoing designated as common expense by the Condominium Act, or this Declaration, the Articles or the Bylaws.
- 2.12 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominium, (including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements) over the Common Expenses.

- 2.13 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements that is appurtenant to the Unit. The shares of Common Elements are set forth in Exhibit B.
- 2.14 "Condominium Property" means the Land and the personal property that are subjected hereunder to condominium ownership, whether or not contiguous, and all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium, including but not limited to Developer's leasehold interest in the alarm equipment leased to Developer's predecessor in title and installed in the Condominium Property.
- 2.15 "County" shall mean Palm Beach County, Florida.
- 2.16 "Declaration" or "Declaration of Condominium" means this instrument or instruments by which the Condominium will be created, as they are from time to time amended.
- 2.17 "Developer" means Montecito Mizner, LLC, a Delaware Limited Liability Company, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Condominium. In the event of such partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Notwithstanding any assignment of Developer's rights hereunder (whether partially or in full), the assignee shall not be deemed to have assumed any of the obligations of Developer unless, and only to the extent that, it expressly agrees to do so in writing. The rights of Developer under this Declaration are independent of Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association.
- 2.18 "Dispute", for purposes of Section 19, means any disagreement between two or more parties that involves: (a) the authority of the Board, under any law or under this Declaration, the Articles or Bylaws to (i) require any Owner to take any action, or not to take any action, involving that Owner's Unit or the appurtenances thereto; or (ii) alter or add to a common area or Common Element; or (b) the failure of the Association, when required by law or this Declaration, the Articles or Bylaws to: (i) properly conduct elections; (ii) give adequate notice of meetings or other actions; (iii) properly conduct meetings; or (iv) allow inspection of books and records. "Dispute" shall not include any disagreement that primarily involves title to any Unit or Common Element; the interpretation or enforcement of any warranty; or the levy of a fee or Assessment or the collection of an Assessment levied against a party.

- 2.19 "Division" means the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation, State of Florida, or its successor.
- 2.20 "First Mortgagee" or "Mortgagee" means the owner or holder of a first mortgage encumbering a Condominium Parcel.
- 2.21 "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) on the Condominium Property, including but not limited to, a Building or Buildings.
- 2.22 "Institutional First Mortgagee" or "Mortgagee" means the Developer, the holder of a mortgage who joins in this Declaration of Condominium, or a generally recognized and duly authorized institutional lender such as a bank, savings and loan association, insurance company, mortgage company, real estate or mortgage investment trust, which owns or holds a first mortgage encumbering a Condominium Parcel. "Institutional First Mortgagee" also includes the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration and Federal Housing Administration or any other lender, or its loan correspondent or agency of the United States Government holding, guaranteeing or insuring a first mortgage on a Condominium Parcel.
- 2.23 "Limited Common Elements" mean those Common Elements that are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. Limited Common Elements include the Non-Direct Access garages and numbered storage spaces as shown on the building plans.
- 2.24 "Primary Institutional First Mortgage" means the Institutional Mortgagee that owns at any time first mortgages securing a greater aggregate indebtedness than is owed to any other Institutional Mortgagee holding first mortgages.
- 2.25 "Special Assessment" means any assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.
- 2.26 "Unit" means a part of the Condominium Property that is subject to exclusive ownership. Reference in this Declaration to "Units" shall mean all of the Units contained in the Condominium, unless the context is to the contrary or it is otherwise provided to the contrary. There are two types of Condominium Units: Residential Units that are intended for residential uses and a "Property Services Unit" located in the Clubhouse that is intended to be privately owned and used to provide on-site sales and leasing services, management, and other services for Unit Owners desiring such services.
- 2.27 "Unit Owner", or "Owner of a Unit" means a record owner of legal title to a Condominium Parcel as shown by the real estate records in the office of the Clerk of Palm Beach County, Florida, whether such Owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner"

shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

2.28 "Utility services" shall include utilities of all type, including, but not be limited to, electric power, water, MATV and CATV systems and garbage and sewage disposal.

2.29 "Voting Certificate" means a document which designates one of the record title owners, or the corporate partnership, or entity representative, who is authorized to vote on behalf of a Unit that is owned by more than one owner or by any entity.

2.30 "Voting Interests" means the voting rights distributed to the Association members pursuant to the Act and Section 5 of this Declaration. The voting interests of the Association are the voting rights distributed to the Unit Owners in all condominiums operated by the Association. On matters related to a specific condominium, the voting interests of the condominium are the voting rights distributed to the unit owners in that condominium.

3. Description of Development Plans and Condominium.

Development Plans. This Condominium is a conversion of existing improvements that have been previously occupied. It is being developed in a single phase. There are 18 residential buildings containing 275 Residential Units. One (1) Property Services Unit is located in the clubhouse building. A total of 276 Condominium Units will be contained in this Condominium. Common amenities are located in the clubhouse building and in outdoors areas. A floor plan for each type of Residential Unit is included in Exhibit A. A building plan depicting the location of each Unit (including the Property Services Unit) is included in Exhibit A.

3.1 Identification of Units. There is only one Property Services Unit so it is designated as the "Property Services Unit." Each such Residential Unit is identified by a separate numerical designation. The designation of each such Unit is set forth in the floor plans and unit plans attached as Exhibit "A" and in the list of Units attached as Exhibit B. The portion of the Unit Number before the hyphen indicates the building in which the Unit is located and the portion of the Unit Number after the hyphen indicates the location of the Unit within the building as depicted on the Site Plan and building plans set forth in Exhibit A. Exhibit "A" consists of a survey of the Land, a graphic description of the Improvements located thereon, a plot plan thereof, and floor plans for each Unit. Said Exhibit "A" together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. There shall pass with a Unit, as appurtenances thereto, (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the

Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association designated in this Declaration with the full voting rights appertaining thereto and (e) other appurtenances as may be provided in this Declaration. Time-share estates will not be created with respect to any Unit in the Condominium.

3.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

- (a) Upper and lower boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:
 - (i) Upper boundaries. The horizontal plane(s) of the interior undecorated finished lower surface of the ceiling.
 - (ii) Lower boundaries. The horizontal plane of the interior undecorated finished upper surface of the floor.
- (b) Perimetrical boundaries. The Perimetrical Boundaries of the Unit shall be the vertical planes of the unfinished exterior surface of the concrete block walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries of the Unit, excluding lath, stucco, paint or other finish on the exterior concrete block wall. In Units with common party walls bounding the Unit, the boundary is the centerline of the party wall.
- (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, conversation pits and skylights, such boundaries shall be extended to include the interior undecorated finished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framing and casings therefor, shall be included in the boundaries of the Unit.
- (d) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as Exhibit "A" hereto shall control in determining the boundaries of a Unit.

3.3 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

- (a) Balconies, Patios, and Terraces. Patios, balconies, and terraces abutting a Unit (as shown on the Plans) shall be Limited Common Elements as shown on the Plans shall be for the exclusive use of the Unit Owner owning such abutting Unit. The Association shall be responsible for maintenance of the structural elements of the patio, balcony or terrace with

the cost thereof being a Common Expense. Each Unit Owner shall be responsible for general cleaning, maintenance and care of the patio, balcony or terrace, including, without limitation, all floor coverings, wiring, electric outlets, lighting fixtures and screening. A Unit Owner shall not enclose the exterior balconies, patios or terraces, without the prior written approval of the Board of Directors. The Board shall be responsible for reviewing the design, structural integrity, aesthetic appeal and construction details, or otherwise, and making recommendations to the Board of Directors as to whether the design should be approved. The Board of Directors shall determine whether or not the enclosure may be installed, including imposing any conditions that the Board of Directors deems appropriate. If any additions, alterations, or improvements are made to the balcony, patio or terrace, the Unit Owner shall be deemed to have agreed, for such Owner, his heirs, successors and assigns, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them from liability or damage to the Condominium and/or Association Property and expenses arising therefrom.

- (b) Uncovered Parking Spaces. The Developer does not intend to assign uncovered parking spaces while it is in control of the Association; however, after transfer of control to the Unit Owners, the Association, acting through its Board, shall have the right to number the parking spaces and assign parking spaces (one uncovered parking space for each Unit), whereupon the space so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned. Assignments made by the Association of uncovered parking spaces shall not be recorded in the public records but rather shall be recorded in the official records of the Association. A Unit Owner may transfer or exchange the Limited Common Element uncovered parking space appurtenant to his or her Unit to, or with, another Unit or the Association by written instrument delivered to, and held by, the Association signed by Unit Owner. Further, any Limited Common Element uncovered parking space may be relocated by the Association to comply with applicable State, Federal and local laws and regulations regarding handicap accessibility. The maintenance of any uncovered parking space so assigned shall be the responsibility of the Association. In addition, decals may be issued to Unit Owners for security purposes and the Association may designate certain areas for parking by decal only.
- (c) Non-Direct Access Garages. In addition to uncovered parking spaces, there are 125 detached Non-direct Access Garage Spaces located in the parking areas, noted on the survey and site plans attached as Exhibit A hereto. Each garage space identified therein, has been assigned a letter numerical designation and will be assigned by reference to the building number and the letter of the Garage Space. The Developer, for so long as it owns any Unit for sale, reserves the exclusive right to assign to any Unit the exclusive use of one or more Non-Direct Access Garage spaces. The

Developer shall be entitled to keep any fee it charges a Unit Owner for the exclusive use of a Non-Direct Access Garage transferred or assigned to his Unit pursuant to this subsection. At such time that the Developer no longer has the right to assign any Non-Direct Access Garage spaces any remaining Non-direct Access Garage parking spaces may be assigned by the Association. Such assignment may be included in the deed or may be made by separate written assignment recorded in the Public Records. The exclusive right to use the Non-direct Access Garage may be transferred from one Unit Owner to any other Unit or Unit Owners by recorded assignment. The deed or assignment of a Non-Direct Access Garage parking space will be deemed to include the further free assignability of the Non-direct Access Garage to any other Unit Owner or Unit, as provided in Section 718.106(2)(b), Florida Statutes, and this section of the Declaration. Neither the Developer, nor the Association, nor any other Unit Owner may divest a Unit of the right to use the Non-Direct Access Garage transferred or assigned to such Unit pursuant to this subsection. No more than one Unit, however, shall be entitled to have as a Limited Common Element appurtenant thereto any specific garage, but one Unit may have more than one such Non-Direct Access Garage, as a Limited Common Element. A transfer or assignment of any Non-direct Access Garage grants only the exclusive use thereof as a Limited Common Element appurtenant to the particular Unit and any transfer, or subsequent assignment, as contemplated above, shall operate to transfer only the exclusive use of such Non-direct Access Garage space. Owners who are assigned exclusive use of a Non-direct Access Garage will also have the exclusive use of the portion of the concrete driveway that is located between their assigned Garage space and the street or driveway.

- (d) Storage Spaces. There are 129 Storage Spaces located in the corridor as noted on the survey and site plan attached as Exhibit A hereto. Each storage space identified therein, has been assigned a letter designation and will be assigned by reference to the Building number and letter for the storage space. The Developer, for so long as it owns any Unit for sale, reserves the exclusive right to assign to any Unit the exclusive use of one or more Storage Spaces. The Developer shall be entitled to keep any fee it charges a Unit Owner for the exclusive use of a Storage Space transferred or assigned to his Unit pursuant to this subsection. At such time that the Developer no longer has the right to assign any Storage Spaces, any remaining Storage Spaces may be assigned by the Association. Such assignment may be included in the deed or may be made by separate written assignment recorded in the Public Records. The exclusive right to use the Storage Space may be transferred from one Unit Owner to any other Unit or Unit Owners by recorded assignment. The deed including the assignment or separate assignment of a Storage Space will be deemed to include the further free assignability of the Storage Space to any other Unit Owner or Unit, as provided in Section 718.106(2)(b), Florida Statutes, and this section of the Declaration. Neither the Developer, nor

the Association, nor any other Unit Owner may divest a Unit of the right to use the Storage Space transferred or assigned to such Unit to this subsection. No more than one Unit, however, shall be entitled to have as a Limited Common Element appurtenant thereto any specific Storage Space, but one Unit may have more than one such Storage Space, as a Limited Common Element. A transfer or assignment of any Storage Space grants only the exclusive use thereof as a Limited Common Element appurtenant to the particular Unit and any transfer, or subsequent assignment, as contemplated above, shall operate to transfer only the exclusive use of such Storage Space.

(e) Breezeways. Breezeways are Limited Common Elements appurtenant to the Units served by the Breezeway.

(f) Miscellaneous Equipment. Except to the extent that they are located within the boundaries of a Unit, any fixtures or equipment serving a single Unit (e.g. air conditioning compressor or hot water heater) exclusively shall be Limited Common Elements of such Unit wherever located. Any Limited Common Element fixtures and/or equipment located outside of the boundaries of the Unit shall be maintained by the Association but the maintenance expense and replacement cost of such fixtures or equipment shall at the sole expense of the Owner of the Unit served by such fixtures or equipment.

(g) Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one Unit or more than one Unit owned by a single owner (i.e. any hallway serving a single Unit or more than one Unit owned by the same Owner) shall be deemed a Limited Common Element of the Unit(s) served and shall be maintained by said Owner or limited groups of Owners. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Directors of the Association and shall be binding and conclusive when so made. To the extent of any area deemed a Limited Common Elements hereunder, the Owner of the Unit(s) to which the Limited Common Element is appurtenant shall have the right to alter same as if the Limited Common Elements were part of the Owner's Unit, rather than as required for alteration of Common Elements. Notwithstanding the foregoing, the designation of same as a Limited Common Element hereunder shall not allow the Owner of the Unit to which the Limited Common Element is appurtenant to preclude passage through such areas as may be needed from time to time for emergency ingress and egress, and for the maintenance, repair, replacement, alteration and/or operation of the life safety systems, mechanical equipment and/or other Common Elements which are most conveniently serviced (in the sole determination of the

Board) by accessing such areas (and an easement is hereby reserved for such purposes).

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act).

- (a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

- (b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility services, drainage, and other services in order to serve the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility or other services or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, service and drainage facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided the Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements or any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

- (c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand.

- (d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, and for each member of the Association for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements and/or Association Property as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over,

through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. Developer hereby grants to delivery, pick-up and fire protection services, police and other authorities of the law, United States carriers, representatives of electrical, telephone and other utilities authorized by Developer to service the Condominium, representatives of cable television, warranty providers, and for as long as there are any unsold Units and Developer is offering Units for sale in the ordinary course of business, to such other persons as Developer from time-to-time may designate, the non-exclusive, perpetual right of ingress and egress over, through and across such portions of the Common Elements and/or Association Property for the purposes of performing their authorized services and investigation. Such easements shall survive any termination of this Declaration. None of the easements specified in this Subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) shall automatically be subordinate to, the rights of Unit Owners with respect to such easements.

- (e) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion, from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of maintenance, repair, or replacement of any Improvements, Common Elements or any portion of a Unit. The Association (and its designees, contractors, subcontractors, employees) shall have the right to have access to each Unit from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including, without limitation, (but without obligation or duty) to close hurricane shutters in the event of the issuance of a storm watch or storm warning.
- (f) Sales Activity. For as long as there are any unsold Units and Developer is offering Units for sale in the ordinary course of business, the Developer, its designees, successors and assigns, shall have the right to use such Units and parts of the Common Elements for model apartments and sales offices, to show model apartments and the Common Elements to prospective purchasers and tenants of the Units, and to erect on the Condominium Property and Association Property signs and other promotional material to advertise Units for sale or lease or to manage the Condominium Property. For as long as there are any unsold Units and Developer is offering Units for sale in the ordinary course of business, Developer reserves the right to use any units not closed as temporary accommodations for, but not limited to, prospective purchasers. Such

temporary accommodations shall not be considered a leasing of the Unit and shall not be subject to Section 18 hereof. No charge shall be made to Developer for such use.

- (g) Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for act or omission of Developer with respect to the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be) as set forth in Section 23.10.
- (h) Additional Easements. The Association, on its and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric, gas, other utility or service or other easements, or relocate any existing easements or drainage facilities in any portion of the Condominium Property and Association Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property and Association Property, as the Association shall deem necessary or desirable for the proper operations and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. The Association has the authority without the joinder of any Unit Owners, to grant, modify or move any easement, subject to the provisions of the easement, if the easement constitutes part of or crosses the Common Elements and Association Property.
- (i) Existing Covenants, Easements, Restrictions, Conditions, Agreements of Record. The Property has been dedicated to condominium ownership subject to all covenants, easements, restrictions, conditions, agreements and limitations of record as of the date of recording this Declaration. To the extent feasible, the survey depicts the location of easements affecting title to the real property submitted to condominium ownership.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, membership in the Association designated in this Declaration, with the full voting rights appertaining thereto, and except as provided herein, the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from and shall pass with the title to the Unit, whether or not separately described. All of these aforesaid appurtenances to a Unit cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.
5. Ownership of Common Elements and Common Surplus and Share of Common Expenses.
- 5.1 Ownership and Shares of Condominium. The undivided interest in the Common Elements and Common Surplus, and the share of the Common Expenses appurtenant to each Unit is set forth in Exhibit "B" annexed hereto, which is based upon the square footage in each Unit compared to the square footage in all Units.
- 5.2 Voting. Each Unit in the Condominium shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the Bylaws and Articles. Each Unit Owner in the Condominium shall be a member of the Association. Each Unit Owner in the Condominium will have the right to personally cast his or her own vote in all matters voted upon.
6. Amendments. Except as elsewhere provided herein, amendments may be effected as follows:
- 6.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third of the Unit Owners. Except as elsewhere provided, approvals must be by an affirmative vote representing not less than 2/3s of the voting interests of all Unit Owners.
- 6.2 Material Amendments. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, permit timeshare estates, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and the amendment is

otherwise approved by not less than a majority of the voting interests of Unit Owners. The acquisition of property by the Association, material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement and maintenance of approved hurricane shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment.

- 6.3 Mortgagee's Consent. No Amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to mortgagees of Units without the consent of said mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the Primary Institutional First Mortgagee shall join in the amendment. Except as specifically provided herein or if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.
- 6.4 By The Developer. Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, the Declaration, the Articles of Incorporation or the Bylaws of the Association may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, except for an amendment: (i) to permit time-share estates (which must be approved, if at all, in the manner provided in Section 6.2 above); or (ii) to effect a "Material Amendment", which must be approved, if at all, in the manner set forth in Section 6.2 above. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the consent of the Developer in each instance.
- 6.5 Execution and Recording. An Amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association, executed either by the President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when properly recorded in the public records of the County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of

words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly adopted amendment.

7. Maintenance and Repairs.

7.1 Units. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical, plumbing, heating and air-conditioning equipment, fixtures and outlets, if any, within the Unit, serving a single Unit, or within the Limited Common Elements of a single Unit, or belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein, and shall be in accordance with the original plans and specifications therefor or as otherwise directed by the Association. Additionally, each Unit Owner shall pay, directly or indirectly, all charges for utility services metered directly to his Unit.

7.2 Common Elements and Association Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than Limited Common Elements as provided above) and Association Property shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.

7.3 Specific Unit Owner Responsibility. The obligation to maintain and repair the following specific items shall be the responsibility of the Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units or are Limited Common Elements:

- (a) Air conditioner condensing unit, if applicable.
- (b) Because plumbing leaks can go undetected in unoccupied and result in damage and growth of toxic mold, Owners of unoccupied Units must turn off the main water line into their Unit when the Unit will be unoccupied for more than three (3) consecutive days. Unit Owners shall be responsible for any damage caused to the Unit or any other Unit or Unit Owner that is occasioned by their failure to comply with this provision. In the event a Unit Owner fails to turn off the water to the Unit when the Unit will be unoccupied for more than three (3) days, the Unit Owner shall be

responsible for notifying promptly the Management Company and arranging for the main water line to be turned off until the Unit is re-occupied.

- 7.4 Association's Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration, or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units.
- 7.5 Hurricane Shutter Specifications. The Board shall adopt hurricane shutter specifications for the Buildings, which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. Notwithstanding any provision to the contrary in this Declaration, if approval is required hereunder, the Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The Board may, subject to (a) the provisions of the Act that deal with contracts for the purchase, lease or rental of materials or equipment to be used by, or for contracts for services to be provided to the Association, and (b) the approval of a majority of voting interests of the Condominium, install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters, whether on or within the Common Elements, Limited Common Elements, Units, or Association Property. However, where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed, the Board may not install hurricane shutters. The Board may operate shutters installed pursuant to this Section 7.5 without permission of the Unit Owners only where such operation is necessary to preserve and protect the Condominium Property and Association Property. The installation, replacement, operation, repair and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the Common Elements or Association Property.
- 7.6 Miscellaneous. All work performed on the Condominium Property or any portion thereof shall be in compliance with all applicable governmental building and zoning requirements. All plumbing and electrical maintenance, repairs, and replacements shall be made only by plumbers or electricians duly licensed and qualified to perform such services.

8. Additions, Alterations or Improvements by Association and Developer.

8.1 Additions, Alterations or Improvements by the Association. Whenever, in the judgment of the Board of Directors, the Common Elements or any part thereof shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of 15 percent of the then existing estimated operating budget for the Condominium in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the voting interests of the Association represented at a meeting of the Association at which a quorum is attained of the Unit Owners of the Condominium. Any such additions, alterations, or improvements to such Common Elements or any part thereof costing in the aggregate of 15 percent or less of the then existing estimated operating budget for the Condominium in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.

8.2 Additions or Improvements to Recreation Facilities by Developer. Until the Developer turns over control of the Board of Directors to Unit Owners other than the Developer, the Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners to make decorative or cosmetic changes and non-structural changes and alterations to the Common Elements and to provide additional and/or expand the recreational facilities.

9. Additions, Alterations or Improvements by Unit Owners and Developer.

9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in, or to, the Common Elements, his Unit or any Limited Common Elements without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owners Unit or Limited Common Elements within 30 days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such owner and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, all other unit owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely

responsible for the maintenance and repair from and after that date of installation or construction thereof as may be required by the Association.

9.2 Additions, Alterations or Improvements by Developer. The foregoing restrictions of this Section 9 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and nonstructural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements). Any amendment to this Declaration required by a change made by the Developer pursuant to this Section 9.2 shall be adopted in accordance with Section 6 and Section 10 of this Declaration.

10. Changes in Developer-owned Units. The Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or nonstructural, interior or exterior, ordinary or extraordinary (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements) and (ii) change the layout or number of rooms in any Developer owned Units. The Developer shall have the further right, without the consent or approval of the Board of Directors or other Unit Owners, to make such alterations in, to or upon any Developer owned Units in order to comply with design and construction guidelines adopted under applicable federal, state and local laws, ordinances, rules and regulations with respect to accessibility for handicapped persons. In making the above alterations, additions and improvements to the Units, the Developer may relocate or alter Common Elements adjacent to such Units, provided that such relocation or alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by changes of the Developer made pursuant to this Section 10, shall be effected by the Developer alone pursuant to Section 6.4, without the vote or consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any of same constitutes a Material Amendment, in which event, the amendment must be approved as set forth in Section 6.2 above. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

11. Operation of the Condominium by the Association; Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles and Bylaws of the Association (respectively, Exhibits "C" and "D" annexed hereto), as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

- (a) The irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common

Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to any other Unit or Units.

- (b) The power to make and collect Assessments and Special Assessments and other charges and surcharges against Unit Owners and to lease, maintain, repair and replace the Common Elements.
- (c) The power to charge and collect a use fee from a Unit Owner for the exclusive or nonexclusive use of all or a portion of the Common Elements or Association Property.
- (d) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.
- (e) To contract for the management and maintenance of the Condominium Property and to authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and Special Assessments, preparation of records, enforcement of rules and maintenance, repairs and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act, including but not limited to the making of Assessments, Special Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (f) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security mortgages and security interests in property the Association, provided that such actions are by a majority of the entire membership of the Directors and a majority of the voting interests of Owners represented at a meeting at which a quorum attained, or by such greater percentage of the Board or voting interests of the Unit Owners as may be specified in the Bylaws with respect to certain borrowing.
- (g) Subsequent to the recording of this Declaration, the Association, when authorized by a majority of the voting interests of the Units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the use or benefit of the Unit Owners (whether or not on an exclusive basis). The expenses of

ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

(h) The power to adopt and amend the rules and regulations covering the details of the operation and use of the Condominium Property.

(i) The power to levy reasonable fines against a Unit for failure of the Owner or its occupant, licensee or invitee to comply with any provision of this Declaration, the Bylaws or the rules and regulations.

(j) All of the powers which a corporation not for profit in the State of Florida may exercise.

In the event of conflict between the powers and duties of the Association or otherwise, the Declaration shall take precedence over the Articles Bylaws and applicable rules and regulations; the Articles shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws shall take precedence over applicable rules and regulations, all as amended from time to time.

- 11.1 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair caused by any latent condition of the Condominium Property.
- 11.2 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.
- 11.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for the Unit if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or by law.
- 11.4 Acts of the Association. Unless the approval or action of Unit Owners and/or a certain specific percentage of the Board of Directors of the Association is specifically required in this Declaration, the Articles or Bylaws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the

Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

12. Determination of the Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the Bylaws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessment payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of the operation, maintenance, repair, replacement or protection of the Common Elements and Association Property, or other commonly used facilities and services, and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or Bylaws of the Association. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the Bylaws. The expense of installation, replacement, operation, repair and maintenance of hurricane shutters by the Board pursuant to Section 7.5 of this Declaration and the Act shall constitute a Common Expense and shall be collected as provided in this Section 12. A Unit Owner who has previously installed hurricane shutters in accordance with Section 7.5 of this Declaration or laminated glass architecturally designed to function as hurricane protection which complies with the applicable building code shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each Unit. However, such Unit Owner shall remain responsible for the pro rata share of expenses for hurricane shutters installed on Common Elements and Association Property by the Board pursuant to Section 7.5 of this Declaration and shall remain responsible for a pro rata share of the expense of the replacement, operation, repair and maintenance of such shutters. Additionally, the cost of a master antenna television system or duly franchised cable television service, if any, obtained pursuant to a bulk contract, shall be deemed to be a Common Expense. The Board of Directors in determining the amount of the Assessments payable by the Unit Owners shall be authorized to include such costs in the estimated operating budget for the Condominium. Accordingly, the provisions contained in Section 13 of this Declaration with respect to the collection of Assessments shall be applicable to the costs for cable television services and auxiliary services.

13. Collection of Assessments and Special Assessments.

- 13.1 Liability for Assessments and Special Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all Assessments and Special Assessments coming due while he is the Unit Owner. Except as provided for in Section 13.5, a Unit Owner shall be jointly and severally liable with the previous owner for all unpaid Assessments and Special Assessments that came due against the previous owner for his share of the Common Expenses up to the time of transfer of title. This liability is without prejudice to any right the Unit Owner may have to

recover from the previous owner the amounts paid by the Unit Owner. The liability for Assessments and Special Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments and Special Assessments are made or otherwise.

- 13.2 Default in Payment of Assessments or Special Assessments for Common Expenses. Assessments, Special Assessments and installments thereof not paid within ten days from the date when they are due shall bear interest at the highest rate allowable by law from the due date until paid. The Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25.00 or five percent of each installment of the Assessment (and Special Assessment to the extent allowed by law), for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment, (and/or Special Assessment, to the extent allowed by law). The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee shall neither be subject to the provisions of Florida's interest and usury laws nor the provisions of the Condominium Act dealing with the levy of fines against a Unit. The Association has a lien on each Condominium Parcel for any unpaid Assessments (and Special Assessments to the extent allowed by law) on such Parcel, with interest and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessments (and Special Assessments to the extent allowed by law) or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel the name of the record owner, the name and address of the association, the amount due and the due dates. No such lien shall continue for a longer period than one Year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid Assessments, Special Assessments to the extent allowed by law, interest, costs, and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for unpaid Assessments (and Special Assessments to the extent allowed by Law) in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments (and Special Assessments to the extent allowed by law) without waiving any claim of lien.
- 13.3 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least 30 days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments (and Special Assessments to the extent allowed by law). If this notice is not given at least 30

days before the foreclosure action is filed, and if the unpaid Assessments (and Special Assessments to the extent allowed by law), including those coming due after the claim of lien is recorded, and other sums permitted hereunder are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given and the court shall proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit the Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act and shall not apply if an action to foreclose a mortgage on the Unit is pending before any court if the Association's rights would be affected by such foreclosure, and if actual, constructive or substitute service of process has been made on the Unit Owner.

- 13.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.
- 13.5 First Mortgagee. A First Mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the First Mortgagee's acquisition of title. However, the First Mortgagee's liability is limited to the lesser of (a) the Unit's unpaid Common Expenses and Assessments which accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (b) one percent of the original mortgage debt. The provisions of this Section 13.5 shall not apply unless the First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the Mortgagee. The person acquiring title shall pay the amount owed to the Association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Parcel and proceed in the same manner as provided in this Section 13 for the collection of unpaid Assessments. If any unpaid share of Common Expenses or Assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all the Unit Owners.
- 13.6 Developer's Liability for Assessments. Except as provided in this Section 13.6 and Section 12, no Unit Owner other than the Developer may be excused from the

payment of his proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment. The Developer may be excused from the payment of Assessments against Developer's unsold units as stated in the Developer's Guarantee set forth in the Prospectus/Offering Circular.

- 13.7 Possession of Unit. Subject to the Association's rights under Section 7.4 of this Declaration and under law, any person who acquires an interest in a Unit, except Institutional First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including, without limitation, persons acquiring title by operation of law, shall be entitled to occupancy of the Unit or enjoyment of the Common Elements.
- 13.8 Certificate of Unpaid Assessments. Within 15 days after receiving a written request from a Unit Owner, purchaser, or Institutional First Mortgagee, the Association shall provide a certificate signed by an officer or agent of the Association stating all Assessments, Special Assessments and other moneys owed to the Association by the Unit Owner with respect to the Condominium Parcel.
- 13.9 Installments. Assessments or Special Assessments may be collected monthly or quarterly in advance, at the option of the Association, from time to time.
- 13.10 Special Assessments. The specific purpose or purposes of any Special Assessment approved in accordance with this Declaration, Articles, or Bylaws shall be set forth in a written notice of such Special Assessment sent or delivered to each unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.
14. Insurance. Insurance covering portions of the Condominium Property shall be governed by the following provisions:
- 14.1 Purchase, Custody and Payment.
- (a) Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
 - (b) Approval. Each insurance policy, the agency and company issuing the policy and the Insurance Trustee (if appointed) hereinafter described, shall be subject to the reasonable approval of the Primary Institutional First Mortgagee, upon reasonable notice to the Association, which approval shall not be unreasonably withheld. If the Primary Institutional First Mortgagee were to disapprove or fail to approve the insurance coverage, the insurance coverage then in effect would remain in effect until such time that the Association and the Primary Institutional First Mortgagee agreed upon the substituted coverage. It shall be presumed that the insurance coverage obtained and maintained by the Association was

adequate, satisfied the requirements of the relevant provisions of the Act, and was obtained in good faith with due diligence.

- (c) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be additional insureds.
- (d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).
- (e) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than 10 days prior to the beginning of the term of the policy or not less than 10 days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
- (f) Personal Property and Liability. Unit Owners may obtain insurance coverage at their own expense and at their own discretion upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property and for their personal liability and living expense and for any other risks.

14.2 Coverage. The Association shall maintain insurance covering the following:

- (a) Casualty. The Buildings (including all fixtures, installations or additions comprising that part of the Building or Buildings within the boundaries of the Units initially installed, or replacements thereof, of like kind or quality in accordance with the original plans and specifications therefor, or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available, but excluding floor coverings, wall coverings and ceiling coverings, all furniture, furnishings, electrical fixtures, appliances, air-conditioning or heating equipment, water heaters, water filters, built-in cabinets, and countertops and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit boundaries; or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and all improvements located on the Common Elements from time to time, together with all service machinery contained therein (collectively, the "Insured Property"), shall be insured in an amount not less than 100 percent of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:
- (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and
 - (ii) Such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to vandalism and malicious mischief.
- (b) Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence and \$2,000,000 aggregate, \$100,000 per person and \$50,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.
- (c) Workers' Compensation. Workers' compensation and other mandatory insurance, when applicable.

- (d) Flood Insurance. Flood insurance, if required by law or as may reasonably be required by the Primary Institutional First Mortgagee or if the Association so elects.
- (e) Fidelity Insurance. Fidelity insurance, if required under the provisions of the Act, covering all directors, officers and employees of the Association and managing agents who handle Association funds, if any.
- (f) Other Insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) the clause that reserves to the insurer the right to pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more Unit Owners.

- 14.3 Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least 10 days prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.
- 14.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 14.5 Insurance Trustee; Share of Proceeds. All insurance policies obtained by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers with its principal place of business in the County. The Insurance Trustee (if appointed) 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 (if appointed) shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

- (a) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in subparagraph (b) below.
- (b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively, the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.
- (c) Mortgagees. 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 for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

14.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee (if appointed) shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

- (a) Expenses of the Trust. All expenses of the Insurance Trustee (if appointed) shall be first paid or provision shall be made therefor.
- (b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.
- (c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 14.5 above, and distributed first to the mortgagees of each condominium parcel in an amount sufficient to pay off their mortgages, and the balance, if any, to the

beneficial owners. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by any of them.

- (d) Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

14.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit 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.

14.8 Unit Owners Personal Coverage. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such other risks not covered by insurance carried by the Association.

14.9 Benefit of Mortgagees. Certain provisions in this Section 14 entitled "Insurance," are for the benefit of mortgagees of Units and may be enforced by them.

14.10 Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration.

15. Reconstruction or Repair After Fire or Other Casualty.

15.1 Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of fire or other casualty unless 75 percent or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is destroyed or substantially damaged and Unit Owners owning 80 percent or more of the applicable interests in the Common Elements elect to proceed with repairs or restoration and the Primary Institutional First Mortgagee approves such election, the Board of Directors shall arrange for the prompt repair and restoration of the Insurance Property (and the Optional Property, if insurance has been obtained by

the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If 75 percent or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning 80 percent of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and the Primary Institutional First Mortgagee approves such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit, and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order or priority of such mortgages and liens. Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than 60 days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, nor not more than 90 days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) 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.

- 15.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association, and if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80 percent of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.
- 15.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance

thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

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

15.5 Special Assessments and Charges. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected 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, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements.

If the proceeds of the insurance (for the Optional Property, if any) are not sufficient to defray the estimated costs of reconstruction and repair to be effected 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 for the Optional Property are insufficient, charges shall be made against the affected Unit Owner or Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such charges shall be in proportion to the cost of repairing the damage suffered by each Owner, as determined by the Association.

15.6 Construction Funds. The funds for payment of the costs of reconstruction and repair, which shall consist of proceeds of insurance held by the Insurance Trustee (if appointed) and funds collected by the Association from Special Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

- (a) Association. If the total Special Assessments made by the Association in order to provide funds for payment of the costs of reconstruction and repair which are the responsibility of the Association are more than \$10,000, then the sums paid upon such Special Assessments shall be deposited by the Association with the Insurance Trustee (if appointed). In all other cases, the Association shall hold the sums paid upon such Special Assessments and disburse the same in payment of the costs of reconstruction repair.

- (b) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$50,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$50,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from

insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.

- (v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon Special Assessments shall be deposited by the Association with the Insurance Trustee (if appointed), nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Special Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee (if appointed) may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

15.7 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.

16. Condemnation.

16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee (if appointed); and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

16.2 Determination whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain shall also be deemed to be a casualty.

16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.

16.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable in the sole opinion of the Association, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award the additional funds required shall be charged against the Owner of the Unit.
- (b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.
- (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:
 - (i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and
 - (ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

16.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association),

the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Payment of Award. The awards shall be paid first to the applicable mortgagee in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable in accordance with the priority of the mortgages; second, to the Association for any due and unpaid Assessments and Special Assessments; third, to the affected Unit Owners. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.
- (b) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
- (c) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:
- (i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Section 16.4(c) hereof (the "Percentage Balance"); and
 - (ii) divide the percentage of each Unit of a continuing owner prior to this adjustment, but after any adjustments made necessary by Section 16.4(c) hereof, by the Percentage Balance.
- The result of such division for each Unit shall be the adjusted percentage for such Unit.
- (d) Special Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Special Assessments shall be

made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares affected pursuant hereto by reason of the taking.

- (e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value 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 Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares affected pursuant hereto by reason of the taking.

16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

16.7 Discretion of Board. In circumstances not covered by this Declaration or by law, a two-thirds (2/3's) majority of the Board may, upon an opinion of counsel that its decision is reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

16.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are affected by the taking shall be evidenced by an amendment to this Declaration that is approved by not less than a majority of the total voting interests of the Unit Owners in the Condominium, unless required by any governmental entity.

17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the

Condominium Property shall be restricted to and shall be in accordance with the following provisions:

17.1 Occupancy.

- (a) Residential Units shall be utilized for single family residential purposes. No business or business activity shall be carried on in any Residential Unit at any time; provided, however, that, to the extent allowed by applicable zoning laws, private business activities may be conducted in a Residential Unit as long as such use is incidental to the primary residential use of the Residential Unit and does not violate any applicable law, involve any exterior signage or advertising of the Residential Unit as a place of business, require frequent visits by clients or business associates to the Property, or unduly contribute to parking, traffic, telecommunications or security problems for the Property. In the event of a dispute as to whether business activities within a Unit meets the requirements of this subsection, the decision of the Board of Directors shall be conclusive.
- (b) The provisions in (A) above shall not preclude (i) such business activity of the Association or any Management Agent as is reasonably required for the effective operation of the Property and the Association, (ii) the use, rental or leasing of any Units or Common Elements as permitted by the Declaration or for activities determined by the Board of Directors to be beneficial to the Association or the Owners; (iii) showing of any Unit for sale or permitted leasing purposes during normal business hours and in accordance with any reasonable procedures established by the Board of Directors to preserve a congenial, pleasant, safe and dignified living atmosphere, or (iv) business operations of the Developer, its agents, successors, assigns or designees during the period of marketing or managing the Property, including, without limitation, leasing, sales, administration, storage, or similar activities.
- (c) The Assessor's Unit is intended for use by the Owner for condominium business activities related solely to the sale and lease of condominium units in the Condominium and the provision of additional services desired by the Units Owners that are not provided by the Condominium Association, and to provide other services which are accessory or incidental to the Property for a residential Condominium.

17.2 Children. Children shall be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them of these restrictions and all rules and regulations of the Association.

17.3 Pets. Except for small domestic birds or fish, each Unit Owner (regardless of the number of joint owners) may maintain two household pets in his Unit to be limited to a dog and a cat, provided that a dog shall not weigh more than 40

pounds and that the household pets are not kept, bred or maintained for any commercial purpose. Dogs may not be kept in a Limited Common Element area when the Owner is not present in the Unit. No animals of any kind shall be kept under any circumstances in a Unit, or allowed upon the Condominium Property, except by prior written consent of the Board of Directors of the Association. Such pets shall nevertheless be subject to the reasonable rules and regulations promulgated by the Association. If consent is given by the Board, the consent may be withdrawn at any time by the Board at a duly called meeting of the Board, if the Board determines in its sole discretion that the pet has become a nuisance to the Unit Owners, or that the rules and regulations regarding pets are not being fully obeyed. If consent is withdrawn by the Board, the Unit Owner shall immediately remove the pet from the Condominium. Consent shall automatically terminate upon the death or other disposition of the pet for which consent was granted.

Pets shall never be allowed to run freely upon any of the Condominium Property, and/or Association Property except that pets shall be allowed to run freely within a Unit or within the balcony area which is a Limited Common Element adjacent to the Unit. When outside of a Unit, pets shall be leashed and in the company of an individual willing and able to fully control the pets. All pets shall be walked only in that part of the Common Elements designated by the Board for that purpose, or taken off the premises for relief and exercise. Any Owner maintaining a pet on Condominium Property shall be fully responsible for, and shall bear the expense of, any damage to persons or property resulting therefrom. Any such damage shall be determined by the Board of Directors of the Association.

No guest, lessee or invitee shall bring any animal whatsoever upon the Condominium Property. No one other than an Unit Owner is permitted to keep any pets.

This Section shall not be construed to authorize nor permit any pet to be kept within any Unit nor upon the Condominium Property which pet is or becomes a legal nuisance.

- 17.4 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.
- 17.5 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.
- 17.6 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning

ordinances and regulations of all governmental bodies having jurisdiction thereover relating to any portion of the Condominium Property, shall be corrected by and at the sole expense of the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth.

- 17.7 Unit Leases. No portion of a Residential Unit (other than an entire Residential Unit) may be rented or leased. Occupancy of the Residential Unit by tenants shall not exceed two persons per bedroom. No lease shall be for an initial term of less than seven (7) months. Except to meet special situations and to avoid undue hardship or practical difficulties as determined by the Association, no Residential Unit shall be leased more than twice (excluding a renewal or reinstatement of a lease to the same tenant) within a 365 day period, which 365 day period shall be deemed to commence on the date of the first lease. "Hardship" shall include, but shall not be limited to, a bona fide default by a tenant under a lease or a termination of a lease by a servicemember pursuant to Section 83.682, F.S. The Association shall have the authority, but not the obligation, to require that a security deposit in an amount up to but not more than the equivalent of one month's rent be deposited into an interest bearing escrow account maintained by the Association. The security deposit shall protect against damages to the Common Elements or Association Property. Within 15 days after a tenant vacates the Unit the Association shall refund the full security deposit plus accrued interest or give written notice to the tenant of any claim made against the security. Disputes under this section 17.7 shall be handled in the same fashion as disputes concerning security deposits under Florida Statutes, Section 83.49. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum that is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant.

THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

This Condominium is a conversion of a rental apartment project pursuant to the Roth Act. Residential tenants have certain rights under the terms of the Roth Act to extend their rental agreements. The Developer intends to sell all of the Units in this Condominium. However, should the Developer incur adverse market conditions which impede sales, Developer may lease any or all of the Units for such periods of time as the Developer elects or as the market requires (which may be for a term of more or less than seven (7) months) until the Units can be sold on terms acceptable to Developer and the foregoing leasing restrictions shall not be applicable to Developer. In addition, the Developer may lease the Units and transfer title to purchasers of the Unit subject to leases.

- 17.8 Exterior Improvements; Landscaping. No Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his

Unit, without the prior written consent of the Association. A Unit Owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, a Unit Owner may display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

17.9 **Weight and Sound Restriction.** Hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers and bathrooms or as otherwise installed by the Developer or prior to the recordation of this Declaration. Installation of hard surfaced floor coverings (other than by the Developer) in any other areas are to receive a sub-floor sound proofing (for example corking) sound absorbent, less dense floor coverings, such as carpeting. Use of a hard and/or heavy surface floor covering in any other location must be first submitted to and approved by the Board of Directors and also meet applicable structural requirements and any sound insulation standards adopted by the Board. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board, and compatible with the overall structural design of the building. The Board of Directors may require a structural engineer to review certain of the proposed improvements, with such review to be at the Owner's sole expense. The Board will have the right to specify the exact material to be used on balconies. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. **Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Sound transmission can be very difficult to control and noises from adjoining or nearby Units or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.**

17.10 **Mitigation of Dampness and Humidity.** No Unit Owner shall install, within the Unit, or upon the Common Elements, non-breathable wall coverings or low permeance paints. Additionally, Unit Owners should ensure that all built-in caseworks, furniture and shelving allows air space and air movement between the furniture or built-ins and these types of structures shall not be installed with backboards flush against any gypsum board wall. All Unit Owners, whether or not occupying their Unit, shall periodically run the air conditioning system to reduce the humidity in the Unit, not leave any windows or exterior doors open during periods in which the Unit is not occupied, keep all drains clear of stoppage and clogs, periodically check and clean drip trays in appliances and mechanical systems in the Unit, and shut off water to the Unit when the Unit is unoccupied as

set forth in Section 7.3(b) above. All of the foregoing are intended to minimize the potential development of molds, fungi, mildew, and the like. If the Association believes that these provisions are not being complied with, the Association shall have the right, but not the obligation, to enter the Unit to remedy the violation at the expense of the Unit Owner.

17.11 Effect on Developer; Association. With the exception of Sections 17.2 and 17.3, the restrictions and limitations set forth in this Section 17 shall not apply to the Developer or to Units owned by the Developer unless the Rules of the Florida Department of Business and Professional Regulation or the Act require otherwise. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown. During the period in which Developer is conducting sales and leases of Units in the ordinary course of business, Developer may use the Units or Common Elements for its leasing and sales activities without interference from any Owner or the Association.

18. Selling, Leasing and Mortgaging of Units.

18.1 Sale of Units. A Unit Owner who sells or leases his Unit or any interest therein shall give to the Association a written notice of such sale or lease, together with the name and address of the purchaser or lessee, and such other information as the Association may reasonably require, so that the Association will have accurate, current records of the names and addresses of all owners and lessees.

18.2 Leases. The provisions of the Condominium Act, this Declaration, the Articles, the Bylaws and the rules and regulations of the Association shall be deemed expressly incorporated into any leases of a Unit. Subleases of Units are prohibited. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue.

18.3 Mortgagee's Rights. Restrictions set forth in Section 17.7 of this Declaration with respect to leases shall not apply to Mortgagees.

18.4 Mortgage of Units. Each Unit Owner shall have the right to mortgage his Unit without restriction.

19. Compliance and Default. The Association, each Unit Owner, occupant of a Unit, tenant and other invitee of a Unit Owner shall be governed by and shall comply with the terms of this Declaration and all exhibits annexed hereto, and the applicable rules and regulations adopted pursuant to those documents, as the same may be amended from time to time and the applicable provisions of all of such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

19.1 Mandatory Nonbinding Arbitration of Disputes. Prior to the institution of court litigation, the parties to a Dispute shall petition the Division for nonbinding

arbitration. The arbitration shall be conducted according to rules promulgated by the Division and before arbitrators employed by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing, and shall be deemed final if a complaint for trial de novo is not filed in a court of competent jurisdiction in which the Condominium is located within 30 days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded the costs of the arbitration, and attorneys' fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be charged the other party's arbitration costs, courts costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision, if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.

- 19.2 Negligence. A Unit Owner and/or tenant of a Unit shall be liable for the expense of any maintenance, repair or replacement made 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 such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.
- 19.3 Compliance. In the event a Unit Owner, tenant or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of this Declaration, the Bylaws, the Articles, applicable rules and regulations or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association or Unit Owner, as the case may be, shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines and to sue in a court of law for damages. The Association shall have the right to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance, provided, however, that nothing contained in this Section 19.3 shall authorize the Association to enter a Unit to enforce compliance. The Unit Owner shall not have the right to levy or impose any fines. Unit Owners shall have similar rights of action against the Association. In addition, the Association shall have the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or for

making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units.

19.4 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner, a tenant or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto or the rules and regulations adopted pursuant to said documents, as the same 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 (including appellate attorneys' fees) as may be awarded by the court. A Unit Owner prevailing in an action with the Association, in addition to recovering his reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.

19.5 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Act, this Declaration and the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

20. Termination of Condominium. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least 80 percent of the applicable interests in the Common Elements (after 20 percent of the Units have been sold to Unit Owners other than the Developer, the Developer will not vote the Units owned by it for such withdrawal unless the Owners of at least 80 percent of all other applicable interests in the Common Elements so elect for such withdrawal, at which time Developer may choose to vote either in favor of or against withdrawal from Condominium ownership, as it sees fit). In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interest in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens of his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County. This section may not be amended without the consent of the Developer so long as it owns any Unit and is offering Units for sale in the ordinary course of business.

21. Additional Rights of Institutional First Mortgagees.

21.1 Upon written request to the Association by a Mortgagee, or the insurer or guarantor of any first mortgage encumbering a Unit, such Mortgagee, insurer or guarantor, if its request specifies the name, address and factual basis of entitlement of the requesting party, in addition to the right to examine the Association's books and official records and to receive notice of and attend Association meetings, and any other rights provided herein, shall be entitled to prompt written notice of:

- (a) any condemnation or casualty loss that affects either a material portion of the Condominium Property or any Unit encumbered by its Mortgage;
- (b) any 60 day delinquency in the payment of Assessments, Special Assessments or charges owed by the Unit Owner of any Unit on which it holds the Mortgage;
- (c) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) any proposed action which requires the consent of a specified percentage of Mortgagees.

21.2 Any Mortgagee, upon written request, shall be entitled to receive from the Association a financial report for the immediately preceding fiscal year. Any Mortgagee who has registered its name with the Association shall be provided with written notice prior to the effective date of any proposed, material amendment to this Declaration, or the Articles or Bylaws.

21.3 Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds of the Owners (other than the Developer) have given their prior written approval, the Association shall not be entitled to:

- (a) By act or omission seek to abandon or terminate the Condominium;
- (b) Change the pro rata interest or obligations of any individual Unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the Common Elements;
- (c) Partition or subdivide any Unit;
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Owners shall not be deemed a transfer within the meaning of this clause.);

- (e) Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of such portion.

21.4 Subject to the provisions and limitations set forth in Section 718.110(11), Florida Statutes, any amendment materially affecting the rights of a mortgagee must have the prior written consent of the mortgagee, which approval shall not be unreasonably withheld or delayed.

22. Covenant Running With The Land. All provisions of this Declaration, the Articles, Bylaws and applicable rules and regulations of the Association shall, to the extent applicable, and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units, shall be subject to and shall comply with the provisions of this Declaration and such Articles, Bylaws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations of the Association all, as they may be amended from time to time, by such Unit Owner, tenant or occupant.

In addition to this Declaration, the Articles, Bylaws, and applicable rules of the Condominium Association, the Condominium Property is subject to the Declaration of Covenants and Restrictions for Vizcaya PUD, recorded in O.R. Book 11551, page 436, Palm Beach County records, establishing a private roadway, stormwater management and drainage system, open space, buffers, lake maintenance, easements, and providing for assessments payable to Vizcaya Neighborhood Property Owners Association, Inc.

23. Additional Provisions.

- 23.1 Notices. All notices to the Association required or desired hereunder or under the Bylaws of the Association shall be sent by certified mail (return receipt requested) to the Association care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage-prepaid, sealed wrapper, except notice of a change of address, which shall be deemed to have been given when received, or five business days after proper mailing, whichever shall first occur.
- 23.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 23.3 Mortgagees. The Association shall not be responsible to any mortgagee or lienor of any Unit hereunder and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.
- 23.4 Exhibits. There is hereby incorporated in this Declaration any materials contained in the Exhibits annexed hereto which under the Act are required to be part of the Declaration.
- 23.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 23.6 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 23.7 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, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

23.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

23.9 Refund of Taxes, Fees and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by the Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to the Developer in the event said refund is received by the Association.

23.10 Disclaimer of Warranties. This is a condominium conversion. The Developer shall establish reserve accounts for capital expenditures and deferred maintenance as required by Section 718.618(1), Florida Statutes. There are no warranties of any kind, express or implied, when existing improvements are converted to ownership as a residential condominium and reserve accounts are funded in accordance with section 718.618(6), Florida Statutes.

Specifically, and without limiting the foregoing, Developer disclaims any and all implied or express warranties as to design, construction, furnishing and equipping of the Condominium Property. Should there be now, or in the future, any warranty or claim that cannot be disclaimed, all incidental and consequential damages arising from the breach of such warranty are hereby disclaimed. All Unit Owners, by virtue of acceptance of title to their respective Units (whether from the Developer or another party) shall be deemed to have automatically waived all incidental and consequential damages. **Unless specifically required by the Act or the applicable rules of the Florida Administrative Code, the Developer shall have no liability for economic or non-economic damages to the Unit Owner. The only remedy available to the Unit Owner and/or Association shall be to compel the Developer to correct any construction defects that may be required by the Act or the applicable rules of the Florida Administrative Code.**

Lastly, each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating, the square footage of a Unit may vary by more than a nominal amount. Additionally as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owners(s) shall be deemed to have conclusively agreed to accept the size and dimension of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional material or otherwise. Without limiting the generality of this Section 23.10,

Developer does not make any representation or warranty as to the actual size, dimensions or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit. Notwithstanding the foregoing, nothing herein shall excuse the Developer from any liability under, or compliance with the provisions of Section 718.506, Florida Statutes.

23.11 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and Bylaws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

23.12 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at a request of the Developer all documents or consents which may be required by all governmental agencies to allow the Developer to complete the plan of development of the Condominium as such plan may be hereafter amended; and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest. The provisions of this section may not be amended without the consent of the Developer.

23.13 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

23.14 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 24th day of August, 2005.

Signed, sealed and delivered
in the presence of:

Montecito Mizner, LLC, a limited liability
company, as Developer

By: CPSI Mizner, LLC, its Manager

Katherine H. Schmidt
Name: Katherine G. Schmidt

By: [Signature]
William S. Rogers, as Vice President

[Signature]
Name: Janice R. Long

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing Declaration of Condominium was acknowledged before me this 24th day of August, 2005, by William S. Rogers, as Vice President of CPSI Mizner, LLC, a Delaware limited liability company, Manager of Montecito Mizner, LLC, a Delaware limited liability company, on behalf of the limited liability company, who is personally known to me.

[Signature]
Notary Public, State of Florida

Name: _____

My Commission Expires _____

My Commission Number is: _____

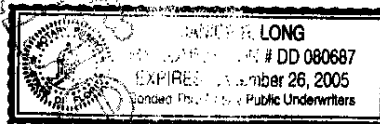
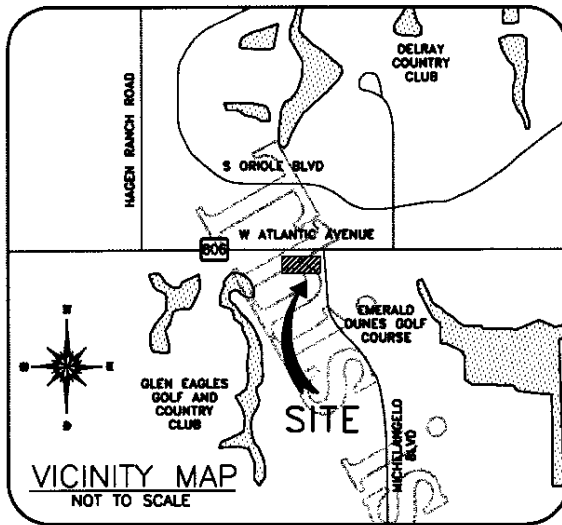


EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
 SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



DRAWING	INDEX OF DRAWINGS	SHEET NO.
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SITE MAP		5 OF 66
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BUILDING TYPE Ia (FLOOR PLANS)		8-9 OF 66
BUILDING TYPE Ib (FLOOR PLANS)		10-11 OF 66
BUILDING TYPE II (FLOOR PLANS)		12-14 OF 66
BUILDING TYPE III (FLOOR PLANS)		15-17 OF 66
BUILDING TYPE IV (FLOOR PLANS)		18-19 OF 66
BUILDING TYPE IVa (FLOOR PLANS)		20-21 OF 66
BUILDING TYPE V (FLOOR PLANS)		22-23 OF 66
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GARAGE (TYPICALS)		38-49 OF 66
ROOF PLANS		50-57 OF 66
ELEVATIONS		58-66 OF 66
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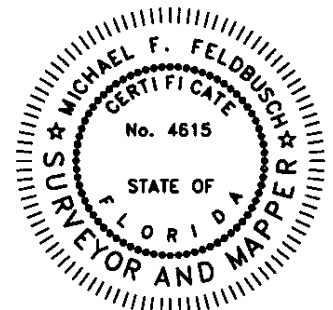
CERTIFICATION:

I HEREBY CERTIFY TO:

I HEREBY CERTIFY THAT THE SURVEY, ENCLOSED SHEETS 1 THROUGH 13, INCLUSIVE, AND ENCLOSED SHEETS 1 THROUGH 66, INCLUSIVE, WHICH COMPRISE THIS EXHIBIT "A", IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN TO INCLUDE THE COMMON ELEMENTS AND UNITS, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS, IS SUBSTANTIALLY COMPLETE SUCH THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM FOR MIZNER VILLAGE, DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT INCLUDED WITHIN SAID CONDOMINIUM CAN BE DETERMINED FROM THESE MATERIALS.

I HEREBY CERTIFY THAT THIS CONDOMINIUM BOUNDARY HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 61G17-6, PURSUANT TO CHAPTER 718.104(e), FLORIDA STATUTES, AND FIND THAT THERE ARE NO EASEMENTS, ENCROACHMENTS, OR USES AFFECTING THIS PROPERTY, THAT I HAVE KNOWLEDGE OF OTHER THAN THOSE SHOWN AND DEPICTED THEREON.

[Signature]
MICHAEL F. FELDBUSCH, PSM
 FLORIDA REGISTRATION No. 4615
 DATE OF CERTIFICATION 06/02/05
 DATE OF REVISIONS 06/22/05
 DATE OF REVISIONS 06/29/05

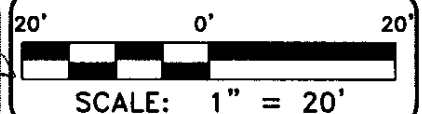


U.S. SURVEYOR@U.S.SURVEYOR.COM



SHEET NAME:

VICINITY MAP
 SHEET INDEX
 AND
 CERTIFICATION



SHEET 1 OF 66

JOB NUMBER:
 SS35730_14

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

LEGAL DESCRIPTION

AS PER COMMITMENT NO. 300502401 DATED MARCH 17, 2005 AT 11:00 P.M.

PARCEL A, MIZNER VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGES 170 TO 173, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THE NON-EXCLUSIVE EASEMENTS CREATED UNDER THE CERTAIN DRAINAGE EASEMENT AGREEMENT DATED AS OF AUGUST 10, 2000, AND RECORDED ON AUGUST 11, 2000 IN OFFICIAL RECORDS BOOK 11950, PAGE 811, AND TOGETHER WITH THE NON-EXCLUSIVE EASEMENTS FOR ACCESS AND PRIVATE ROADWAY TRACT D-1, ALSO KNOWN AS MICHELANGELO BOULEVARD, STORM WATER DRAINAGE AND MAINTENANCE OF ONE SIGN ALL AS GRANTED IN SECTION 4.2 OF THE CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS FOR VIZCAYA, P.U.D. RECORDED JANUARY 7, 2000 IN OFFICIAL RECORDS BOOK 11551, PAGE 436, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Not a Certified Copy

USSURVEY@USSURVEYOR.COM

U.S. SURVEYOR®

1929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

LAND
DESCRIPTION

20' 0' 20'



SCALE: 1" = 20'

SHEET 2 OF 66

JOB NUMBER:
SS35730_14

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

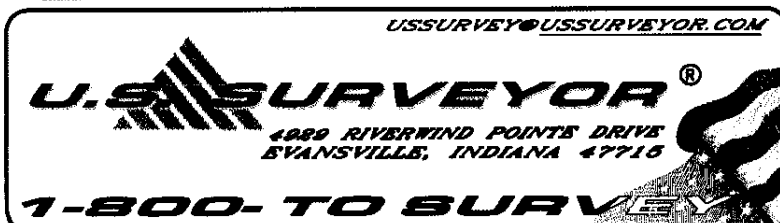
NOTES

1. THE EXPECTED USE OF THE SUBJECT PROPERTY IS FOR CONDOMINIUMS AND FALLS WITHIN THE SUBURBAN CATEGORY AS CLASSIFIED IN CHAPTER 61G17-6.003, FLORIDA ADMINISTRATIVE CODE. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THAT ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.
2. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS.
3. UNIT BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES:

UPPER BOUNDARIES. THE HORIZONTAL PLANE(S) OF THE INTERIOR UNDECORATED FINISHED LOWER SURFACE OF THE CEILING.

LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE INTERIOR UNDECORATED FINISHED UPPER SURFACE OF THE FLOOR.

PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE UNFINISHED EXTERIOR SURFACE OF THE CONCRETE BLOCK WALLS BOUNDING THE UNIT EXTENDED TO INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES OF THE UNIT, EXCLUDING LATH, STUCCO, PAINT OR OTHER FINISH ON THE EXTERIOR CONCRETE BLOCK WALL. IN UNITS WITH COMMON PARTY WALLS BOUNDING THE UNIT, THE BOUNDARY IS THE CENTERLINE OF PARTY WALL.
4. THE CONTRACTED USE OF THIS SURVEY IS FOR THE CREATION OF CONDOMINIUM DOCUMENTS. THIS SURVEY IS NOT VALID FOR ANY OTHER USES.
5. THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE PREPARED FOR: MONTECITO PROPERTY COMPANY.
6. © COPYRIGHT 2005 BY US SURVEYOR.
THE SKETCH OF SURVEY AND SURVEY REPORT COMPRISE THE COMPLETE SURVEY.
THIS SURVEY IS NOT VALID UNLESS THE SKETCH AND REPORT ACCOMPANY EACH OTHER.
REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER EMPLOYED BY US SURVEYOR.
8. LIMITED COMMON ELEMENTS (LCE) ARE COMMON ELEMENTS, THE EXCLUSIVE USE OF WHICH IS ASSIGNED TO PARTICULAR UNIT(S). THE LIMITED COMMON ELEMENTS INCLUDE: ALL EQUIPMENT, FIXTURES AND INSTALLATIONS LOCATED OUTSIDE OF A UNIT, WHICH FURNISH AIR CONDITIONING OR HEATING EXCLUSIVELY TO THAT UNIT; ANY BALCONY, PATIO OR PORCH (AND ANY STORAGE ROOM) THAT IS ATTACHED TO AND SERVES ONLY ONE UNIT SHALL BE A LIMITED COMMON ELEMENT; PARKING GARAGE SPACES; AND ANY PART OF THE COMMON ELEMENTS THAT IS CONNECTED TO OR EXCLUSIVELY SERVES A SINGLE UNIT, AND IS SPECIFICALLY REQUIRED BY THE DECLARATION OF CONDOMINIUM TO BE MAINTAINED, REPAIRED OR REPLACED BY OR AT THE EXPENSE OF THE UNIT OWNER, INCLUDING WINDOWS, SCREENS AND DOORS, AND ALL HARDWARE THEREFOR.
9. ALL DIMENSIONS SHOWN IN THE INDIVIDUAL UNITS ARE BASED UPON THE UNIT BOUNDARIES DESCRIBED IN NOTE 3.
10. ALL DIMENSIONS SHOWN ARE BASED UPON ARCHITECTURAL PLANS SUPPLIED BY THE CLIENT AND MAY VARY SLIGHTLY FROM UNIT TO UNIT.



SHEET NAME:

NOTES

20' 0' 20'

SCALE: 1" = 20'

SHEET 3 OF 66

JOB NUMBER: SS35730_14

EXHIBIT "A"

MURANO AT DELRAY BEACH, A CONDOMINIUM

SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

STANDARD LEGEND

(R) RECORD DATA	TOB TOP OF BEAM	ELEV ELEVATOR
(M) MEASURED DATA	TOS TOP OF SLAB	EQUIP EQUIPMENT
(C) CALCULATED DATA	FFE FINISH FLOOR ELEVATION	CL CLOSET
R/W RIGHT OF WAY	LCE LIMITED COMMON ELEMENT	ME MECHANICAL ROOM
BSL BACK SET LINE	CE COMMON ELEMENT	RM ROOM
MTL METAL	FNT FOUNTAIN	ORB OFFICIAL RECORD BOOK
FPL FLORIDA POWER & LIGHT	STOR STORAGE ROOM	PG PAGE
AC AIR CONDITIONING UNIT	TYP TYPICAL	R RADIUS
CBS CONCRETE BLOCK STRUCTURE	EL ELEVATION	L LENGTH OF ARC
M MASTER	BATH BATHROOM	LN LINEN CLOSET
COL COLUMN	ELECT ELECTRICAL	LAU LAUNDRY ROOM
WIC WALK-IN-CLOSET	KIT KITCHEN	—SS— SAN. SEWER LINE
● MONUMENT FOUND	PA PANTRY	⊙ SEWER MANHOLE
○ MONUMENT SET	⊙ POWERPOLE	⊙ CLEAN OUT
■ P.K. NAIL FOUND	← GUY WIRE	—SD— STORM DRAIN LINE
□ P.K. NAIL SET	☀ LIGHT POLE	⊙ STORM DRAIN MANHOLE
× FND X MARK	⊠ ELEC. TRANSFORMER	⊠ STORM INLET
× SET X MARK	⊠ AIR CONDITIONER	⊠ PARKING METER
—W— WATER LINE	O/H E OVERHEAD ELECTRIC	⊠ TELEPHONE BOX
⊙ WATER MANHOLE	⊠ ELECTRIC METER	—T— TELEPHONE LINE
⊠ WATER VALVE	⊠ ELECTRIC PANEL	—C— CABLE TELEVISION
⊠ WATER METER	⊠ ELECTRIC BOX	O/H C OVERHEAD CABLE
⊠ HYDRANT	⊠ O/H LIGHT AFFIXED TO BLDG	⊠ CABLE BOX
⊠ BACK FLOW PREVENTOR	⊠ UP LIGHT	● BOLLARD
⊠ SPRINKLER HEAD	⊠ ELECTRIC VAULT	⊠ BORE HOLE
⊠ GAS VALVE	ELECT RM ELECTRIC ROOM	⊠ MONITORING WELL
⊠ GAS METER	COMM RM COMMUNICATIONS ROOM	⊠ FIRE PLUG MANHOLE
—G— GAS LINE	PR POWDER ROOM	W.D. WASHER/DRYER
		T.C. TRASH CHUTE
		L/S LANDSCAPING
		⊠ TREE
		⊠ PLANTER

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SHEET NAME

LEGEND

20' 0' 20'

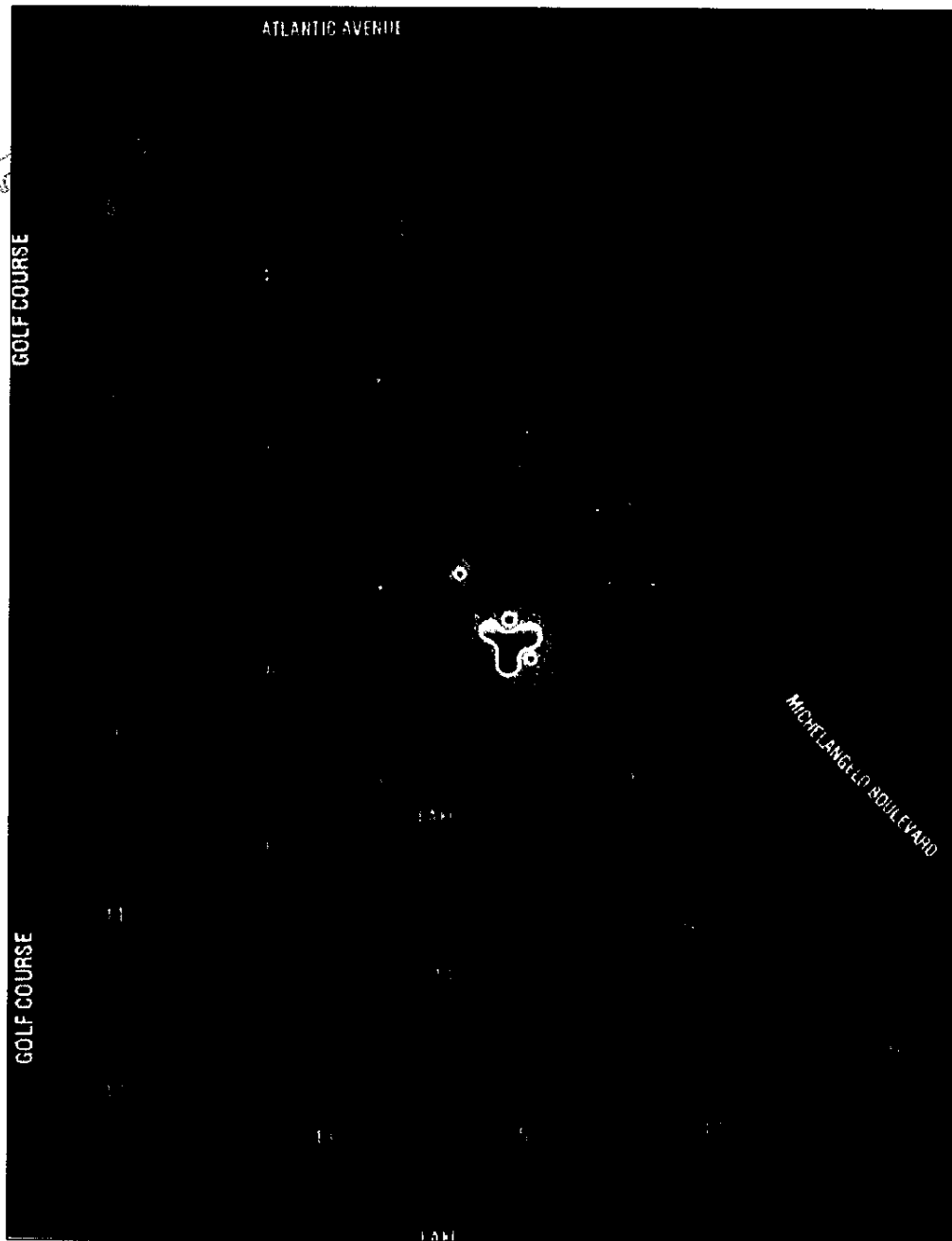


SCALE: 1" = 20'

SHEET 4 OF 66

JOB NUMBER:
SS35730_14

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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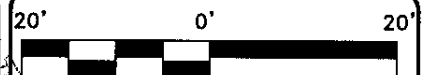
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4989 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

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SHEET NAME:

SITE MAP



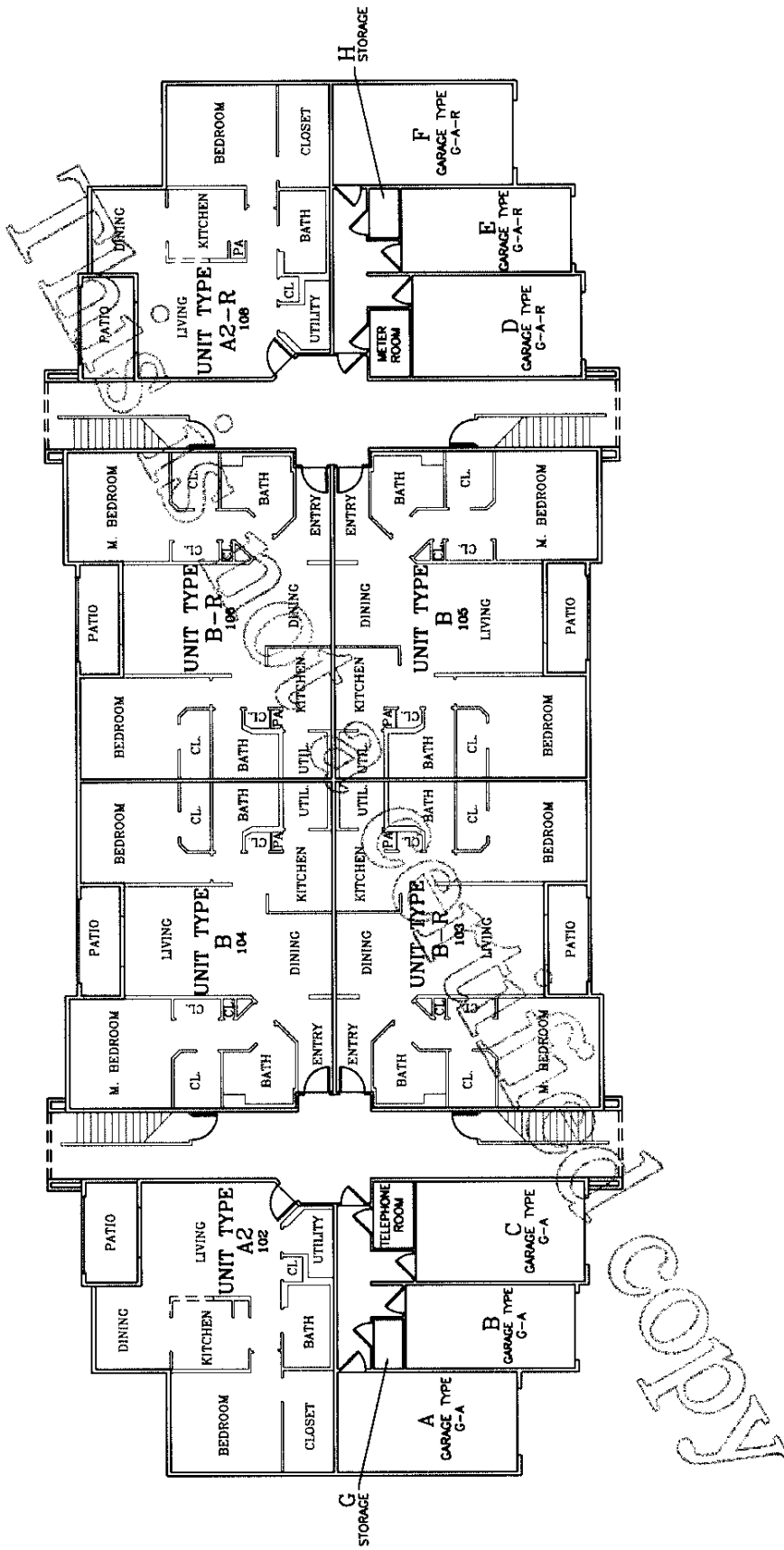
SCALE: 1" = 20'

SHEET 5 OF 66

JOB NUMBER:
SS35730_14

EXHIBIT "A"

MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



20' 0' 20'

SCALE: 1" = 20'

JOB NUMBER: SS35730_6

SHEET 6 OF 66

SHEET NAME:

BUILDING TYPE I
1ST FLOOR PLAN
BUILDINGS 5, 11 & 12

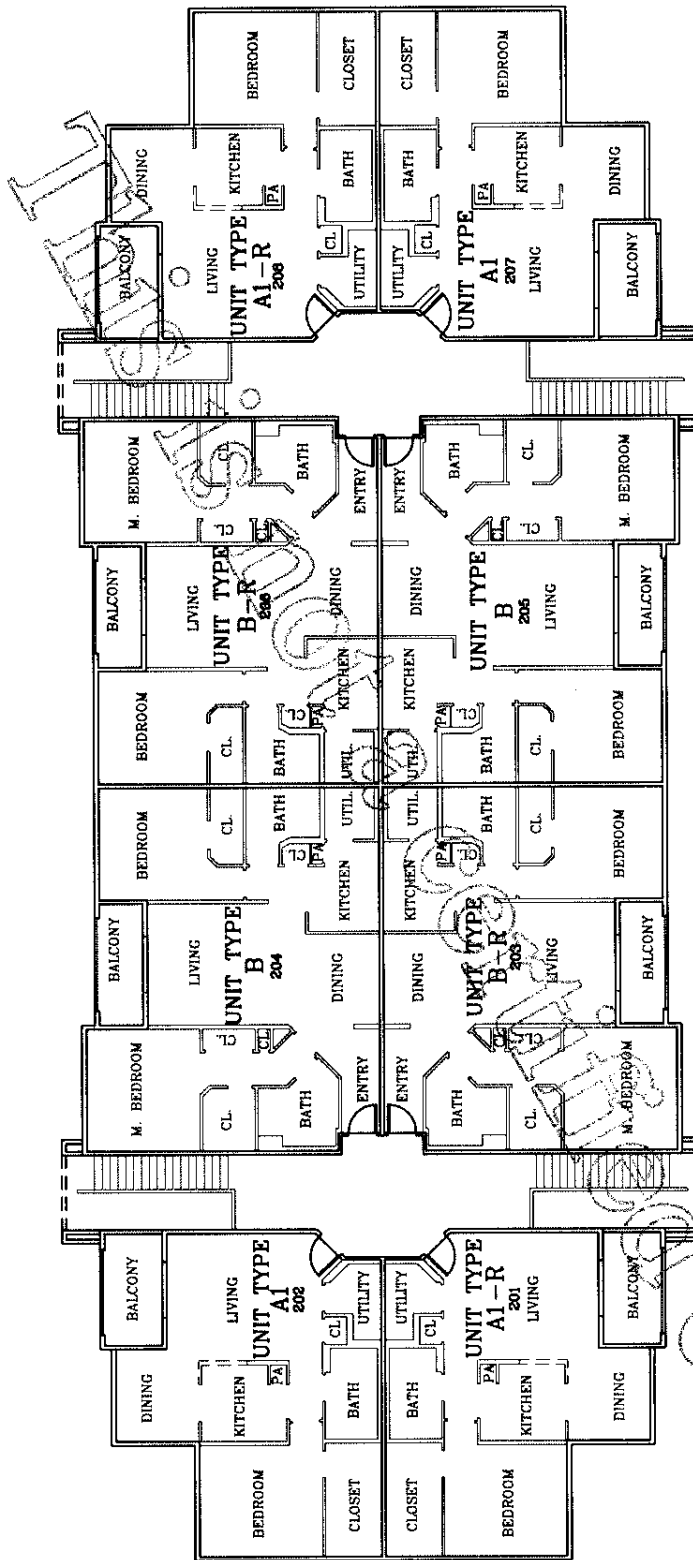
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EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



JOB NUMBER:
SS35730_6

SHEET 7 OF 66

SHEET NAME:

BUILDING TYPE I
2ND FLOOR PLAN
BUILDINGS 5, 11 & 12

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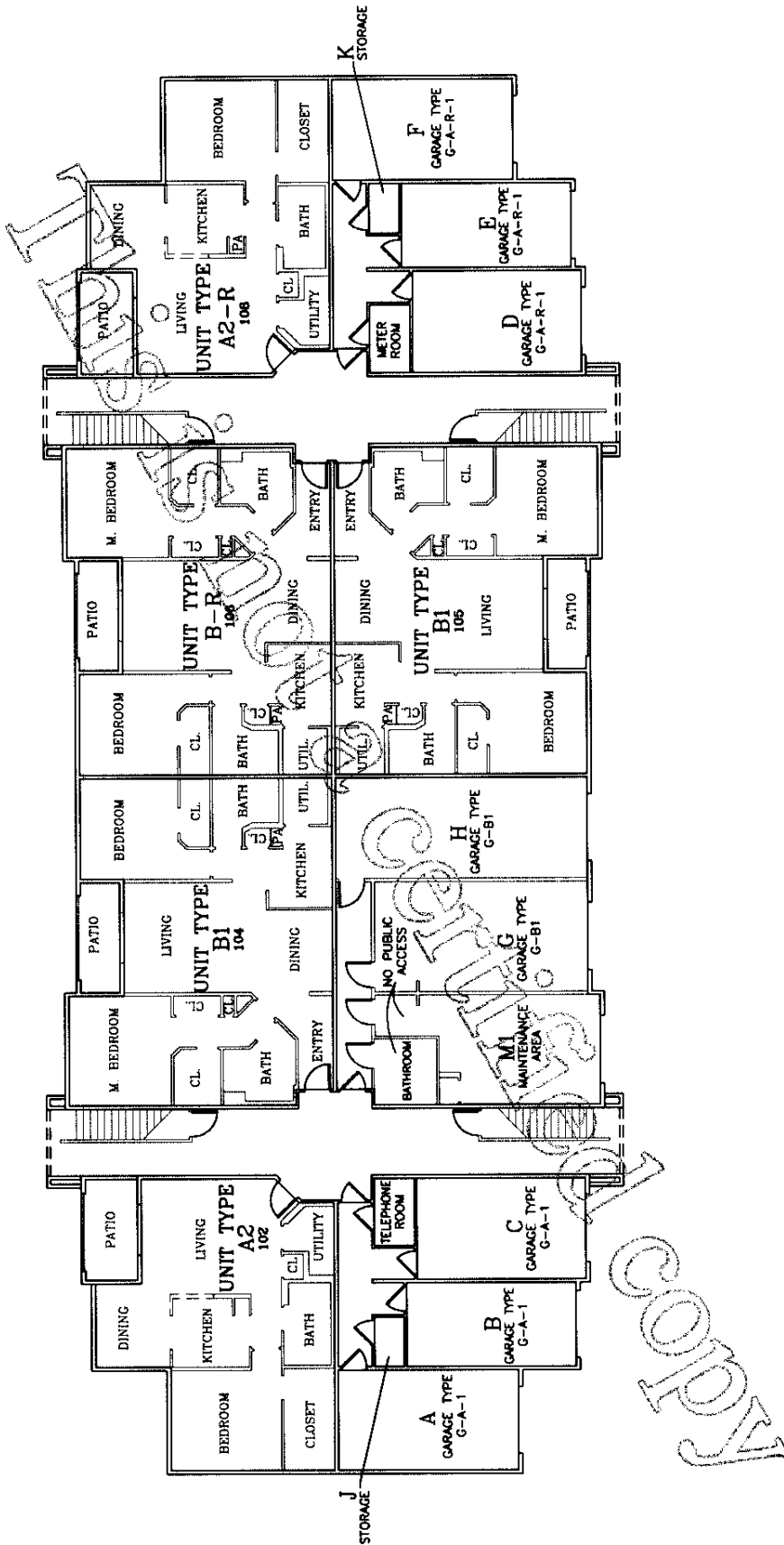
4020 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURV

EXHIBIT "A"

MURANO AT DELRAY BEACH, A CONDOMINIUM

SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



20' 0' 20'

SCALE: 1" = 20'

SHEET 8 OF 66

JOB NUMBER: SS35730_6

SHEET NAME:

BUILDING TYPE 1a

1ST FLOOR PLAN

BUILDING 3

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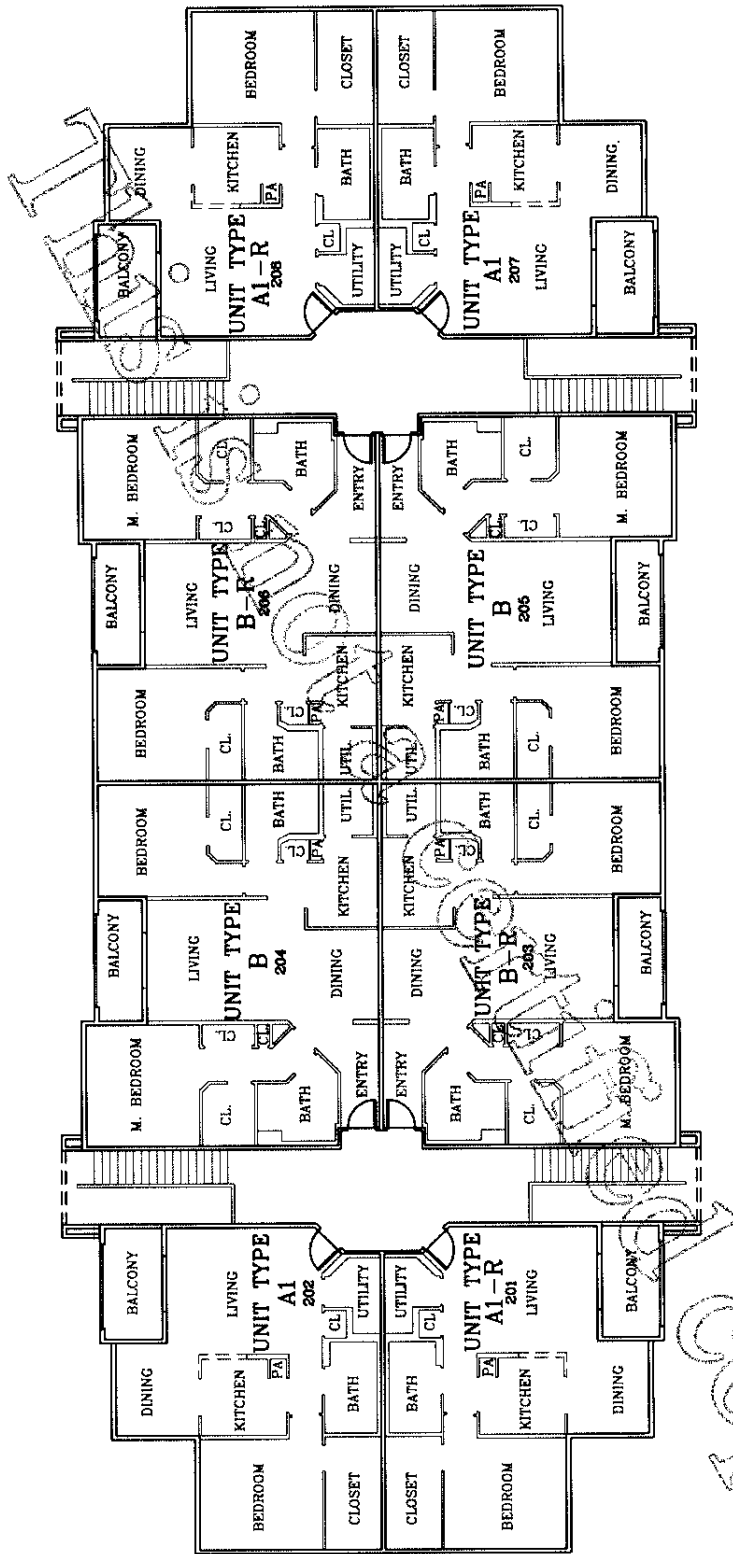
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EXHIBIT "A"

MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



JOB NUMBER:
SS35730_6

SHEET 9 OF 66

SHEET NAME:

BUILDING TYPE Ia
2ND FLOOR PLAN
BUILDING 3

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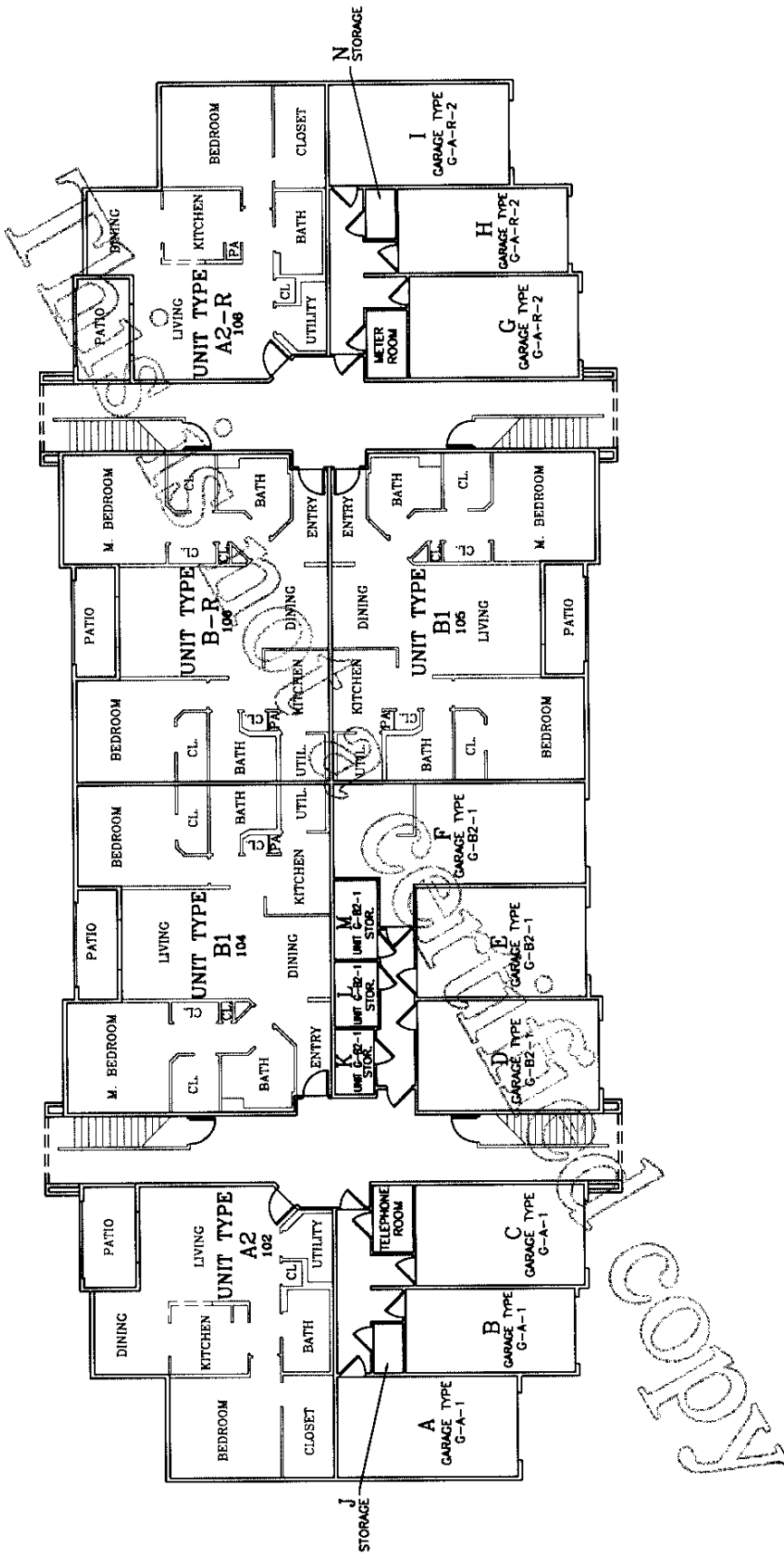
U.S. SURVEYOR®

4929 RIVERWIND POINTE DRIVE
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EXHIBIT "A"

MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



20' 0' 20'

SCALE: 1" = 20'

JOB NUMBER:
SS35730_6

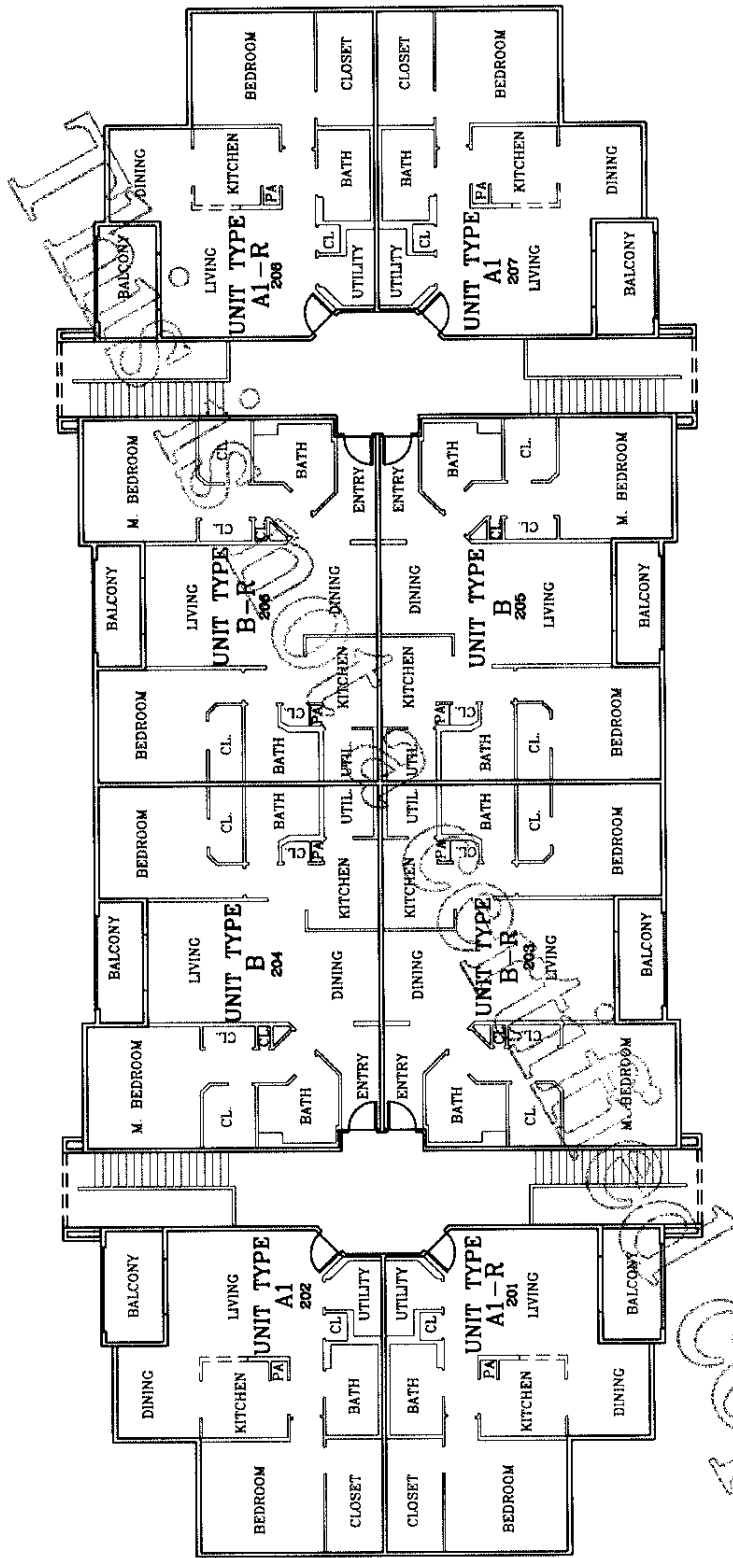
SHEET NAME:

BUILDING TYPE Ib
1ST FLOOR PLAN
BUILDING 18

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EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



20' 0' 20'

SCALE: 1" = 20'

JOB NUMBER:
SS35730_6

SHEET 11 OF 66

SHEET NAME:
BUILDING TYPE 1b
2ND FLOOR PLAN
BUILDING 18

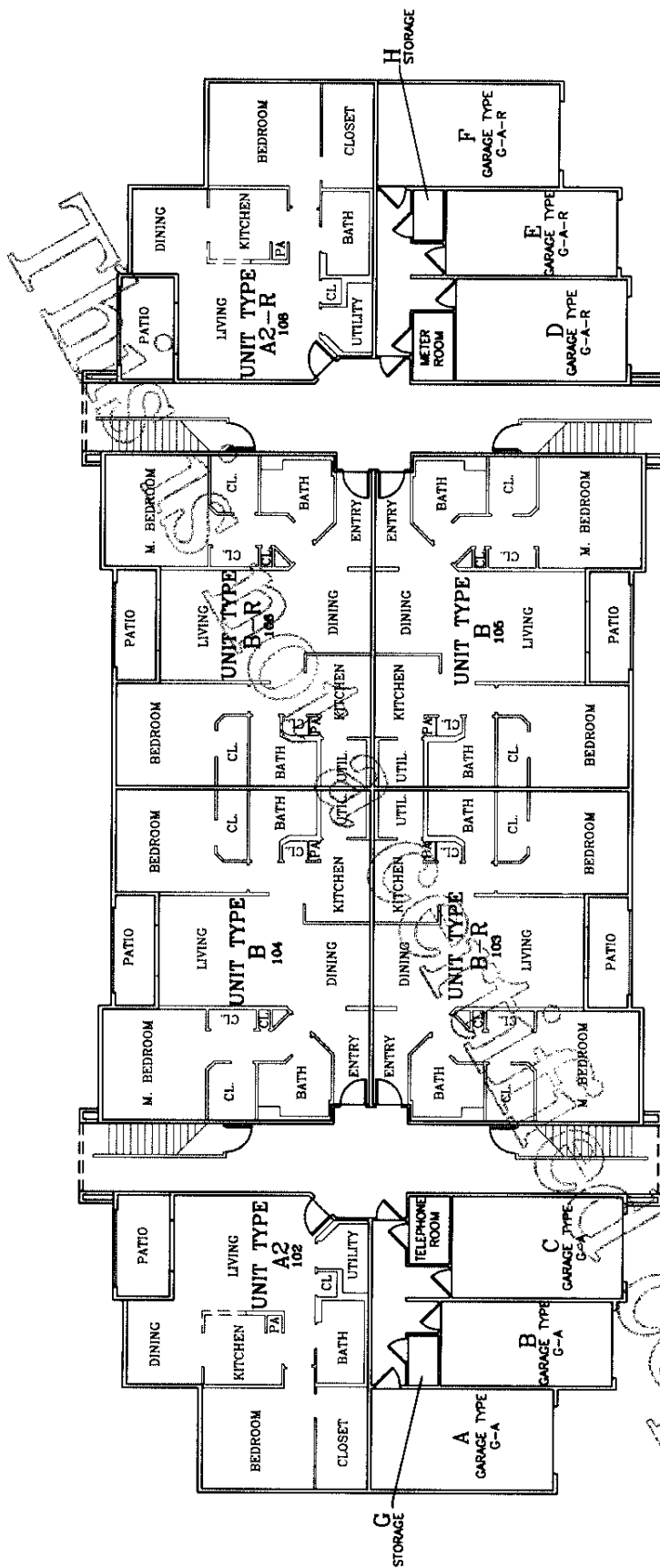
U.S. SURVEYOR®
1929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715
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EXHIBIT "A"

MURANO AT DELRAY BEACH, A CONDOMINIUM

SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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SHEET NAME:

BUILDING TYPE II
1ST FLOOR PLAN
BUILDINGS 4,7,8 & 10



SCALE: 1" = 20'

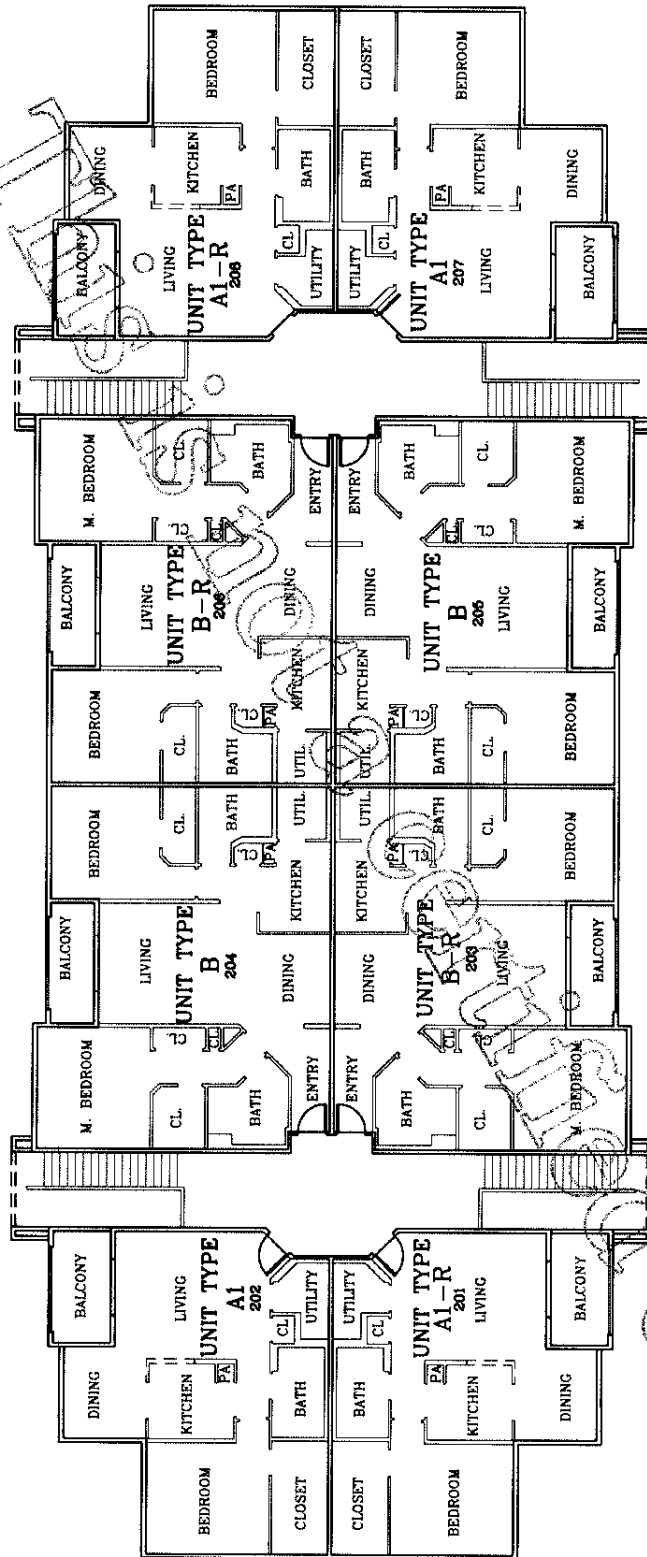
JOB NUMBER:
SS35730_6

SHEET 12 OF 66

EXHIBIT "A"

MURANO AT DELRAY BEACH, A CONDOMINIUM

SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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SHEET NAME:

BUILDING TYPE II
2ND FLOOR PLAN
BUILDINGS 4,7,8 & 10

20' 0' 20'

SCALE: 1" = 20'

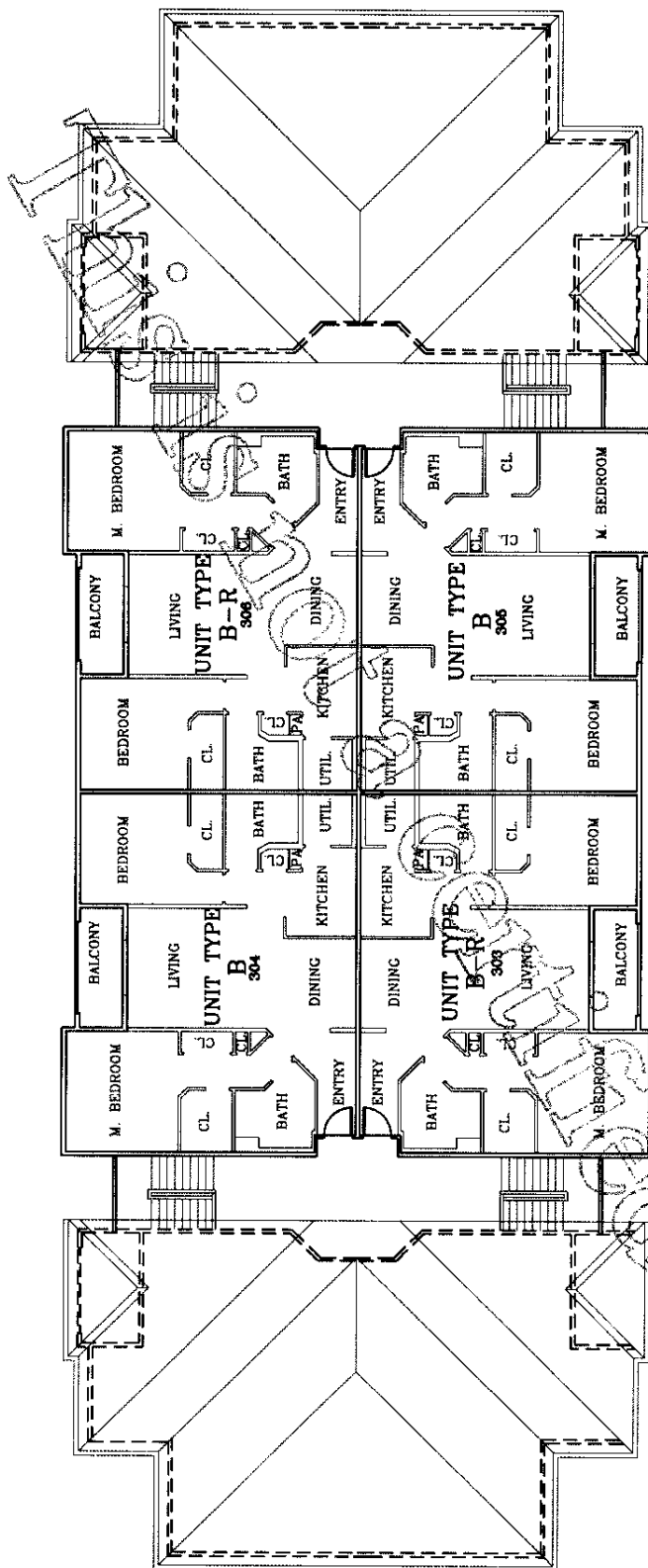
JOB NUMBER:
SS35730_6

SHEET 13 OF 66

EXHIBIT "A"

MURANO AT DELRAY BEACH, A CONDOMINIUM

SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



20' 0' 20'

SCALE: 1" = 20'

JOB NUMBER:
SS35730_6

SHEET 14 OF 66

SHEET NAME:

BUILDING TYPE II
3RD FLOOR PLAN
BUILDINGS 4,7,8 & 10

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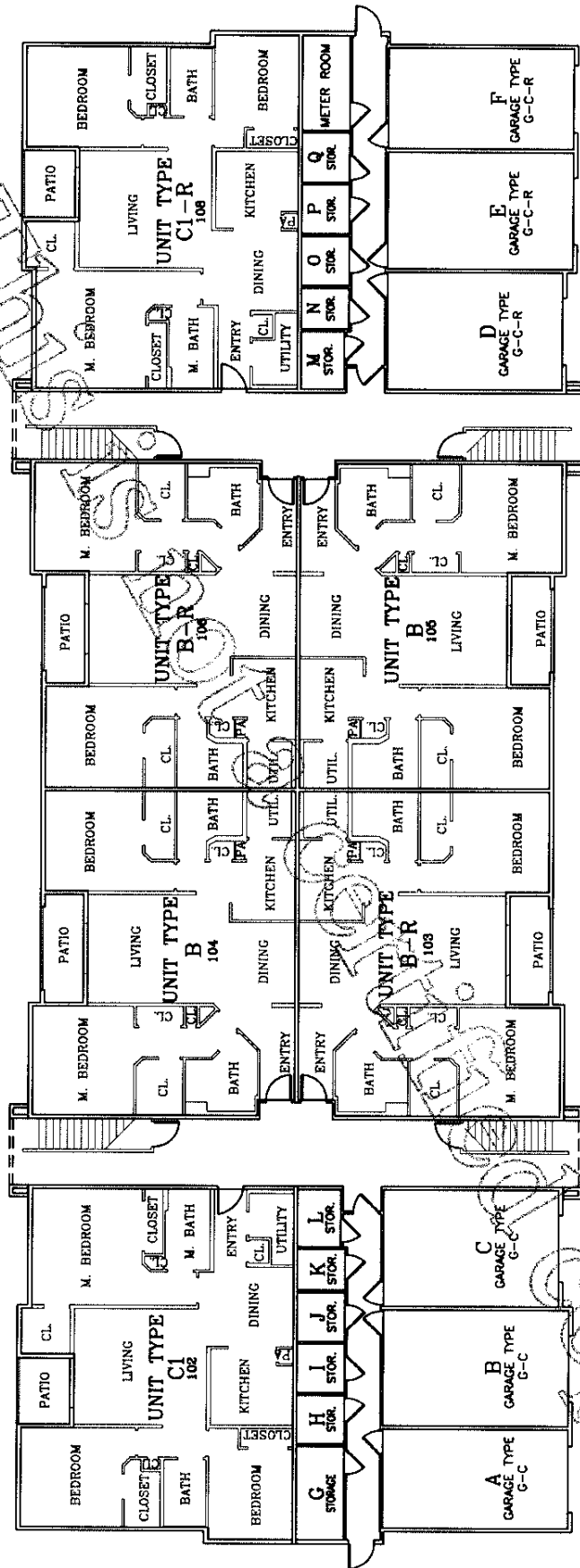
4929 RIVERWIND POINTE DRIVE
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EXHIBIT "A"

MURANO AT DELRAY BEACH, A CONDOMINIUM

SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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SHEET NAME:

BUILDING TYPE III
1ST FLOOR PLAN
BUILDINGS 1, 14 & 16

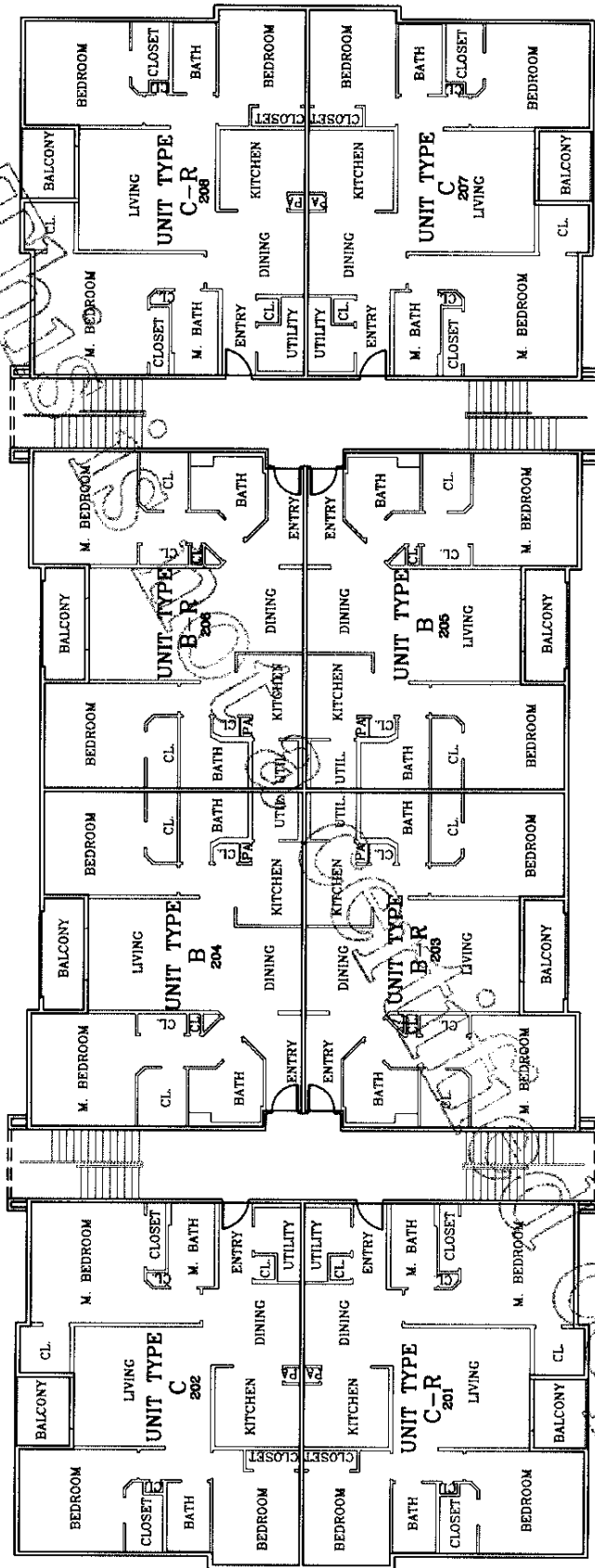
20' 0' 20'

SCALE: 1" = 20'

SHEET 15 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



20' 0' 20'

SCALE: 1" = 20'

JOB NUMBER:
SS35730_6

SHEET NAME:
BUILDING TYPE III
2ND FLOOR PLAN
BUILDINGS 1,14 & 16

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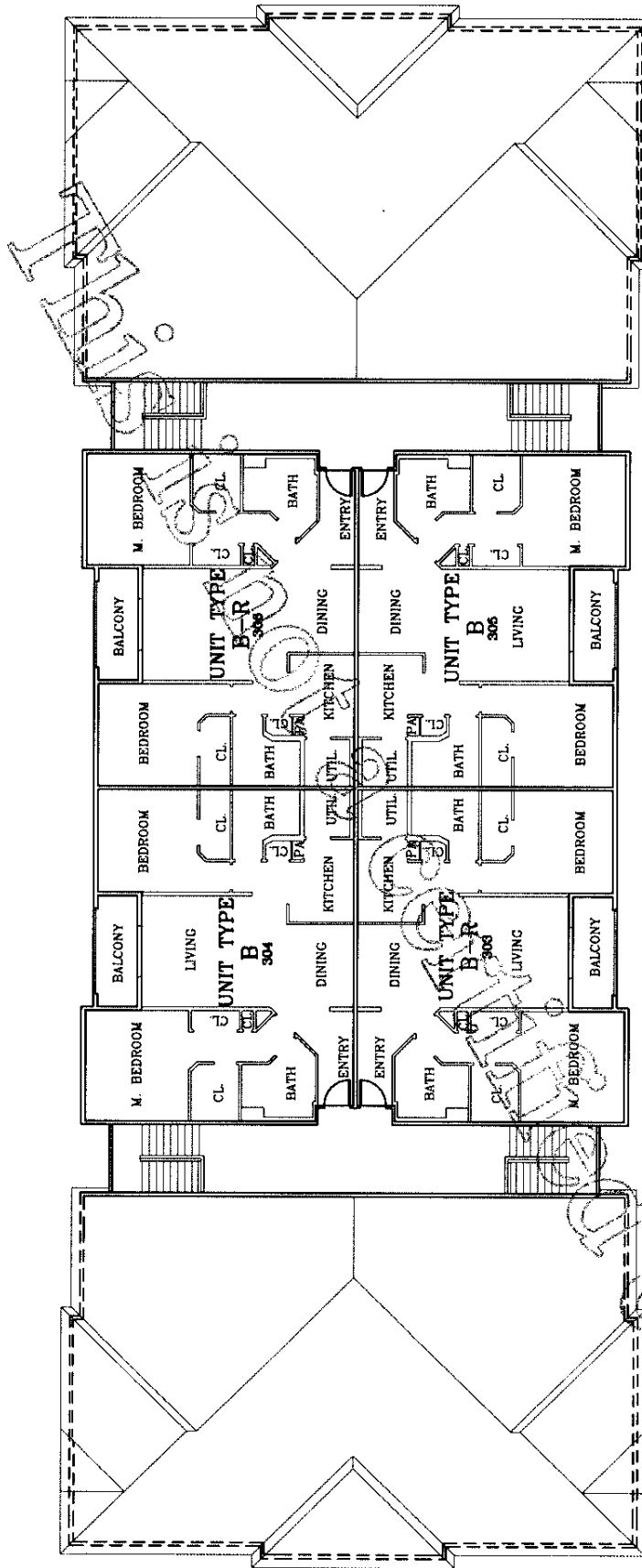
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EXHIBIT "A"

MURANO AT DELRAY BEACH, A CONDOMINIUM

SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



SHEET NAME:

BUILDING TYPE III
3RD FLOOR PLAN
BUILDINGS 1,14 & 16

SCALE: 1" = 20'

JOB NUMBER:
SS35730_6

SHEET 17 OF 66

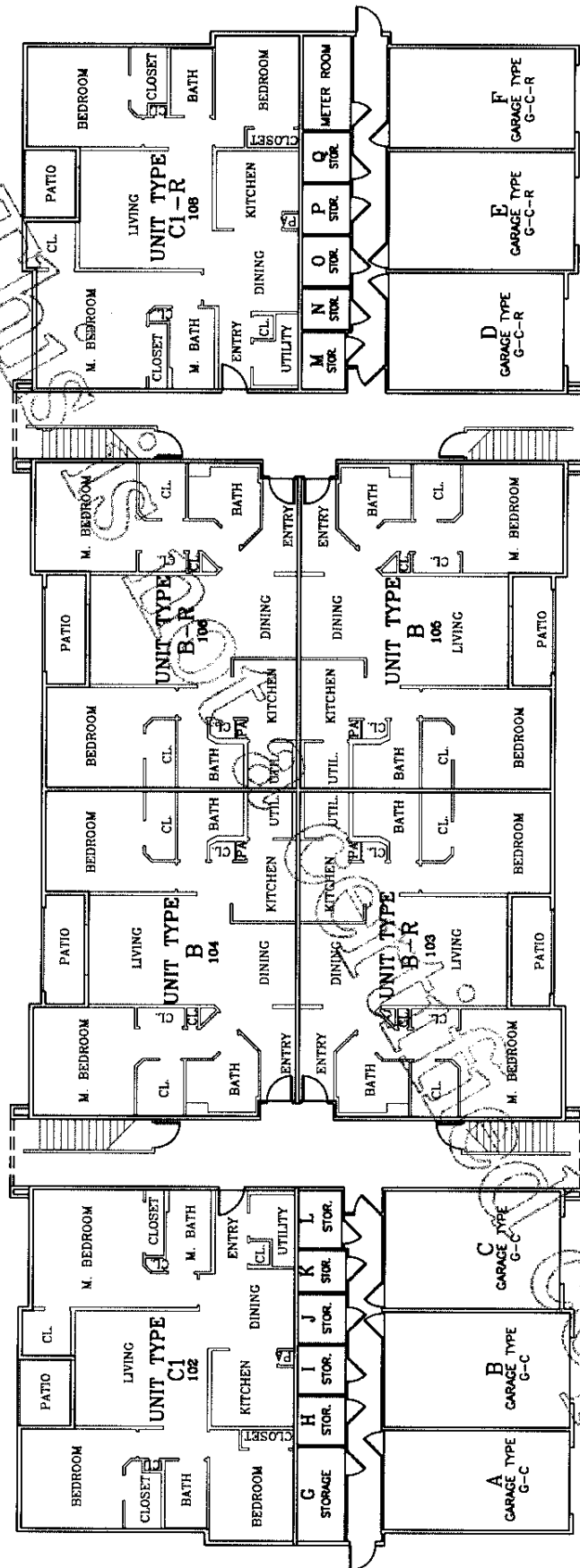
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EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



SHEET NAME:
BUILDING TYPE IV
1ST FLOOR PLAN
BUILDING 17

20' 0' 20'
SCALE: 1" = 20'

JOB NUMBER:
SS35730_6

SHEET 18 OF 66

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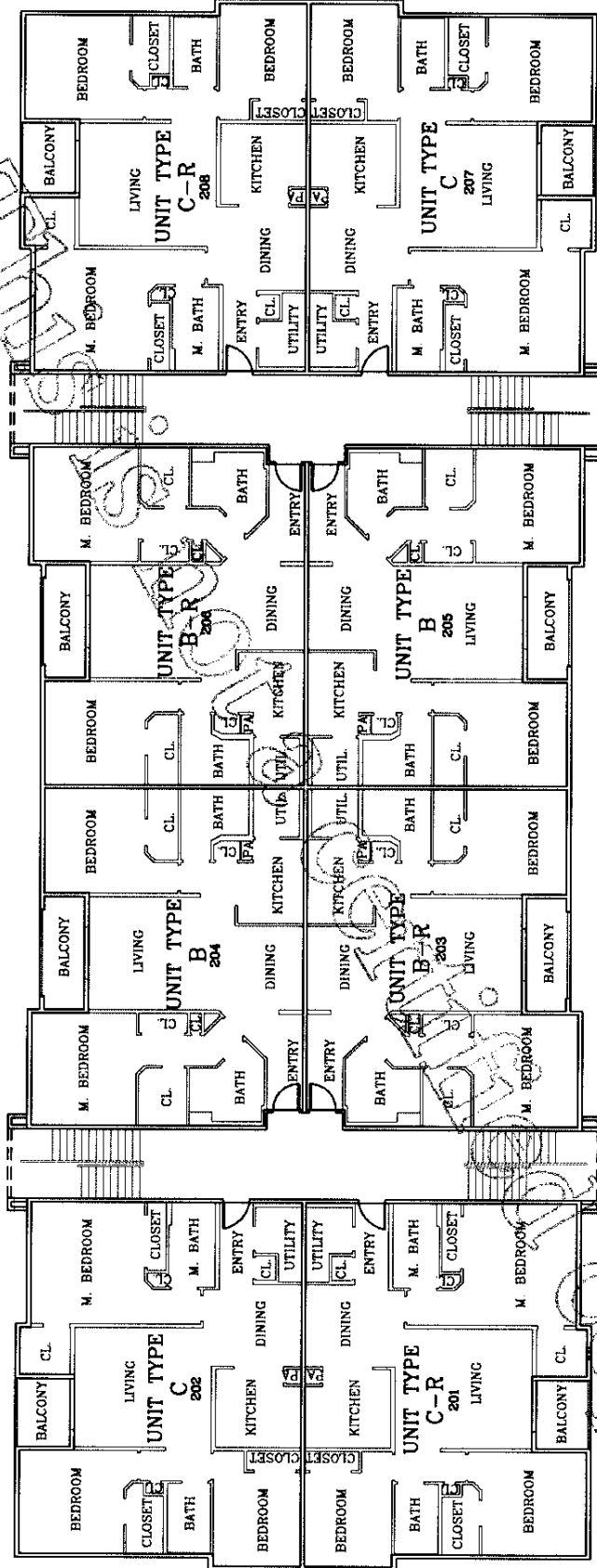
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EXHIBIT "A"

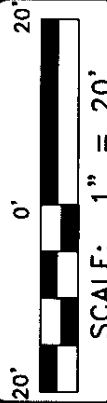
MURANO AT DELRAY BEACH, A CONDOMINIUM

SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



SHEET NAME:

BUILDING TYPE IV
2ND FLOOR PLAN
BUILDING 17



JOB NUMBER:
SS35730_6

SHEET 19 OF 66

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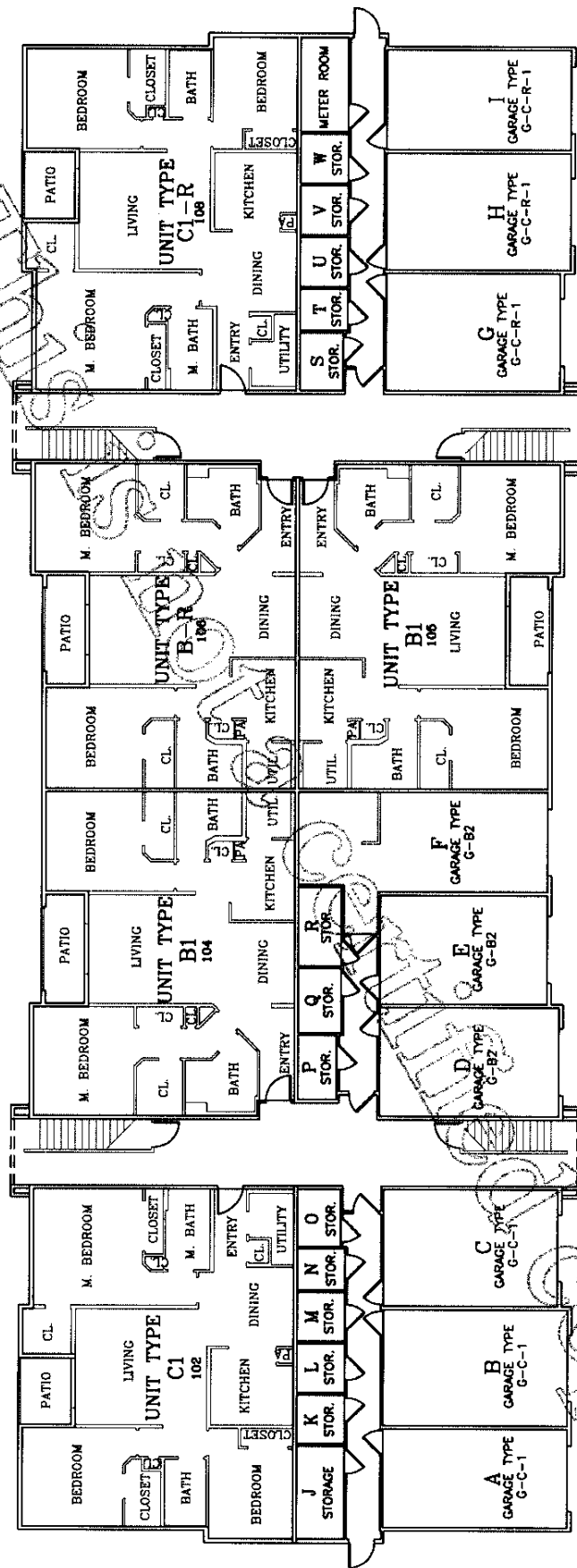
4920 RIVERWIND POINTE DRIVE
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EXHIBIT "A"

MURANO AT DELRAY BEACH, A CONDOMINIUM

SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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SHEET NAME:
 BUILDING TYPE IVa
 1ST FLOOR PLAN
 BUILDINGS 6,9 & 13

20' 0' 20'

SCALE: 1" = 20'

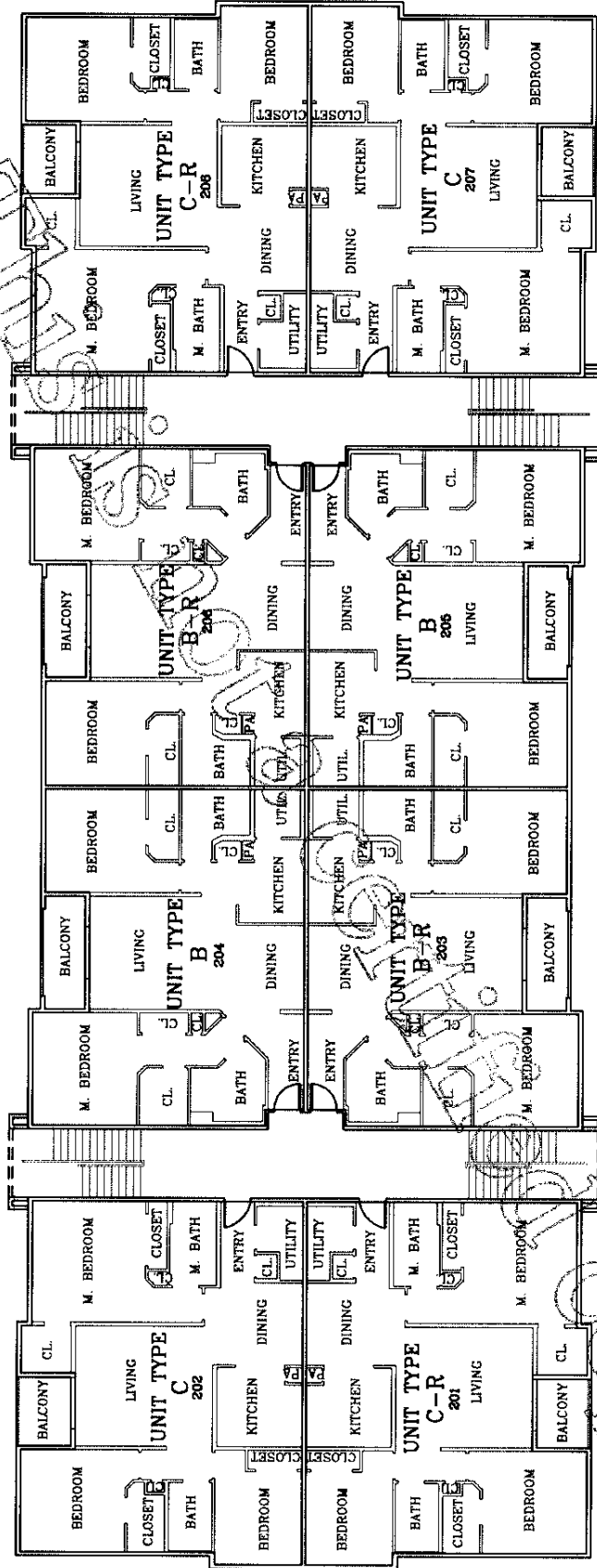
JOB NUMBER:
 SS35730_6

SHEET 20 OF 66

EXHIBIT "A"

MURANO AT DELRAY BEACH, A CONDOMINIUM

SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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SHEET NAME:

BUILDING TYPE IVa
2ND FLOOR PLAN
BUILDINGS 6,9 & 13

20' 0' 20'

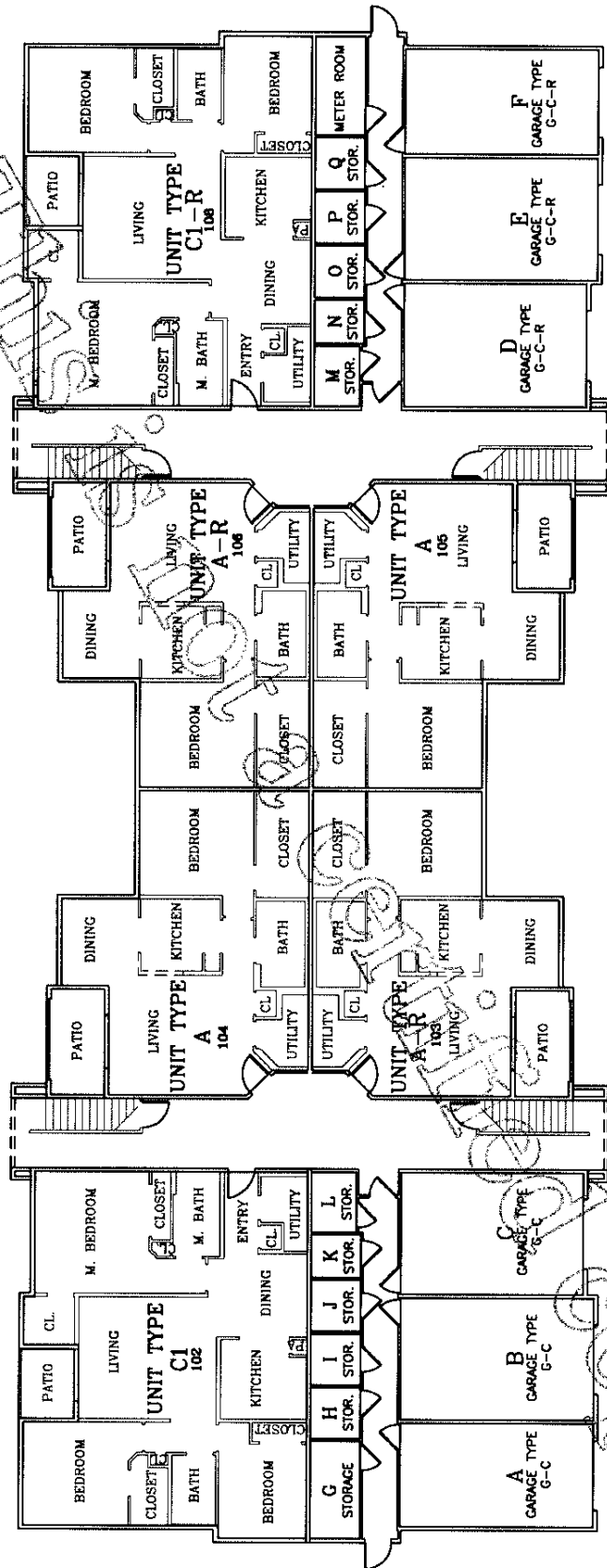


SCALE: 1" = 20'

JOB NUMBER:
SS35730_6

SHEET 21 OF 66

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



20' 0' 20'

SCALE: 1" = 20'

JOB NUMBER:
SS35730_6

SHEET NAME:

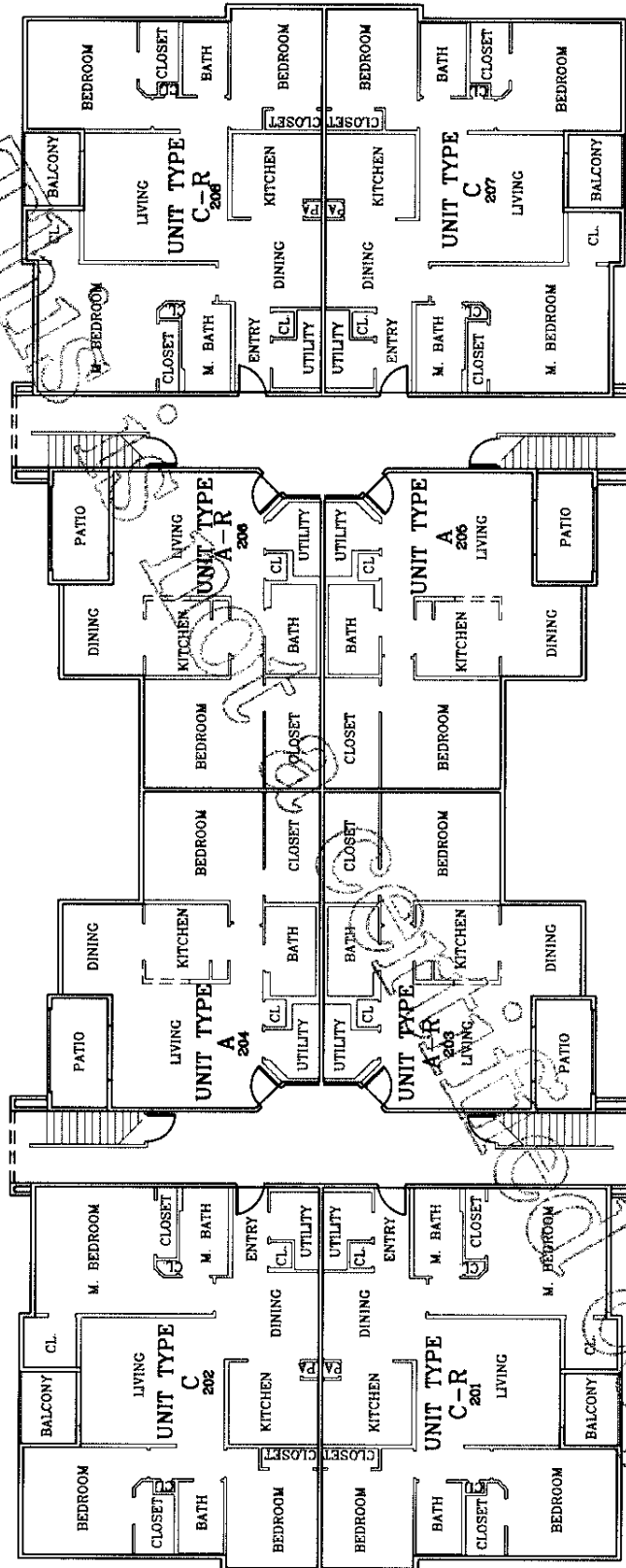
BUILDING TYPE V
1ST FLOOR PLAN
BUILDINGS 2 & 15

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EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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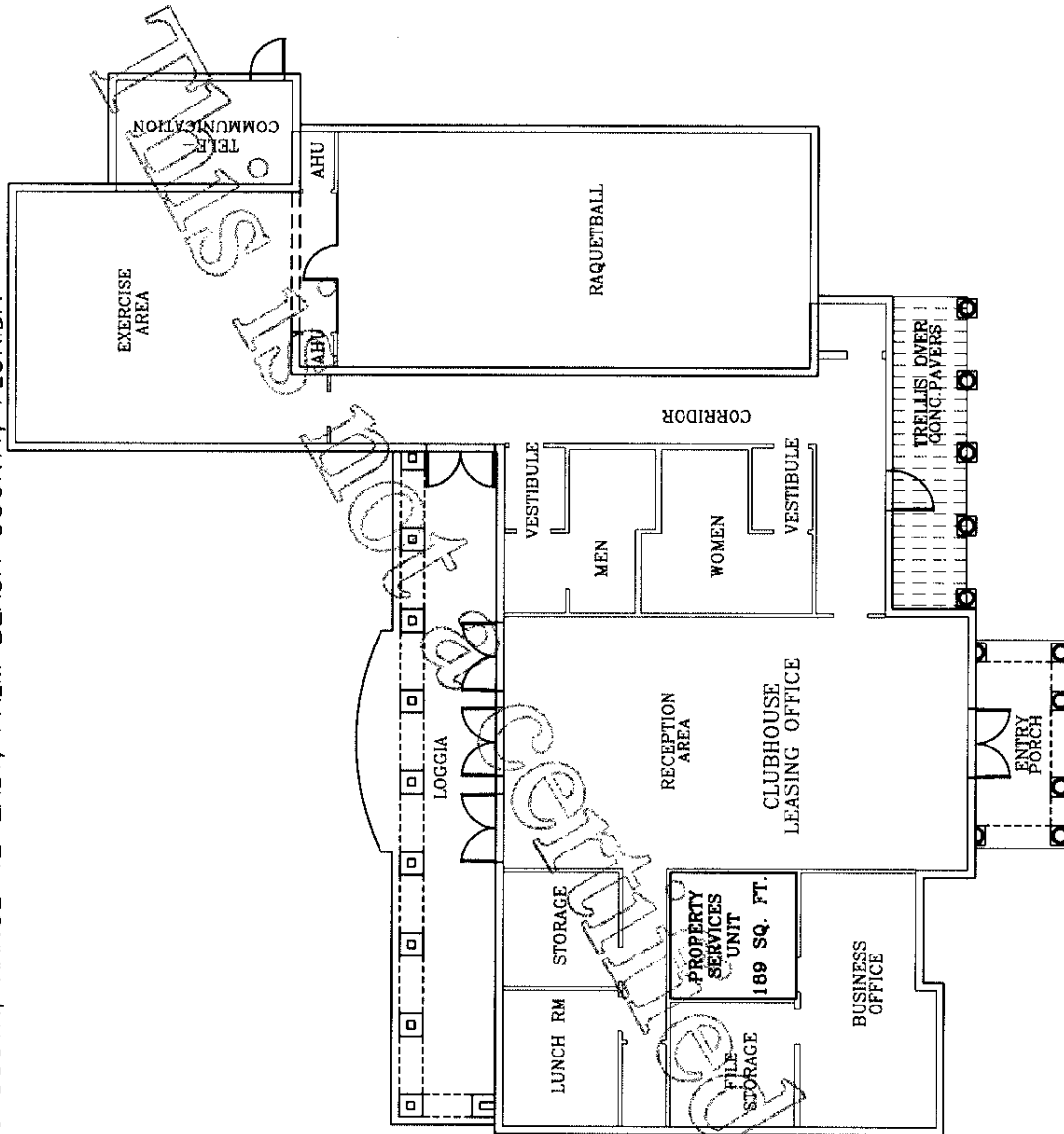
SHEET NAME:
BUILDING TYPE V
2ND FLOOR PLAN
BUILDINGS 2 & 15

20' 0' 20'
SCALE: 1" = 20'

SHEET 23 OF 66
JOB NUMBER:
SS35730_6

EXHIBIT "A"

MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



NOT TO SCALE

SHEET 24 OF 66

JOB NUMBER:
SS35730_4

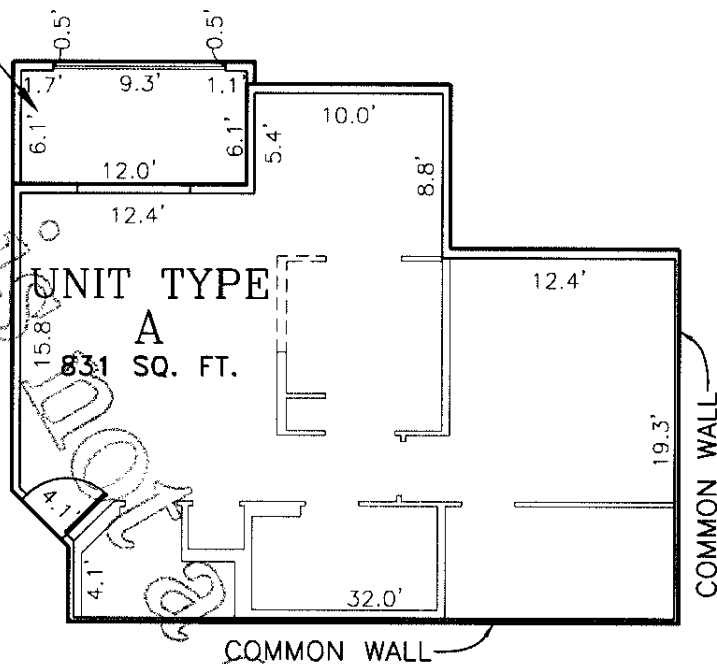
SHEET NAME:
CLUBHOUSE/
LEASING OFFICE
FLOOR PLAN

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EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

PATIO/BALCONY
LCE
82 SQ. FT.



UNIT NUMBERS
2-104, 2-105, 2-204, 2-205
15-104, 15-105, 15-204, 15-205

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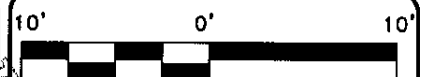
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EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

TYPICAL
UNIT TYPE A
DETAIL

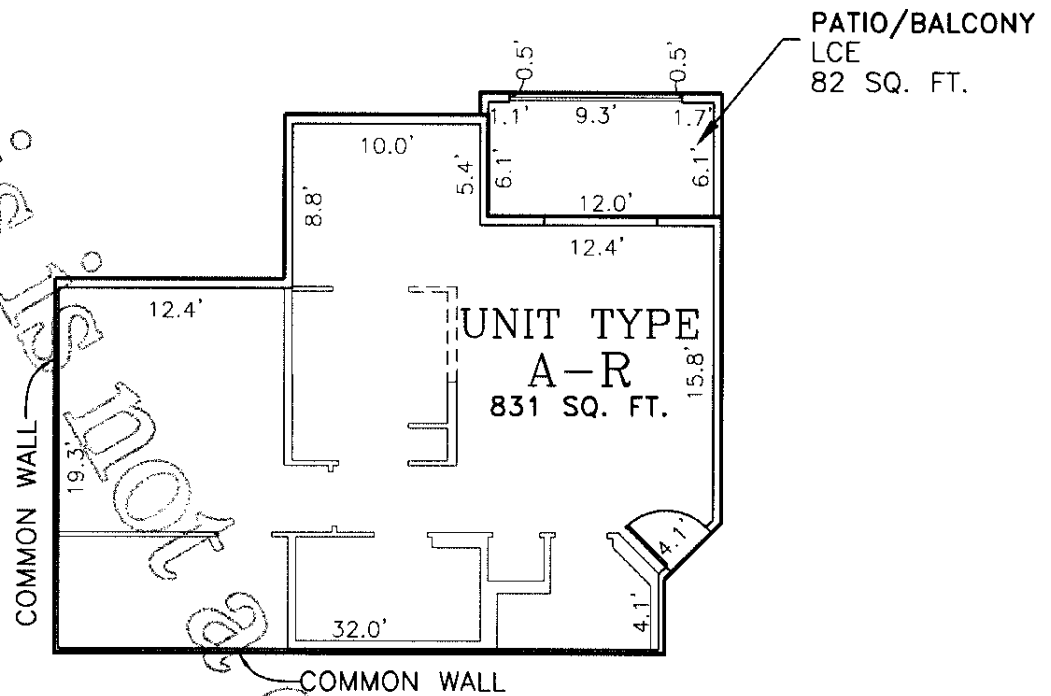


SCALE: 1" = 10'

SHEET 25 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



UNIT NUMBERS
2-103, 2-106, 2-203, 2-206
15-103, 15-106, 15-203, 15-206

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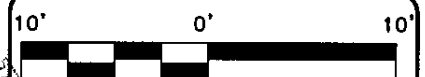
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SHEET NAME:

TYPICAL
UNIT TYPE A-R
DETAIL

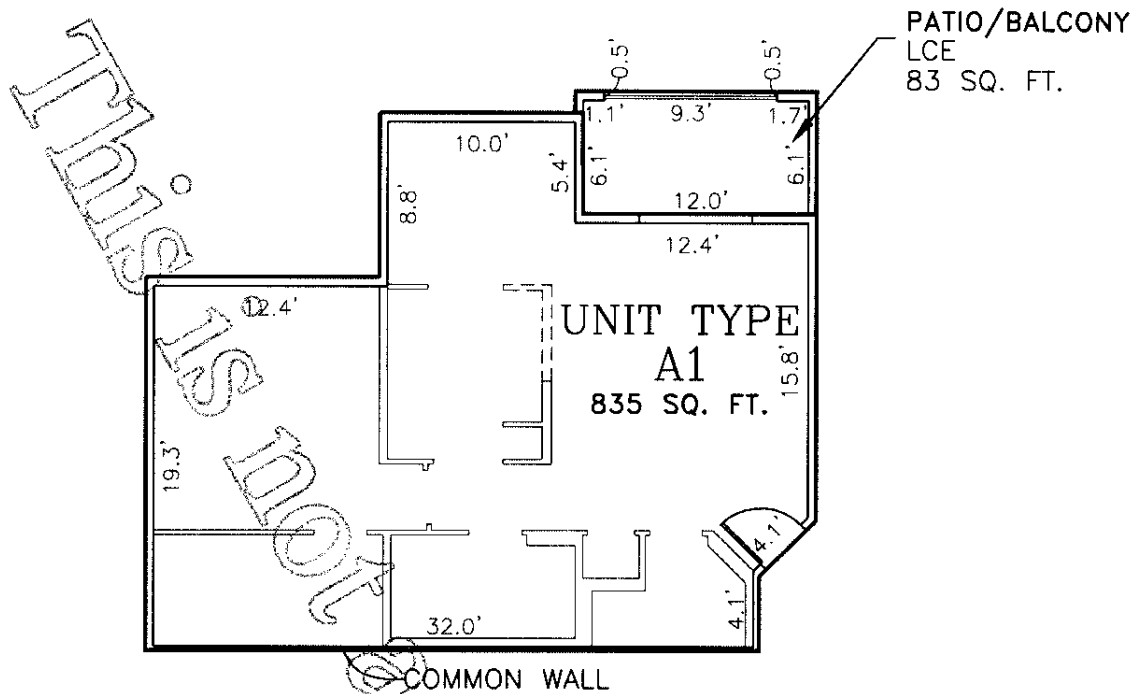


SCALE: 1" = 10'

SHEET 26 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



UNIT NUMBERS
3-202, 3-207
4-202, 4-207
5-202, 5-207
7-202, 7-207
8-202, 8-207
10-202, 10-207
11-202, 11-207
12-202, 12-207
18-202, 18-207

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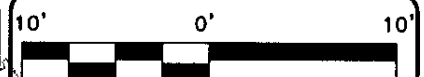
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4929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

TYPICAL
UNIT TYPE A1
DETAIL



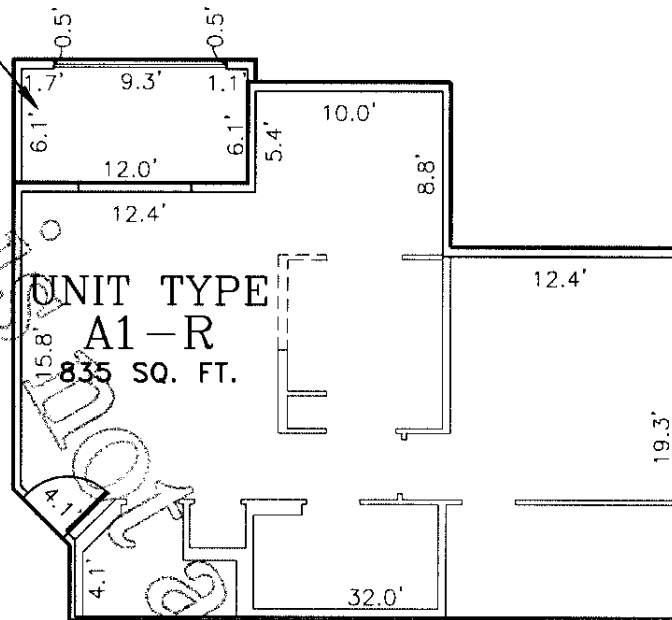
SCALE: 1" = 10'

SHEET 27 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

PATIO/BALCONY
LCE
83 SQ. FT.



COMMON WALL

UNIT NUMBERS

3-201, 3-208
4-201, 4-208
5-201, 5-208
7-201, 7-208
8-201, 8-208
10-201, 10-208
11-201, 11-208
12-201, 12-208
18-201, 18-208

USSURVEY@USSURVEYOR.COM

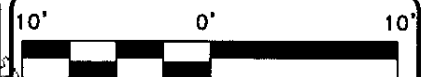
U.S. SURVEYOR®

4929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

TYPICAL
UNIT TYPE A1-R
DETAIL

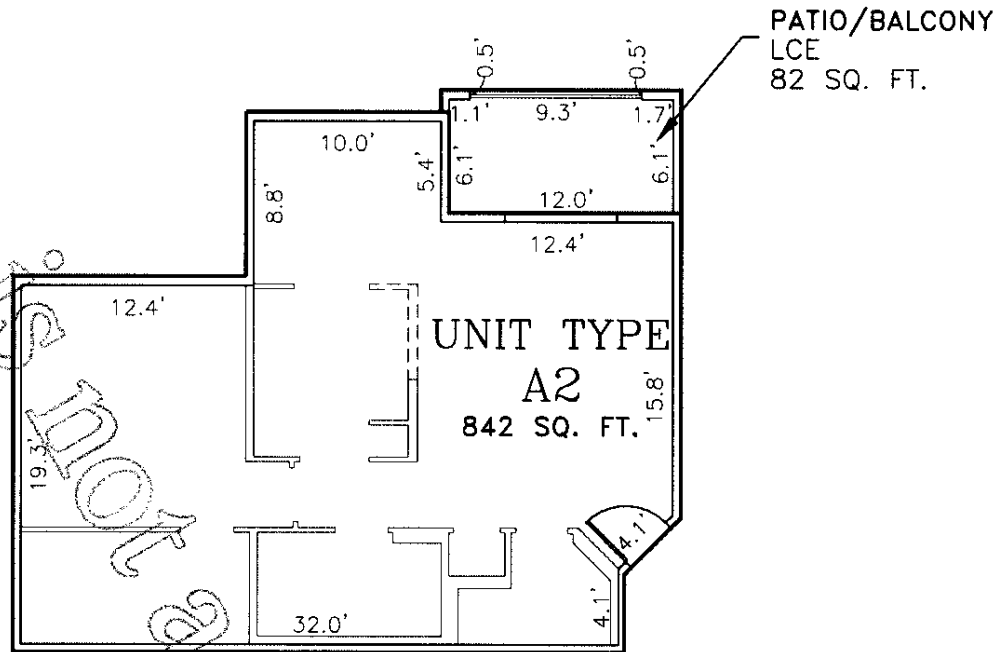


SCALE: 1" = 10'

SHEET 28 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



UNIT NUMBERS

3-102
4-102
5-102
7-102
8-102
10-102
11-102
12-102
18-102

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U.S. SURVEYOR®

1989 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

TYPICAL
UNIT TYPE A2
DETAIL

10' 0' 10'

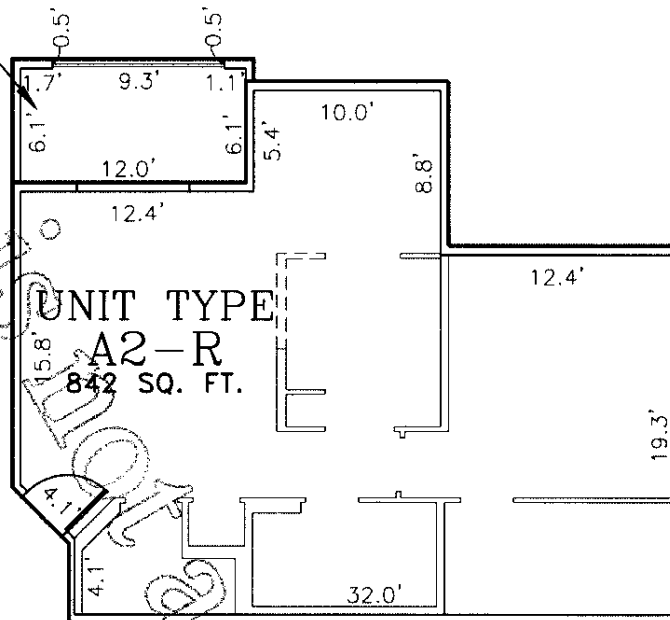
SCALE: 1" = 10'

SHEET 29 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

PATIO/BALCONY
LCE
82 SQ. FT.



UNIT NUMBERS

3-108
4-108
5-108
7-108
8-108
10-108
11-108
12-108
18-108

USSURVEYOR@USSURVEYOR.COM

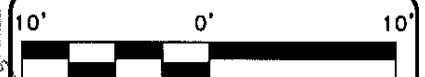
U.S. SURVEYOR®

1929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

TYPICAL
UNIT TYPE A2-R
DETAIL

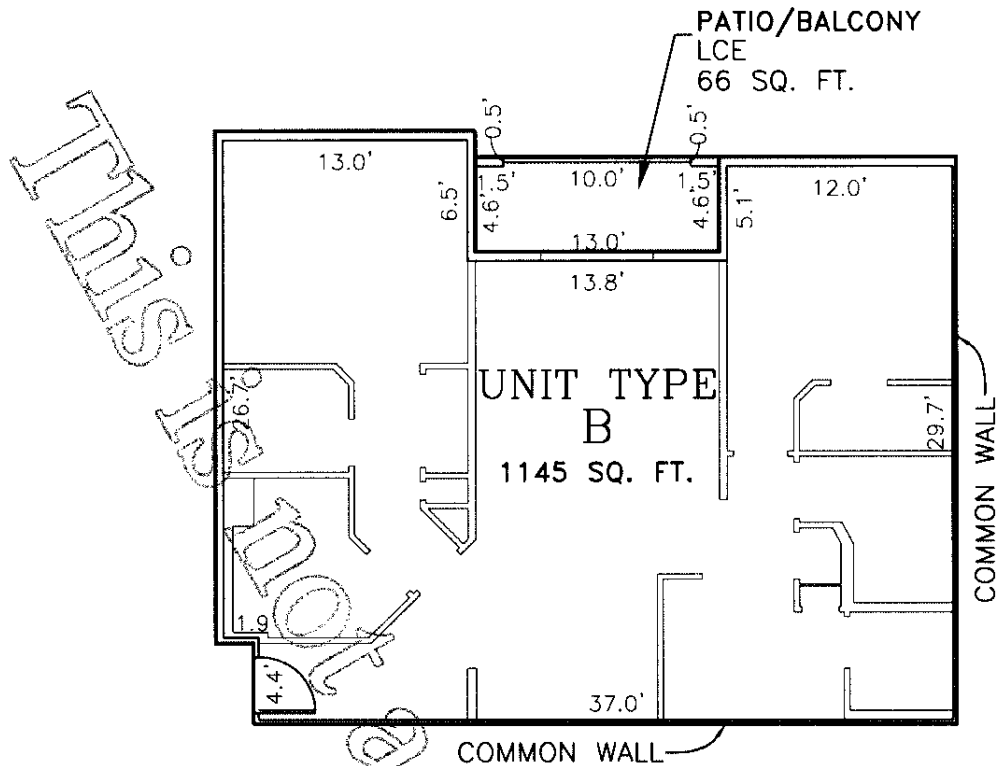


SCALE: 1" = 10'

SHEET 30 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



UNIT NUMBERS

1-104, 1-105, 1-204, 1-205, 1-304, 1-305
3-204, 3-205
4-104, 4-105, 4-204, 4-205, 4-304, 4-305
5-104, 5-105, 5-204, 5-205
6-204, 6-205
7-104, 7-105, 7-204, 7-205, 7-304, 7-305
8-104, 8-105, 8-204, 8-205, 8-304, 8-305
9-204, 9-205
10-104, 10-105, 10-204, 10-205, 10-304, 10-305
11-104, 11-205, 12-204, 12-205
12-104, 12-105, 12-204, 12-205
13-204, 13-205
14-104, 14-105, 14-204, 14-205, 14-304, 14-305
16-104, 16-105, 16-204, 16-205, 16-304, 16-305
17-104, 17-105, 17-204, 17-205
18-204, 18-205

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U.S. SURVEYOR®

4929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

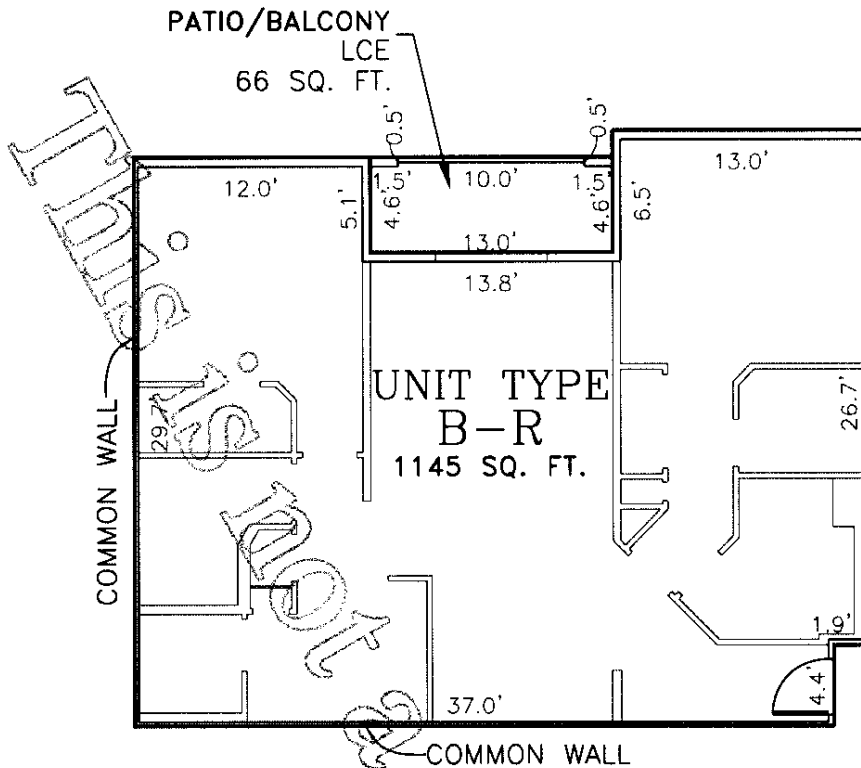
TYPICAL
UNIT TYPE B
DETAIL



SHEET 31 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



UNIT NUMBERS

1-103, 1-106, 1-203, 1-206, 1-303, 1-306
3-106, 3-203, 3-206
4-103, 4-106, 4-203, 4-206, 4-303, 4-306
5-103, 5-106, 5-203, 5-206
6-106, 6-203, 6-206
7-103, 7-106, 7-203, 7-206, 7-303, 7-306
8-103, 8-106, 8-203, 8-206, 8-303, 8-306
9-106, 9-203, 9-206
10-103, 10-106, 10-203, 10-206, 10-303, 10-306
11-103, 11-106, 11-203, 11-206
12-103, 12-106, 12-203, 12-206
13-106, 13-203, 13-206
14-103, 14-106, 14-203, 14-206, 14-303, 14-306
16-103, 16-106, 16-203, 16-206, 16-303, 16-306
17-103, 17-106, 17-203, 17-206
18-106, 18-203, 18-206

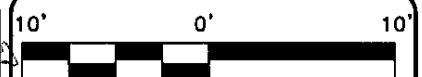
USSURVEYOR@USSURVEYOR.COM

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1929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

TYPICAL
UNIT TYPE B-R
DETAIL

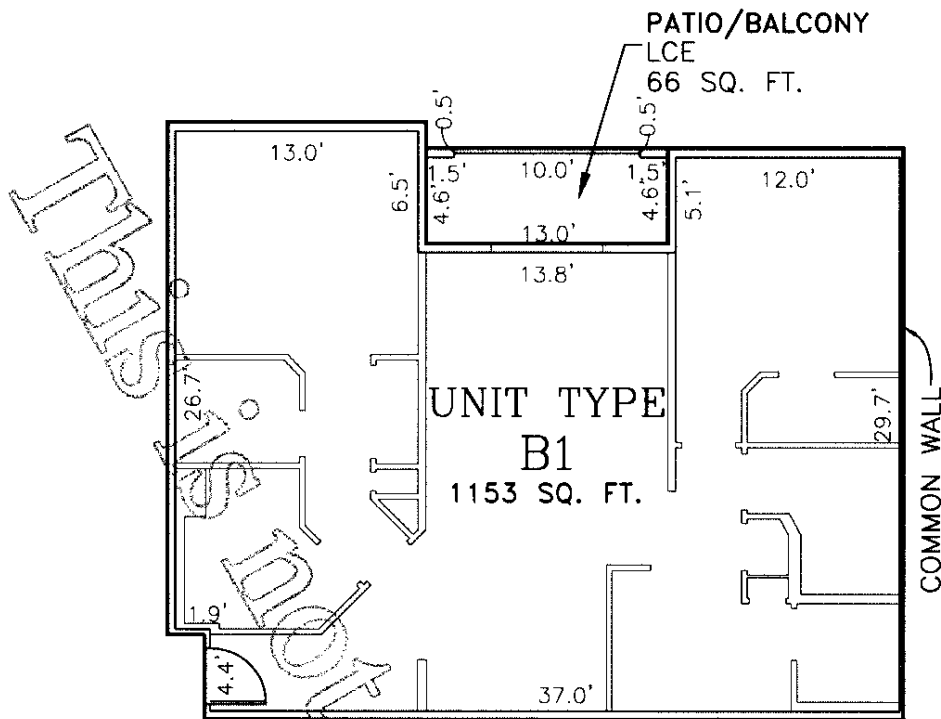


SCALE: 1" = 10'

SHEET 32 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



UNIT NUMBERS	
3-104,	3-105
6-104,	6-105
9-104,	9-105
13-104,	13-105
18-104,	18-105

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1929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715
1-800-TO-SURVEY

SHEET NAME:
TYPICAL
UNIT TYPE B1
DETAIL

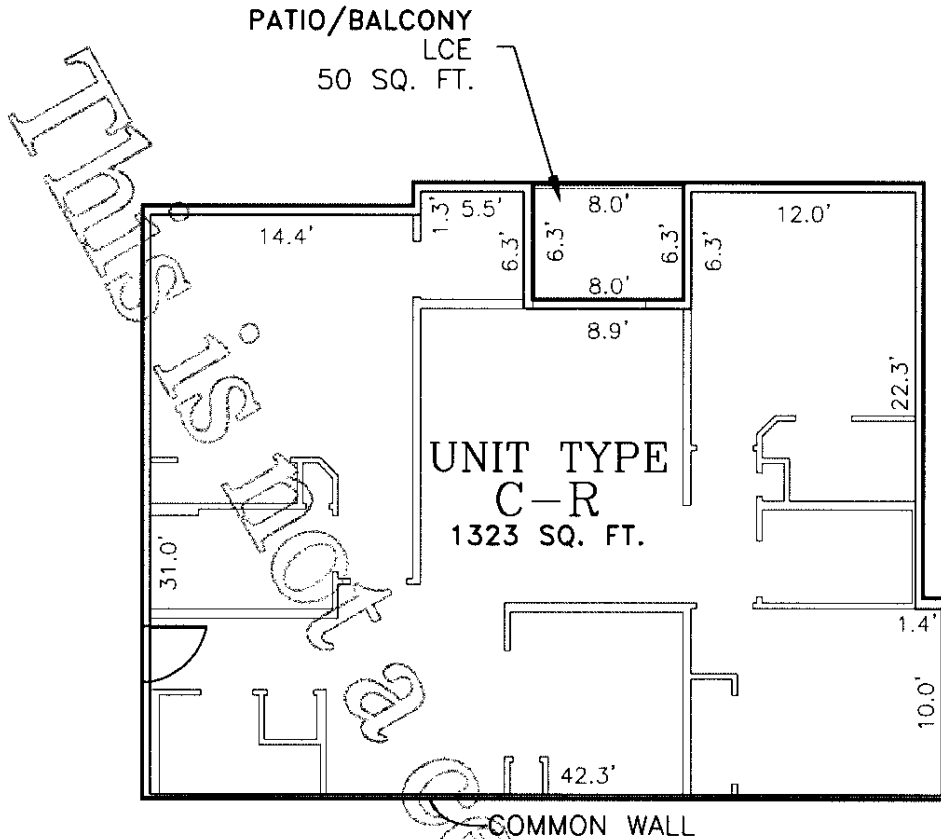
10' 0' 10'
SCALE: 1" = 10'
SHEET 33 OF 66
JOB NUMBER:
SS35730_6

PATIO/BALCONY
LCE
50 SQ. FT.



1-202, 1-207
2-202, 2-207
6-202, 6-207
9-202, 9-207
13-202, 13-207
14-202, 14-207
15-202, 15-207
16-202, 16-207
17-202, 17-207

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



UNIT NUMBERS	
1-201,	1-208
2-201,	2-208
6-201,	6-208
9-201,	9-208
13-201,	13-208
14-201,	14-208
15-201,	15-208
16-201,	16-208
17-201,	17-208

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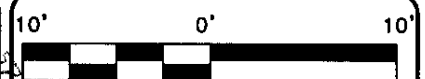
U.S. SURVEYOR®

4989 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

TYPICAL
UNIT TYPE C-R
DETAIL

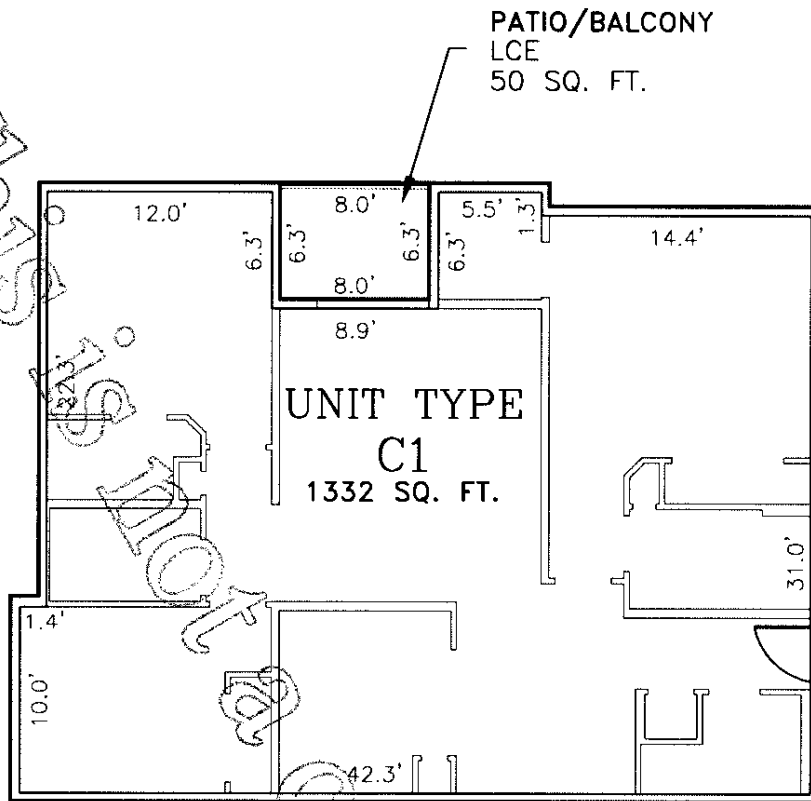


SCALE: 1" = 10'

SHEET 35 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



UNIT NUMBERS

1-102
2-102
6-102
9-102
13-102
14-102
15-102
16-102
17-102

USSURVEY@USSURVEYOR.COM

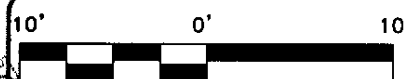
U.S. SURVEYOR®

4929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

TYPICAL
UNIT TYPE C1
DETAIL

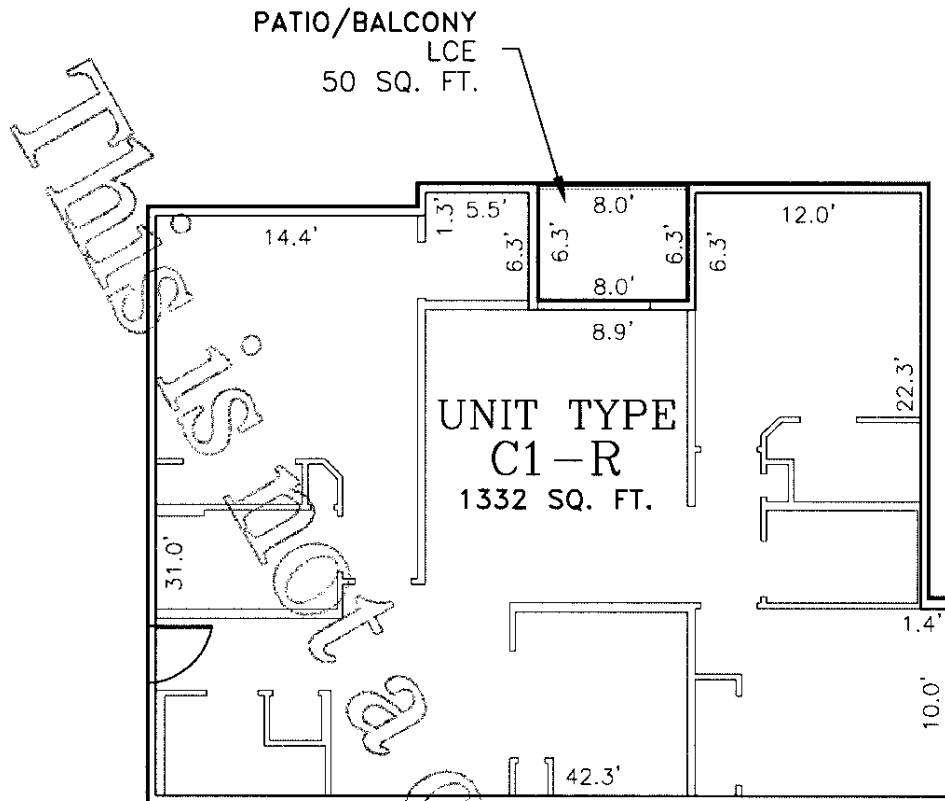


SCALE: 1" = 10'

SHEET 36 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



UNIT NUMBERS

1-108
2-108
6-108
9-108
13-108
14-108
15-108
16-108
17-108

USSURVEYOR@USSURVEYOR.COM

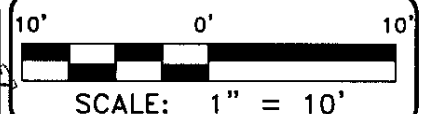
U.S. SURVEYOR®

4929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

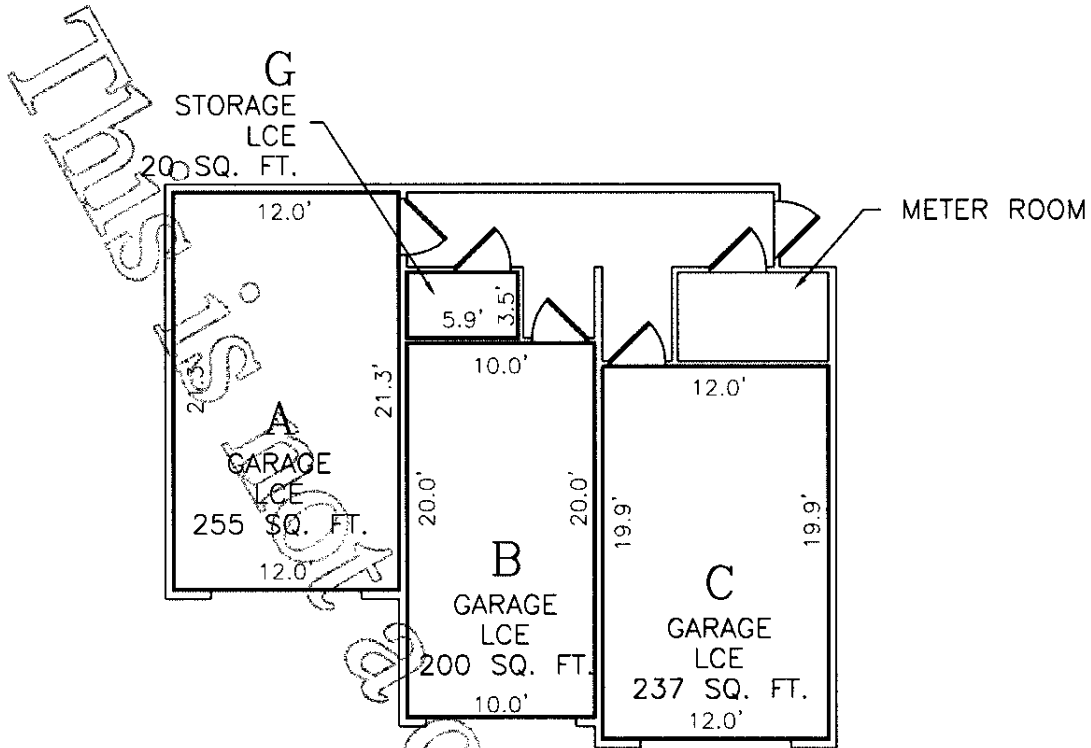
TYPICAL
UNIT TYPE C1-R
DETAIL



SHEET 37 OF 66

JOB NUMBER:
SS35730_6

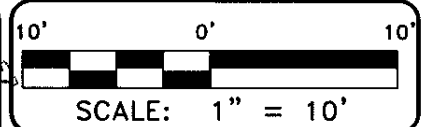
EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



GARAGE TYPE G-A
THIS GARAGE TYPE APPLIES TO:
BUILDING 4 (TYPE II)
BUILDING 5 (TYPE I)
BUILDING 7 (TYPE II)
BUILDING 8 (TYPE II)
BUILDING 10 (TYPE II)
BUILDING 11 (TYPE I)
BUILDING 12 (TYPE I)

U.S. SURVEYOR®
1999 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715
1-800-TO-SURVEY

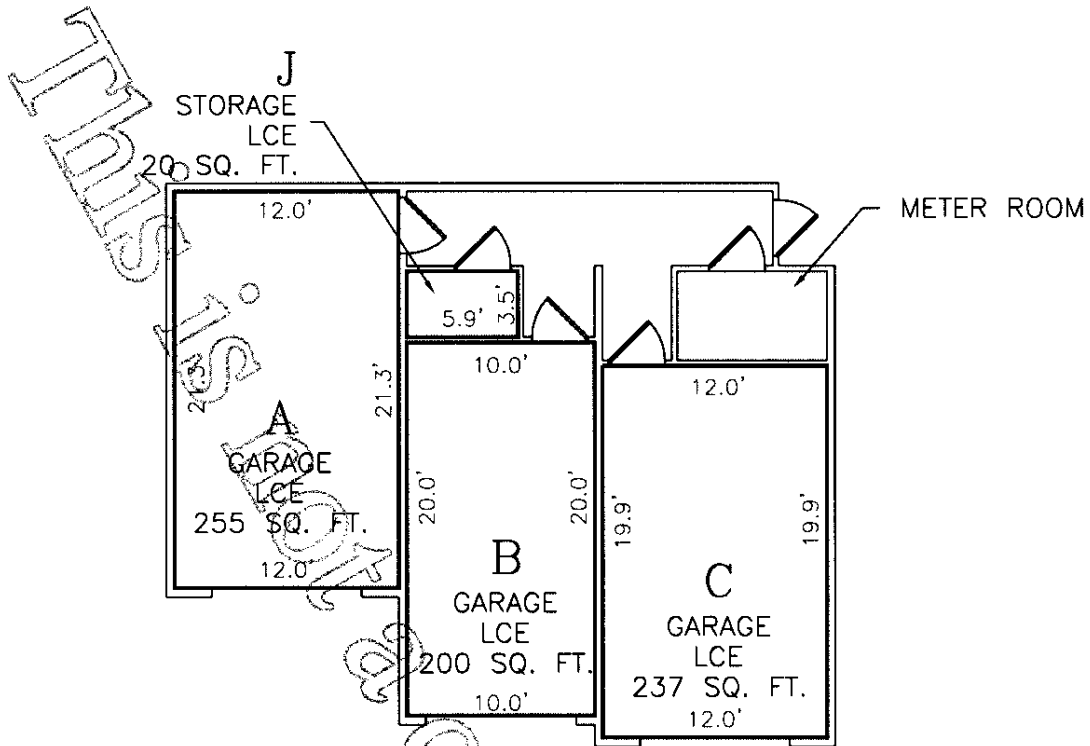
SHEET NAME:
TYPICAL
GARAGE TYPE
G-A
DETAIL



SHEET 38 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



GARAGE TYPE G-A-1
THIS GARAGE TYPE APPLIES TO:
BUILDING 3 (TYPE 1a)
BUILDING 18 (TYPE 1b)

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EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

TYPICAL
GARAGE TYPE
G-A-1
DETAIL

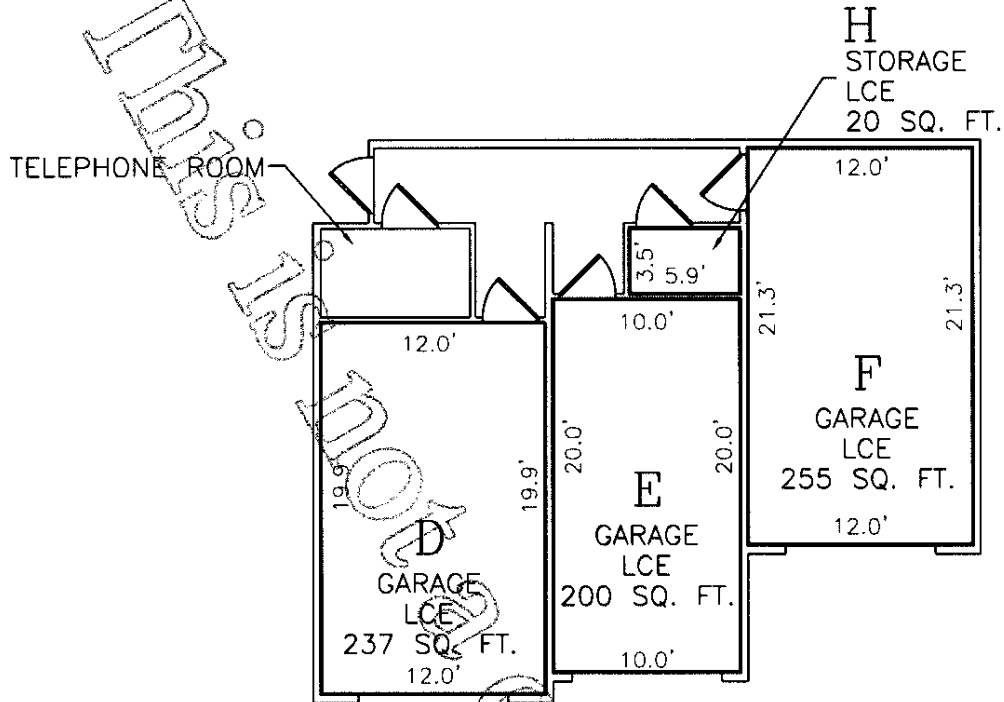
10' 0' 10'

SCALE: 1" = 10'

SHEET 39 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



GARAGE TYPE G-A-R
THIS GARAGE TYPE APPLIES TO:
BUILDING 4 (TYPE II)
BUILDING 5 (TYPE I)
BUILDING 7 (TYPE II)
BUILDING 8 (TYPE II)
BUILDING 10 (TYPE II)
BUILDING 11 (TYPE I)
BUILDING 12 (TYPE I)

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4929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

TYPICAL
GARAGE TYPE
G-A-R
DETAIL

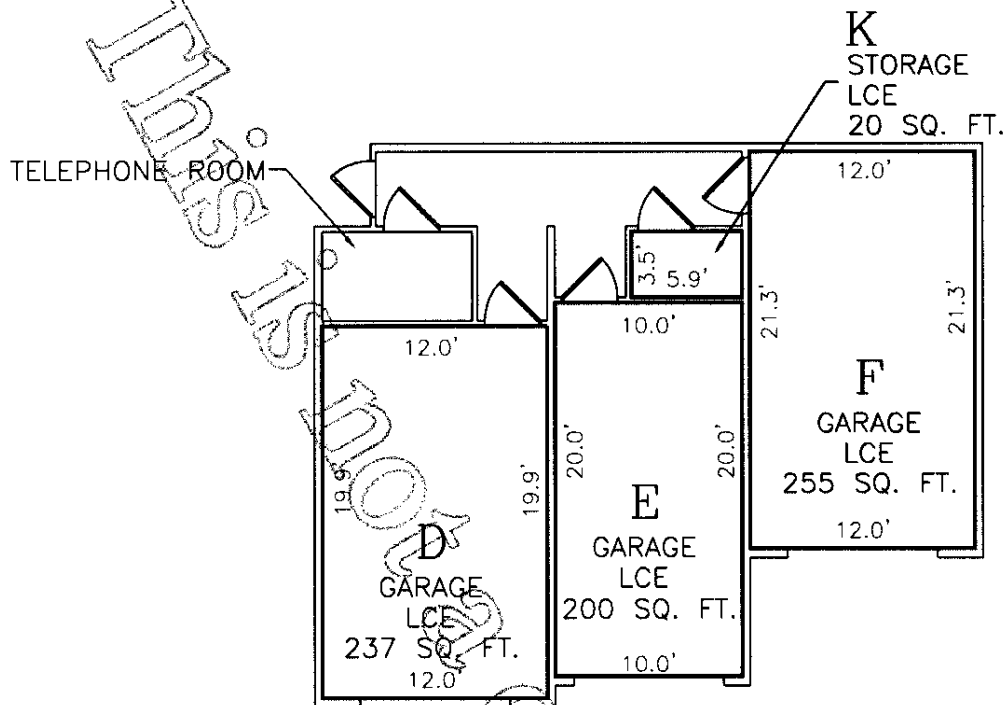
10' 0' 10'

SCALE: 1" = 10'

SHEET 40 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



GARAGE TYPE G-A-R-1
THIS GARAGE TYPE APPLIES TO:
BUILDING 3 (TYPE 1a)

USSURVEY@USSURVEYOR.COM

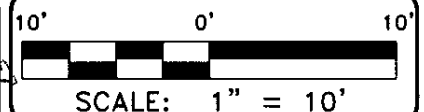
U.S. SURVEYOR®

4929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

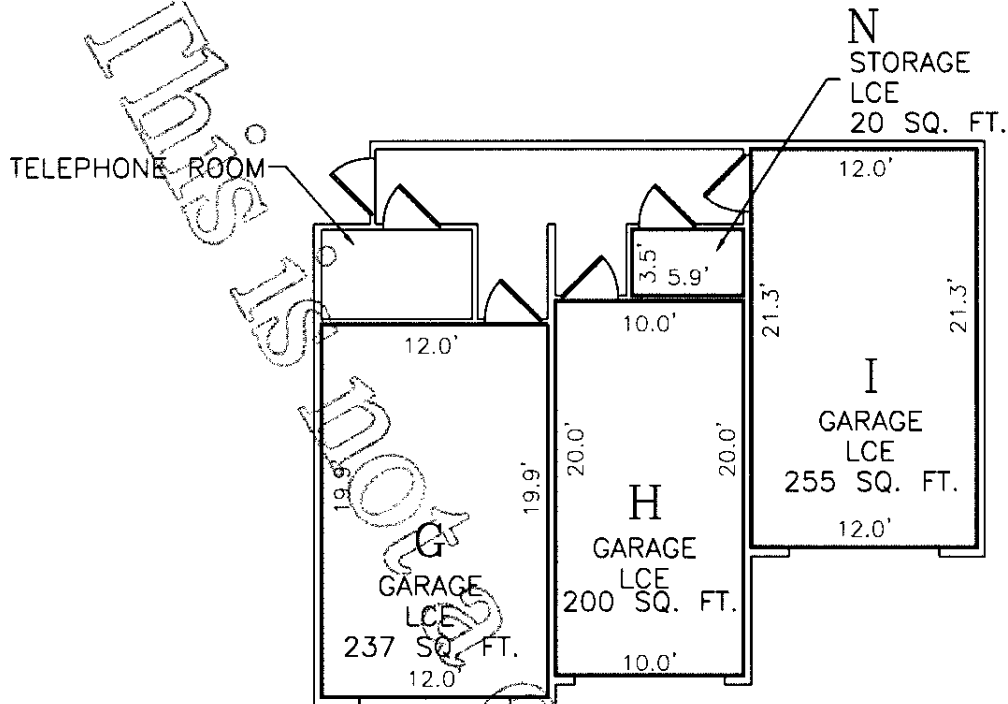
TYPICAL
GARAGE TYPE
G-A-R-1
DETAIL



SHEET 41 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



GARAGE TYPE G-A-R-2
THIS GARAGE TYPE APPLIES TO:
BUILDING 18 (TYPE 1b)

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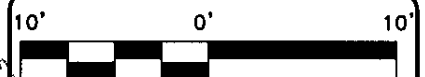
U.S. SURVEYOR®

4929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

TYPICAL
GARAGE TYPE
G-A-R-2
DETAIL

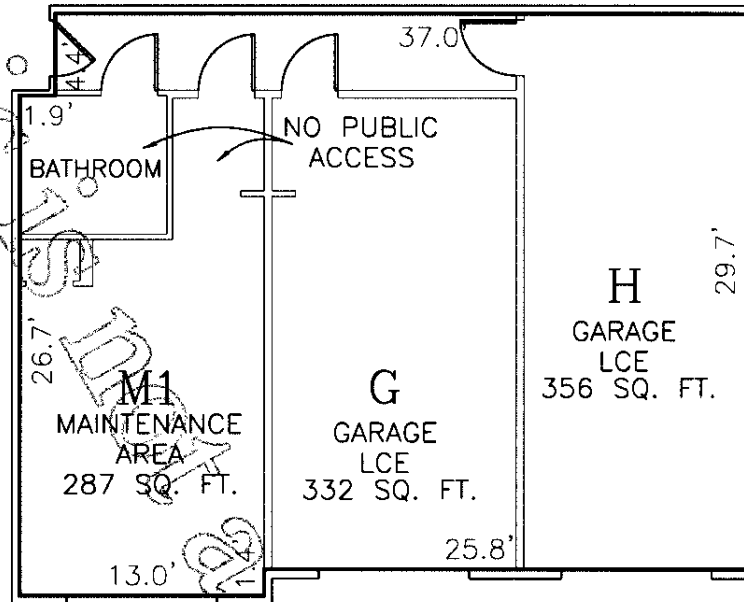


SCALE: 1" = 10'

SHEET 42 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



GARAGE TYPE G-B1
THIS GARAGE TYPE APPLIES TO:
BUILDING 3 (TYPE 1a)

USSURVEY@USSURVEYOR.COM

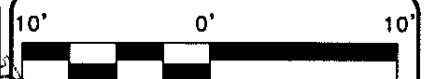
U.S. SURVEYOR®

4929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

TYPICAL
GARAGE TYPE
G-B1
DETAIL

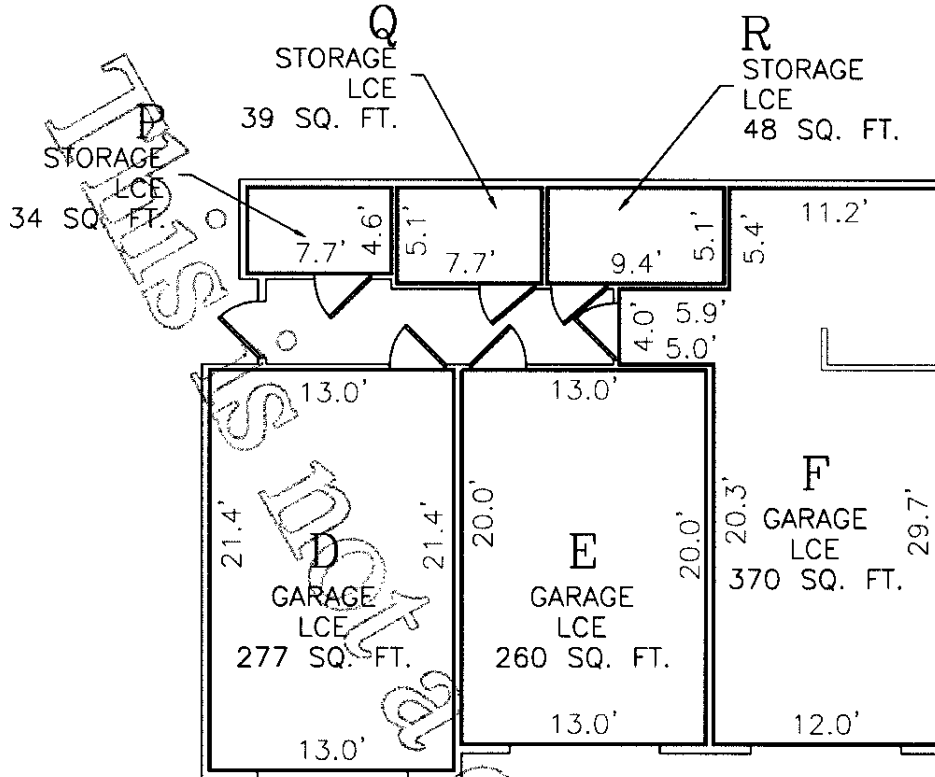


SCALE: 1" = 10'

SHEET 43 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



GARAGE TYPE G-B2
THIS GARAGE TYPE APPLIES TO:
BUILDING 6 (TYPE IVa)
BUILDING 9 (TYPE IVa)
BUILDING 13 (TYPE IVa)

USSURVEY@USSURVEYOR.COM

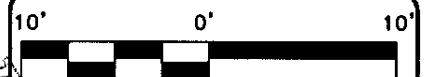
U.S. SURVEYOR®

4929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

TYPICAL
GARAGE TYPE
G-B2
DETAIL

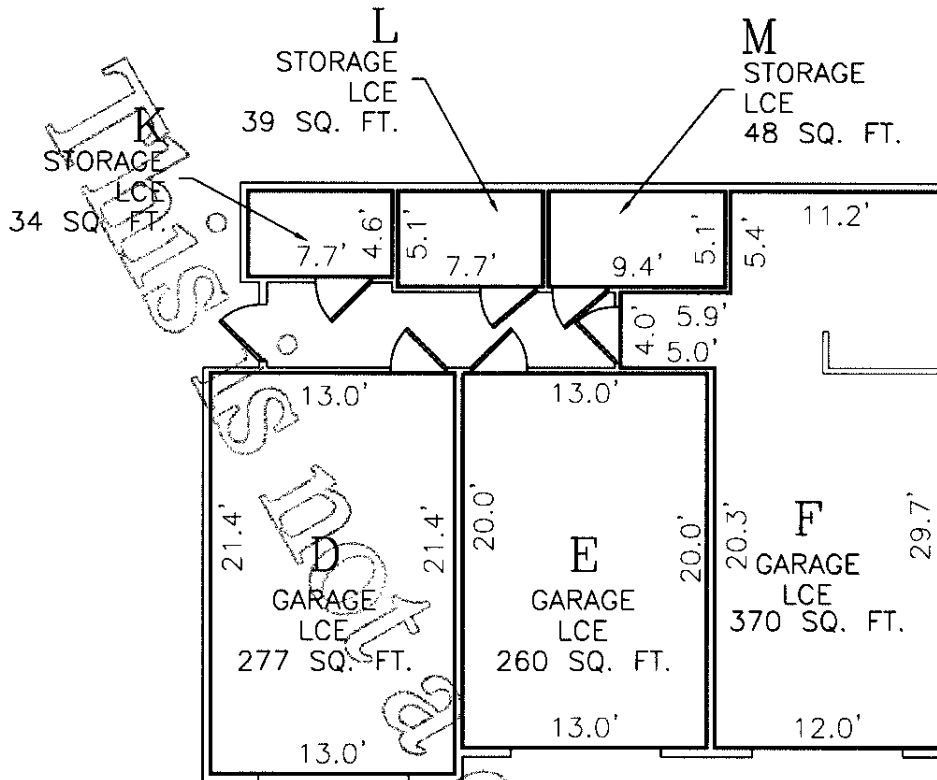


SCALE: 1" = 10'

SHEET 44 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



GARAGE TYPE G-B2-1
THIS GARAGE TYPE APPLIES TO:
BUILDING 18 (TYPE 1b)

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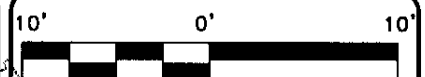
U.S. SURVEYOR®

4929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

TYPICAL
GARAGE TYPE
G-B2-1
DETAIL

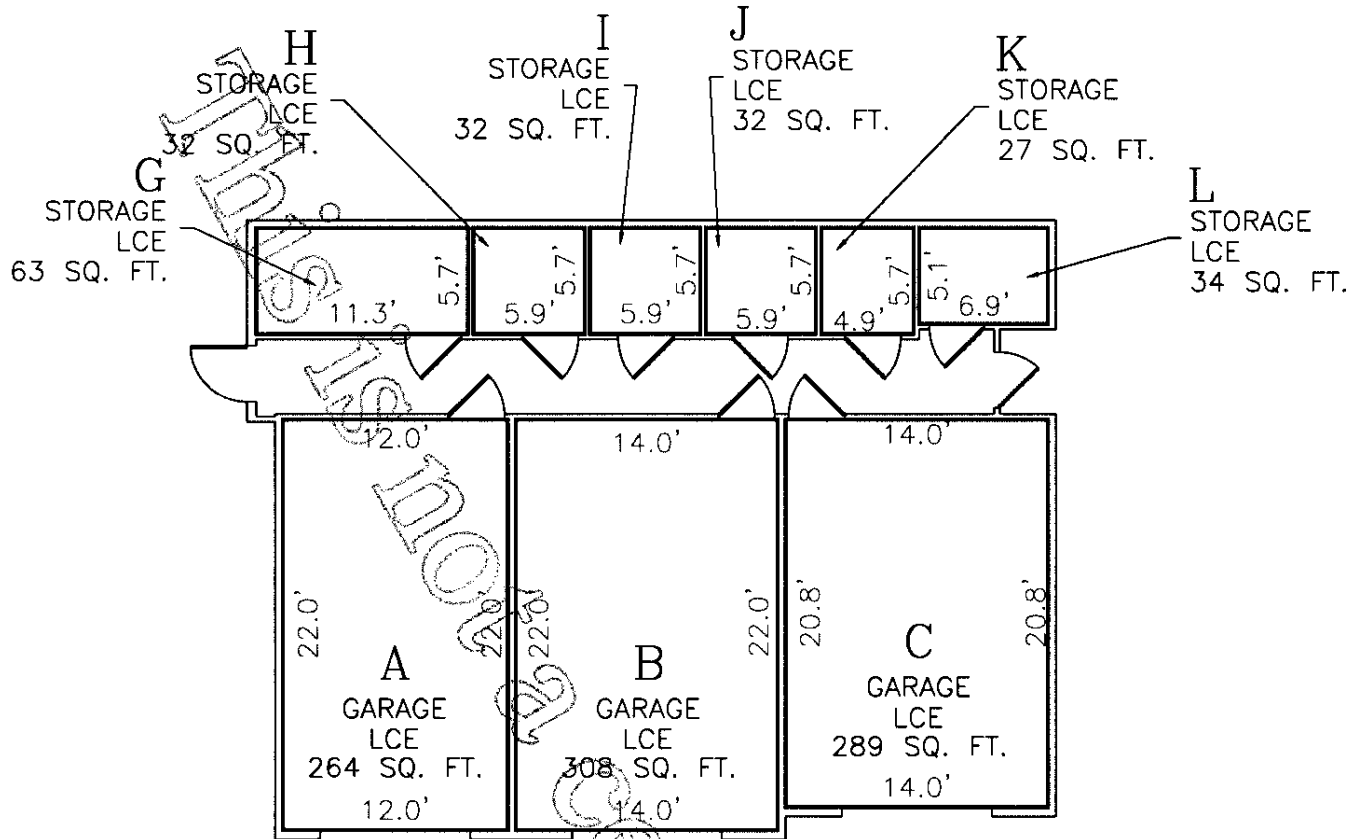


SCALE: 1" = 10'

SHEET 45 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



GARAGE TYPE G-C
THIS GARAGE TYPE APPLIES TO:
BUILDING 1 (TYPE III)
BUILDING 2 (TYPE V)
BUILDING 14 (TYPE III)
BUILDING 15 (TYPE V)
BUILDING 16 (TYPE III)
BUILDING 17 (TYPE IV)

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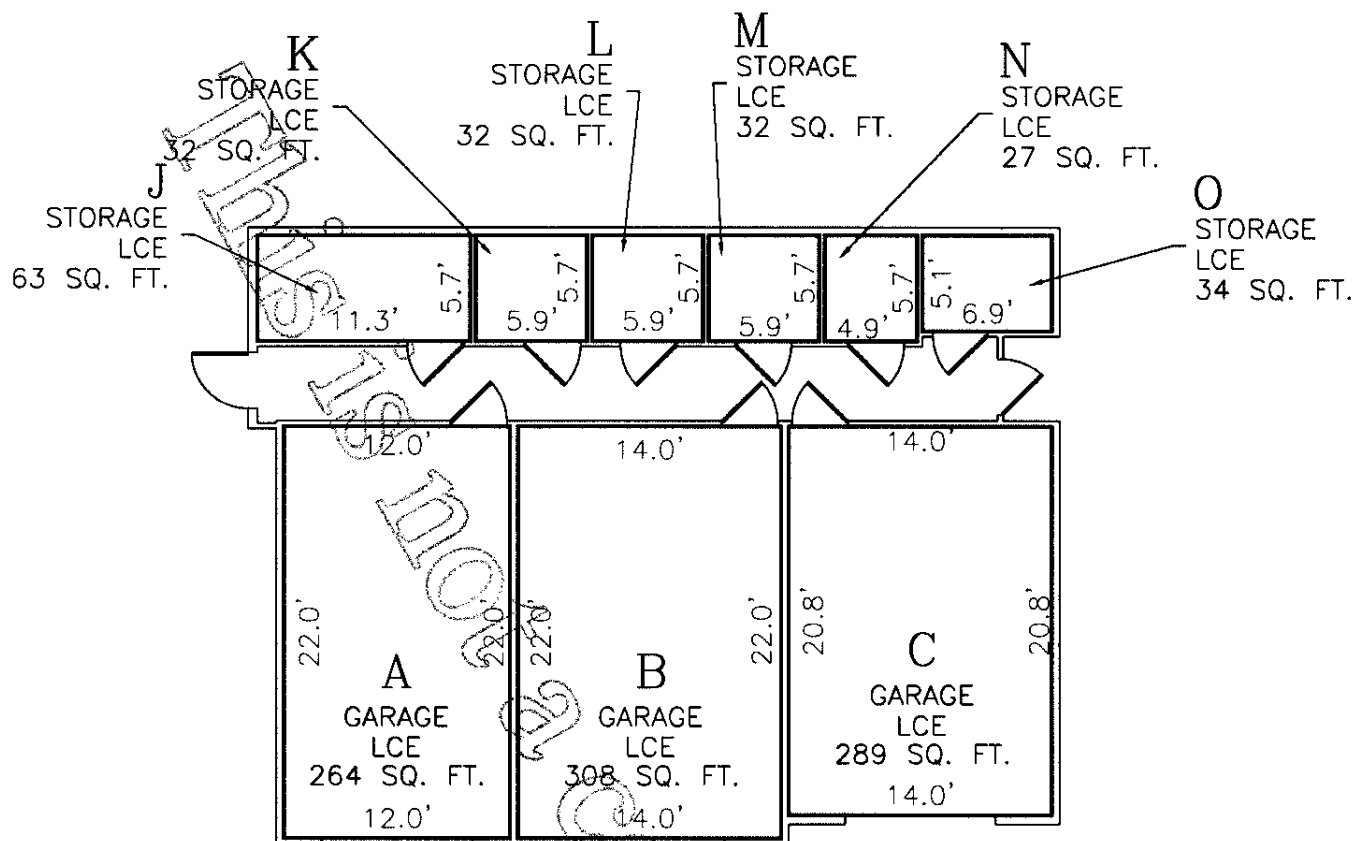
SHEET NAME:
TYPICAL
GARAGE TYPE
G-C
DETAIL

10' 0' 10'
SCALE: 1" = 10'
SHEET 46 OF 66
JOB NUMBER: SS35730_6

EXHIBIT "A"

MURANO AT DELRAY BEACH, A CONDOMINIUM

SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



GARAGE TYPE G-C-1

THIS GARAGE TYPE APPLIES TO:

- BUILDING 6 (TYPE IVa)
- BUILDING 9 (TYPE IVa)
- BUILDING 13 (TYPE IVa)

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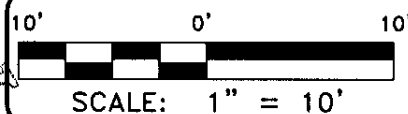
U.S. SURVEYOR®

4929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

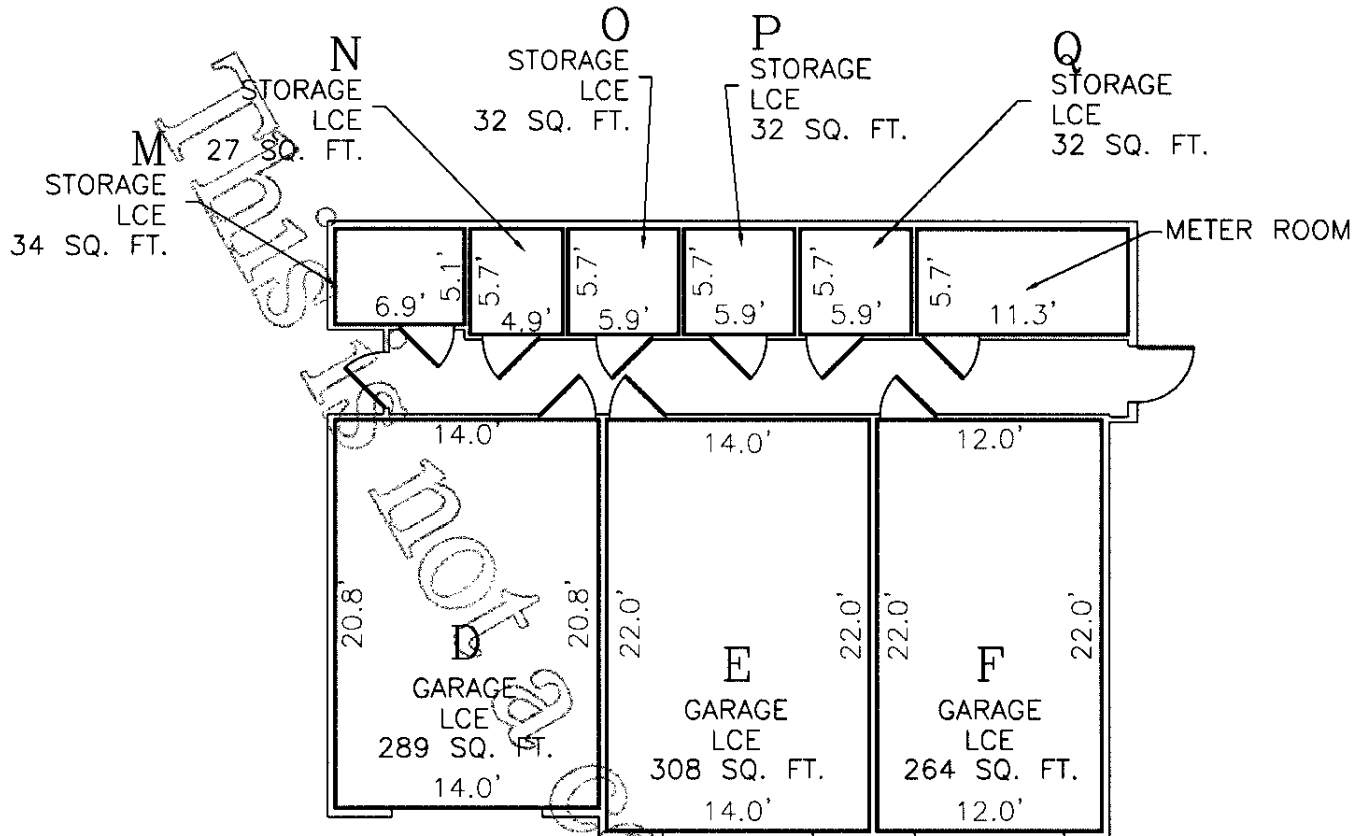
TYPICAL
GARAGE TYPE
G-C-1
DETAIL



SHEET 47 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



GARAGE TYPE G-C-R

THIS GARAGE TYPE APPLIES TO:

- BUILDING 1 (TYPE III)
- BUILDING 2 (TYPE V)
- BUILDING 14 (TYPE III)
- BUILDING 15 (TYPE V)
- BUILDING 16 (TYPE III)
- BUILDING 17 (TYPE IV)

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U.S. SURVEYOR®

4929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

TYPICAL
GARAGE TYPE
G-C-R
DETAIL

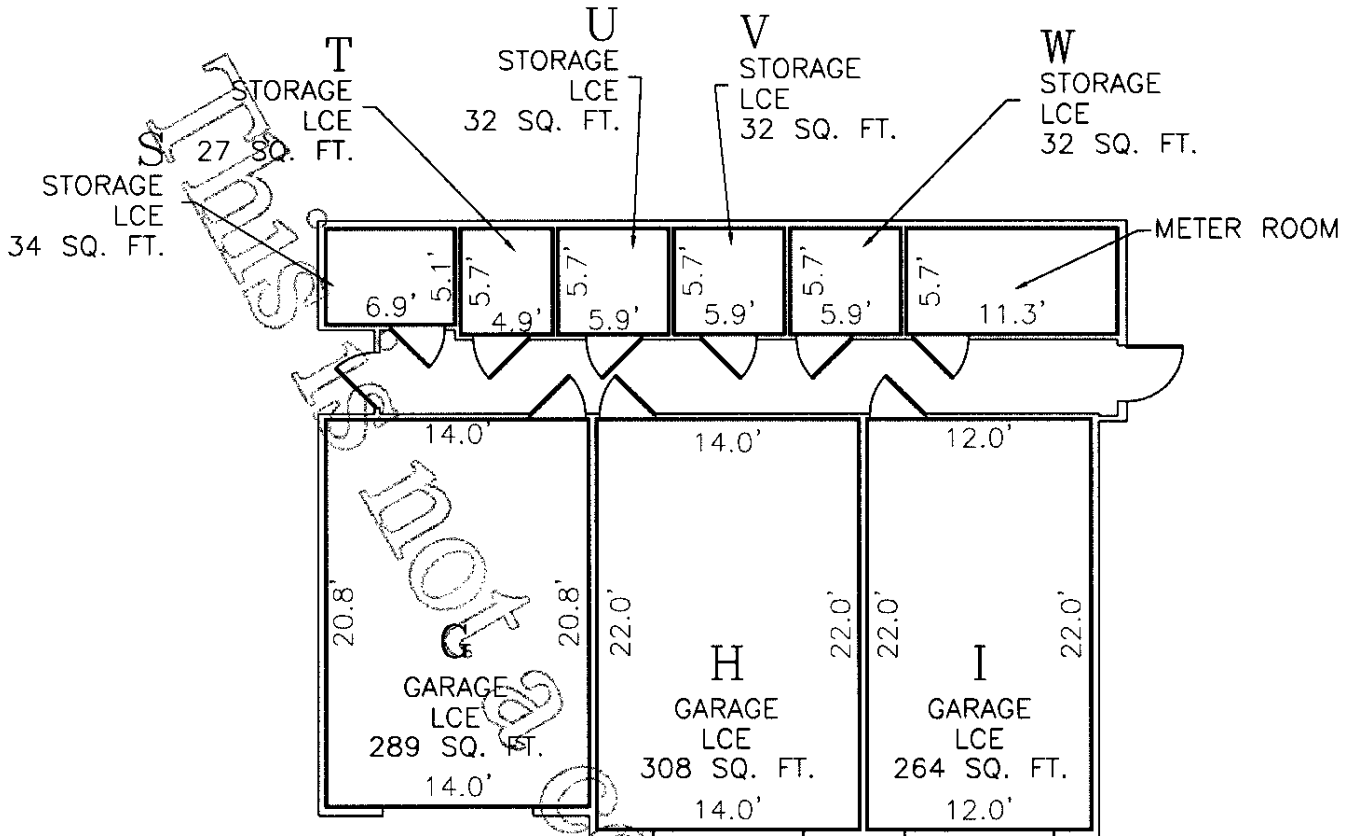
10' 0' 10'

SCALE: 1" = 10'

SHEET 48 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



GARAGE TYPE G-C-R-1

THIS GARAGE TYPE APPLIES TO:

- BUILDING 6 (TYPE IVa)
- BUILDING 9 (TYPE IVa)
- BUILDING 13 (TYPE IVa)

USSURVEYOR@USSURVEYOR.COM

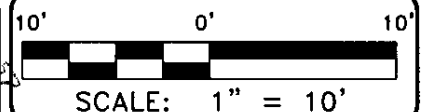
U.S. SURVEYOR®

4029 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

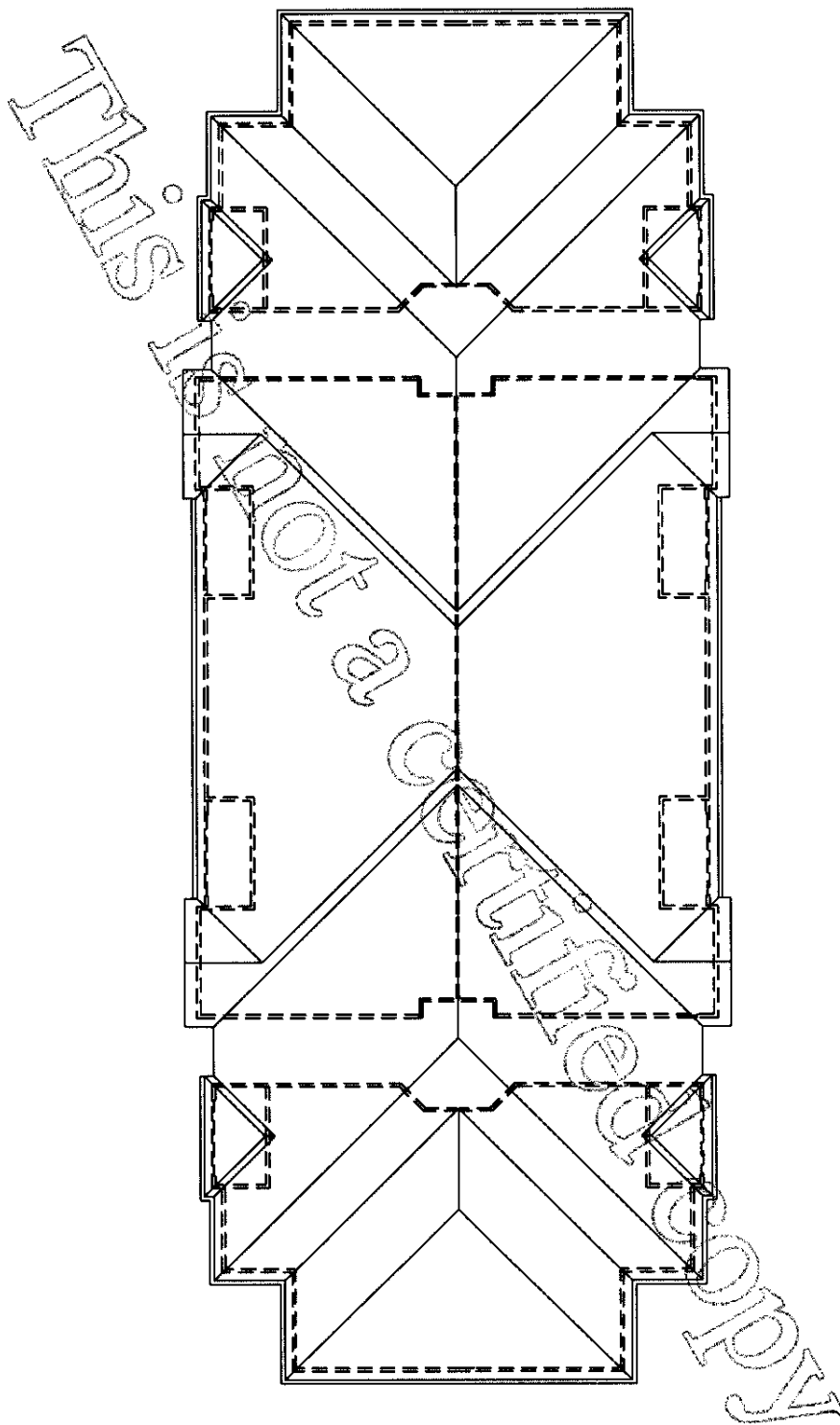
TYPICAL
GARAGE TYPE
G-C-R-1
DETAIL



SHEET 49 OF 66

JOB NUMBER:
SS35730_6

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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U.S. SURVEYOR®

4020 RIVERWIND POINTE DRIVE
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1-800-TO-SURVEY

SHEET NAME:

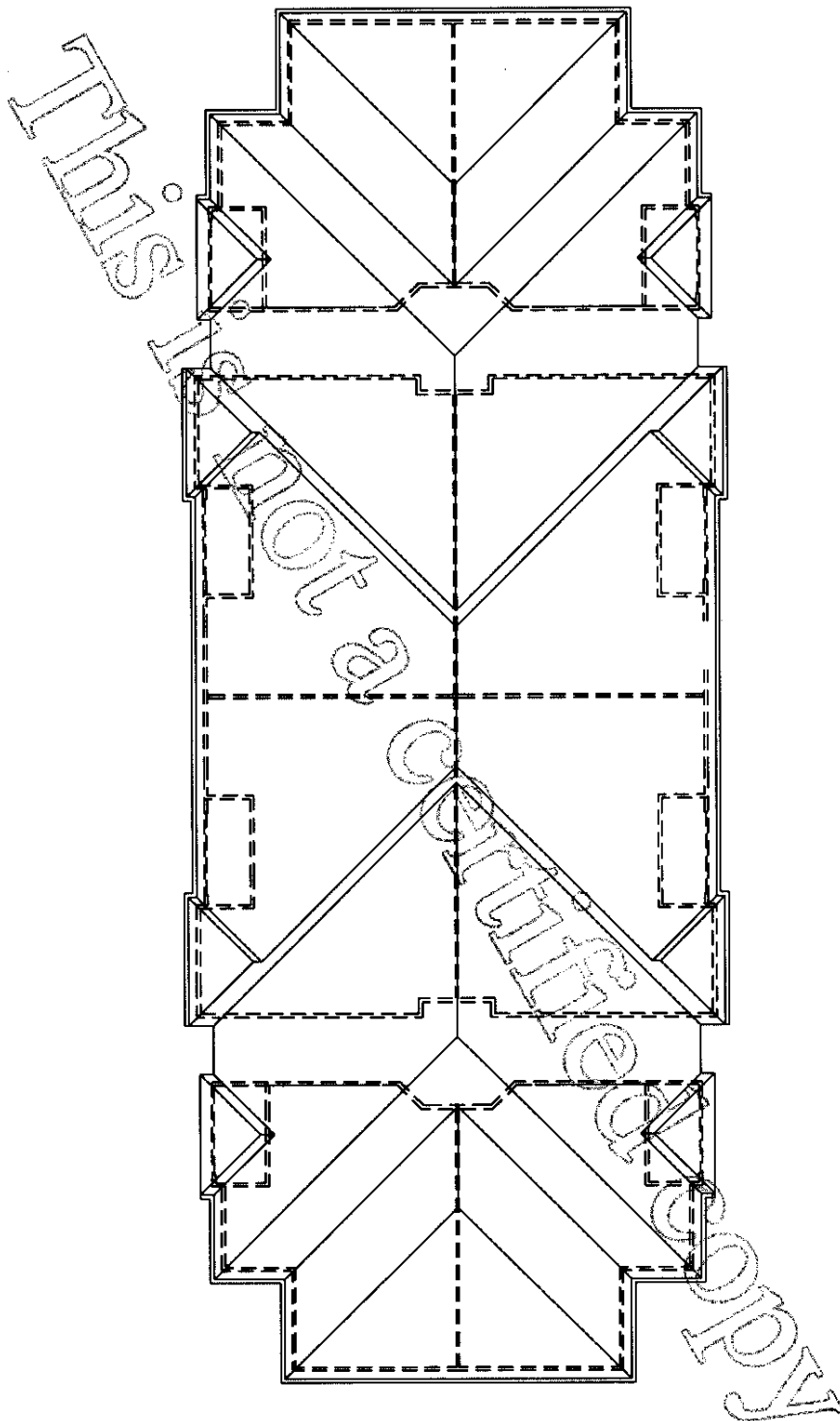
BUILDING
TYPE I
ROOF PLAN

NOT TO SCALE

SHEET 50 OF 66

JOB NUMBER:
SS35730_19

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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4020 RIVERWIND POINTE DRIVE
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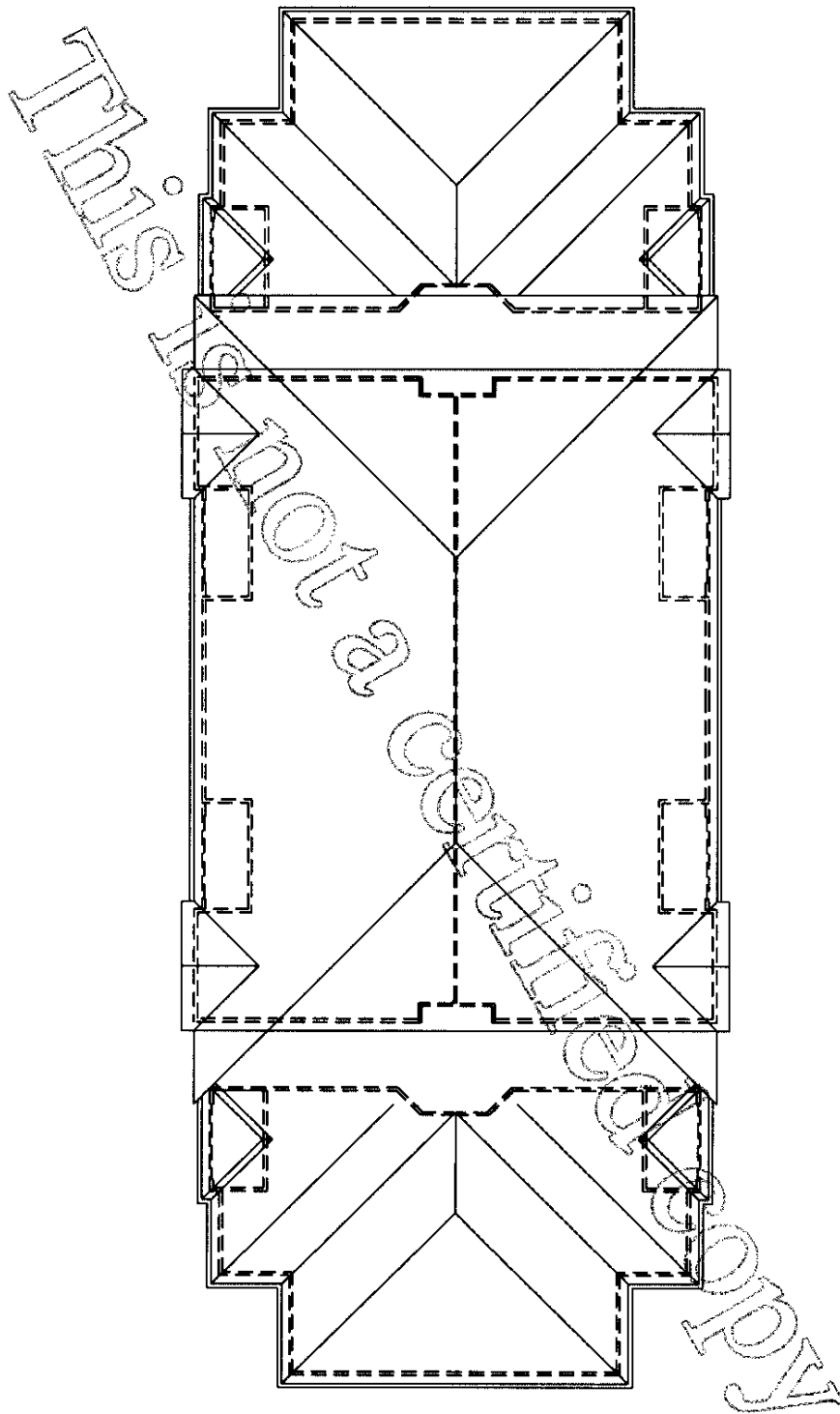
SHEET NAME:
BUILDINGS
TYPE Ia & Ib
ROOF PLAN

NOT TO SCALE

SHEET 51 OF 66

JOB NUMBER:
SS35730_19

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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1-800-TO-SURV

SHEET NAME:

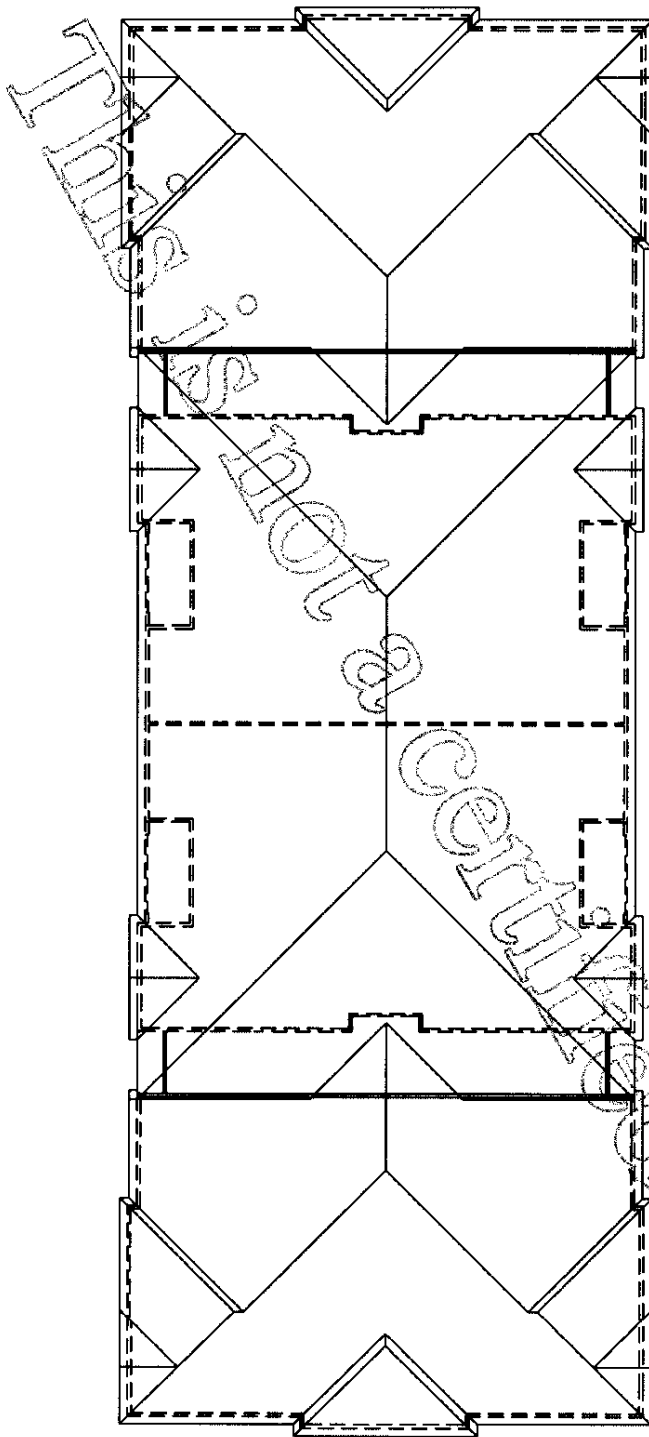
BUILDING
TYPE II
ROOF PLAN

NOT TO SCALE

SHEET 52 OF 66

JOB NUMBER:
SS35730...19

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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1-800-TO-SURVEY

SHEET NAME:

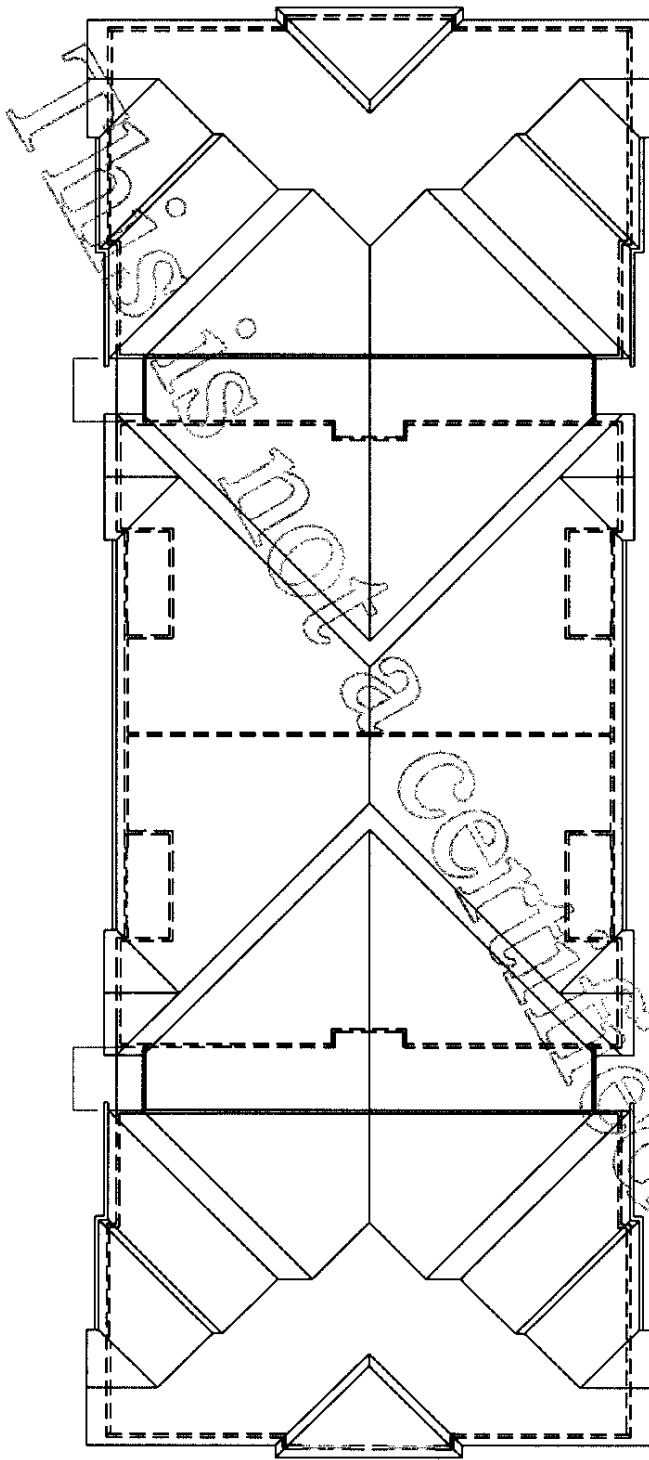
BUILDING
TYPE III
ROOF PLAN

NOT TO SCALE

SHEET 53 OF 66

JOB NUMBER:
SS35730_19

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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EVANSVILLE, INDIANA 47715

1-800-TO-SURV

SHEET NAME:

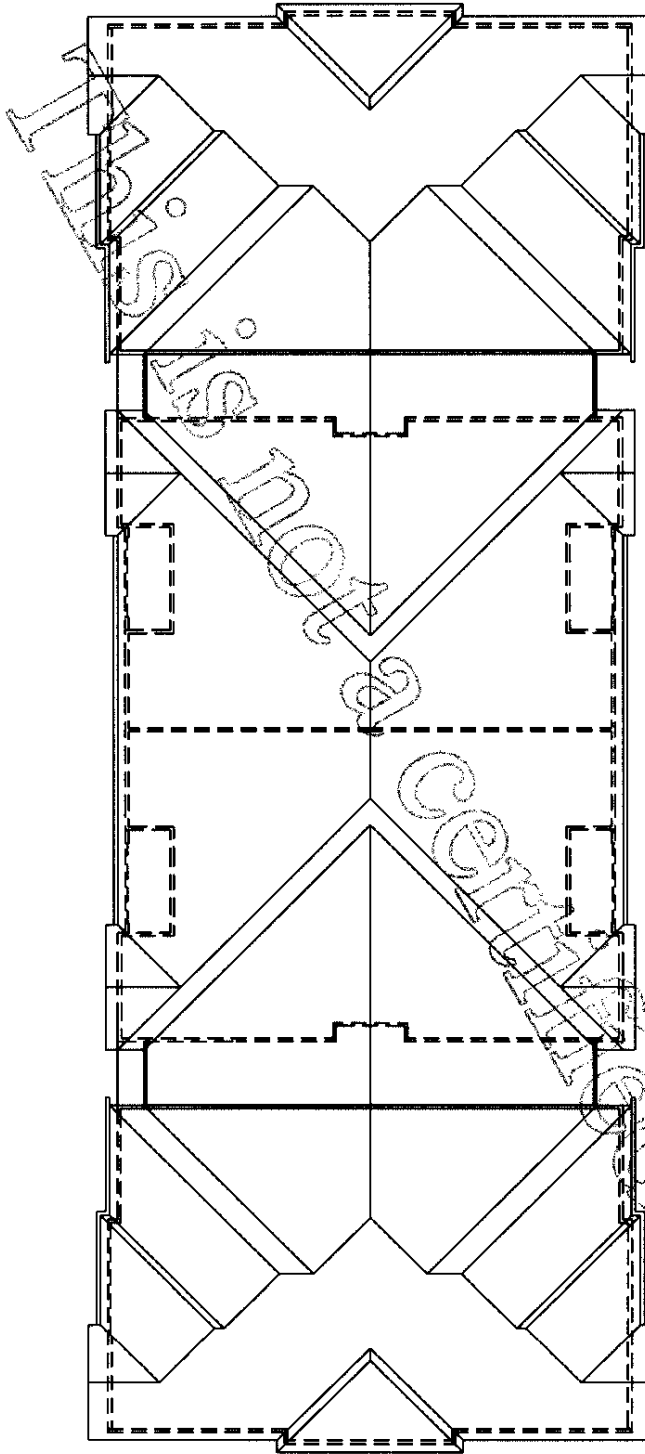
BUILDING
TYPE IV
ROOF PLAN

NOT TO SCALE

SHEET 54 OF 66

JOB NUMBER:
SS35730_19

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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4929 RIVERWIND POINTE DRIVE
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1-800-TO-SURV

SHEET NAME:

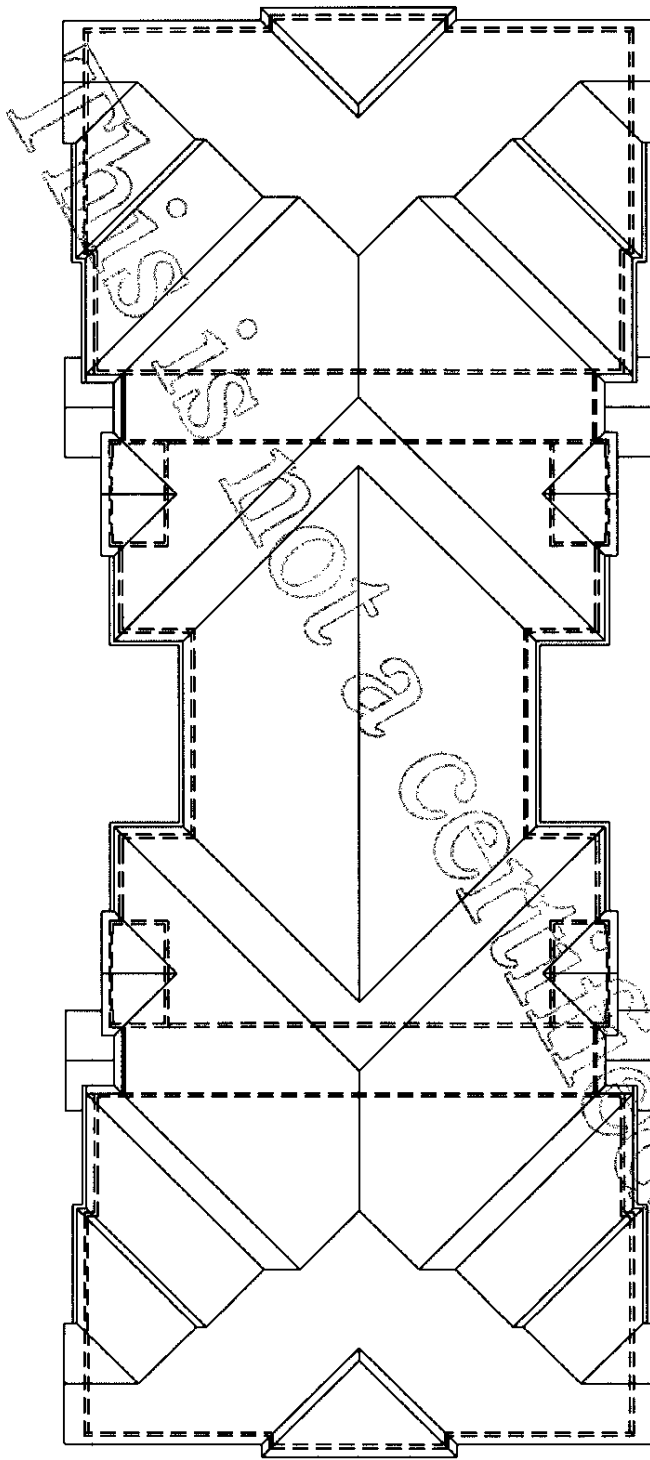
BUILDING
TYPE IVa
ROOF PLAN

NOT TO SCALE

SHEET 55 OF 66

JOB NUMBER:
SS35730_19

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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1-800-TO-SURV

SHEET NAME:

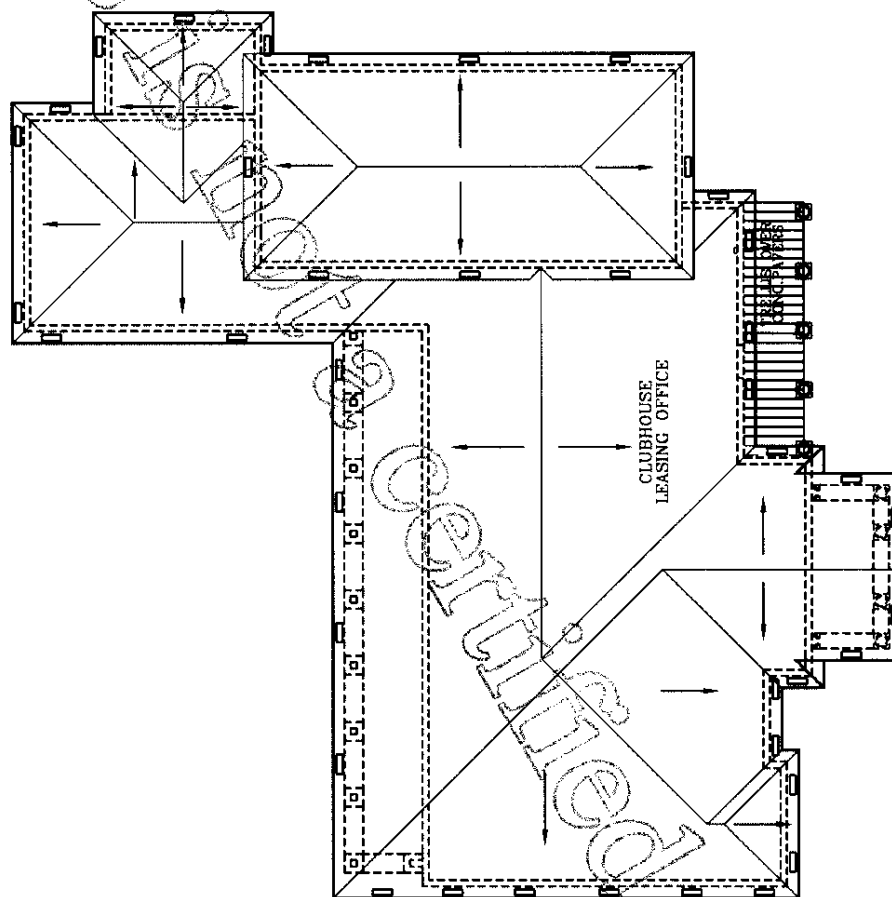
BUILDING
TYPE V
ROOF PLAN

NOT TO SCALE

SHEET 56 OF 66

JOB NUMBER:
SS35730_19

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



LISSURVEYOR.COM

U.S. SURVEYOR®

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EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

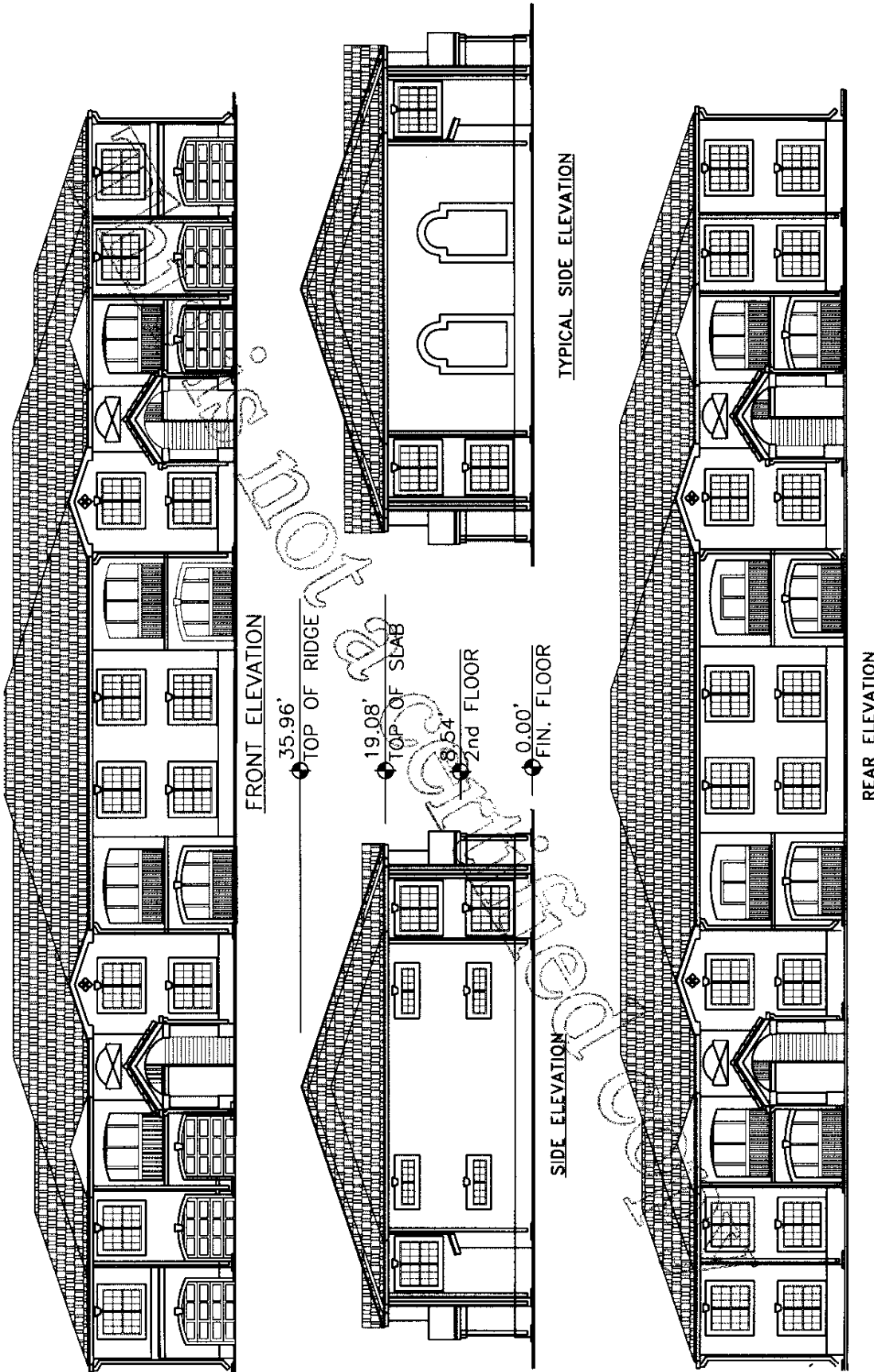
CLUBHOUSE/
LEASING OFFICE
FLOOR PLAN

NOT TO SCALE

SHEET 57 OF 66

JOB NUMBER:
SS35730_4

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



NOT TO SCALE

SHEET NAME:
**TYPE I
BUILDING
ELEVATION**

SHEET 58 OF 66

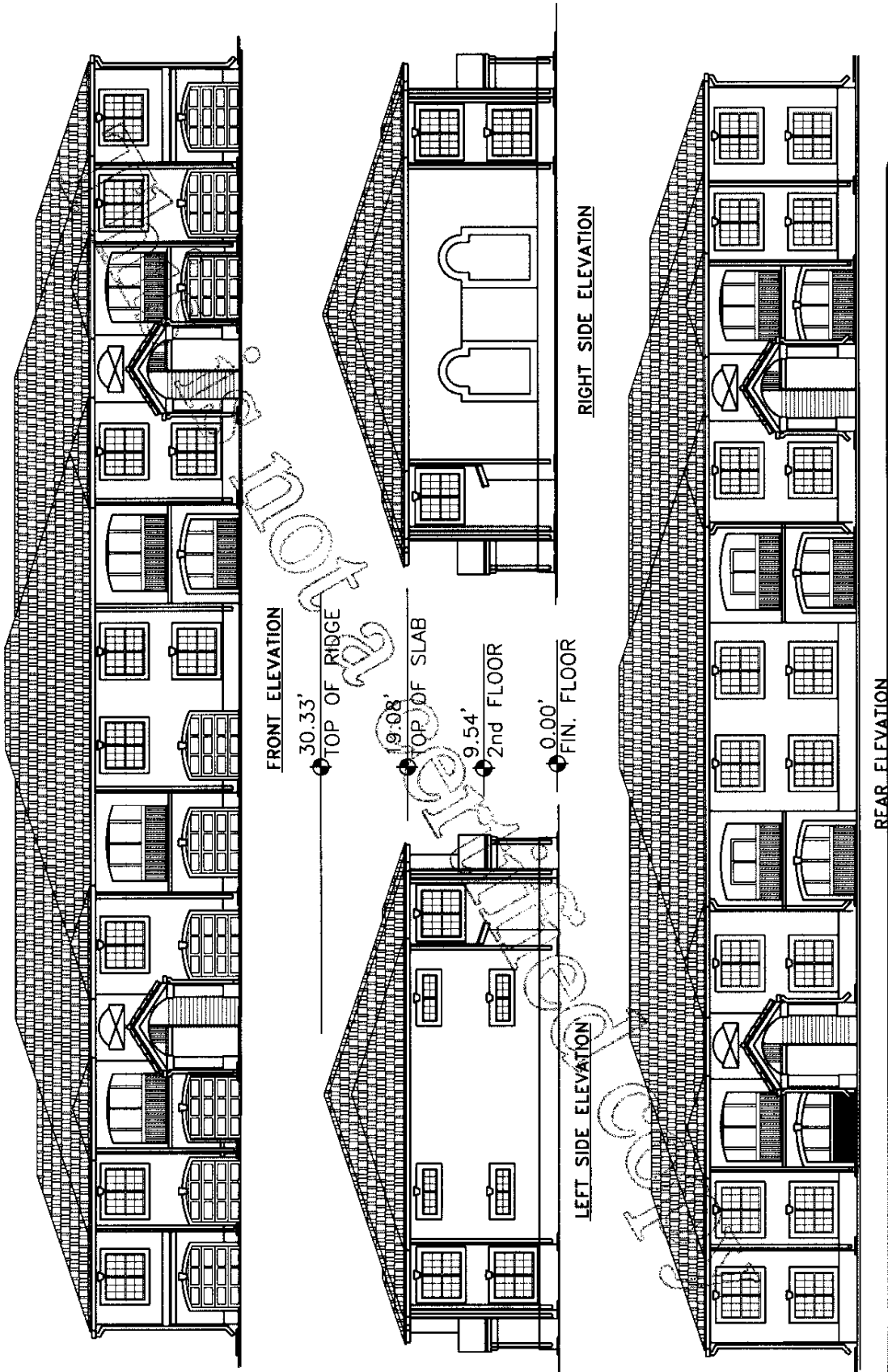
JOB NUMBER:
SS35730_14

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4929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

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EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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4929 RIVERMIND POINTE DRIVE
EVANSVILLE, INDIANA 47715
1-800-TO-SURV

U.S.SURVEY@U.S.SURVEYOR.COM

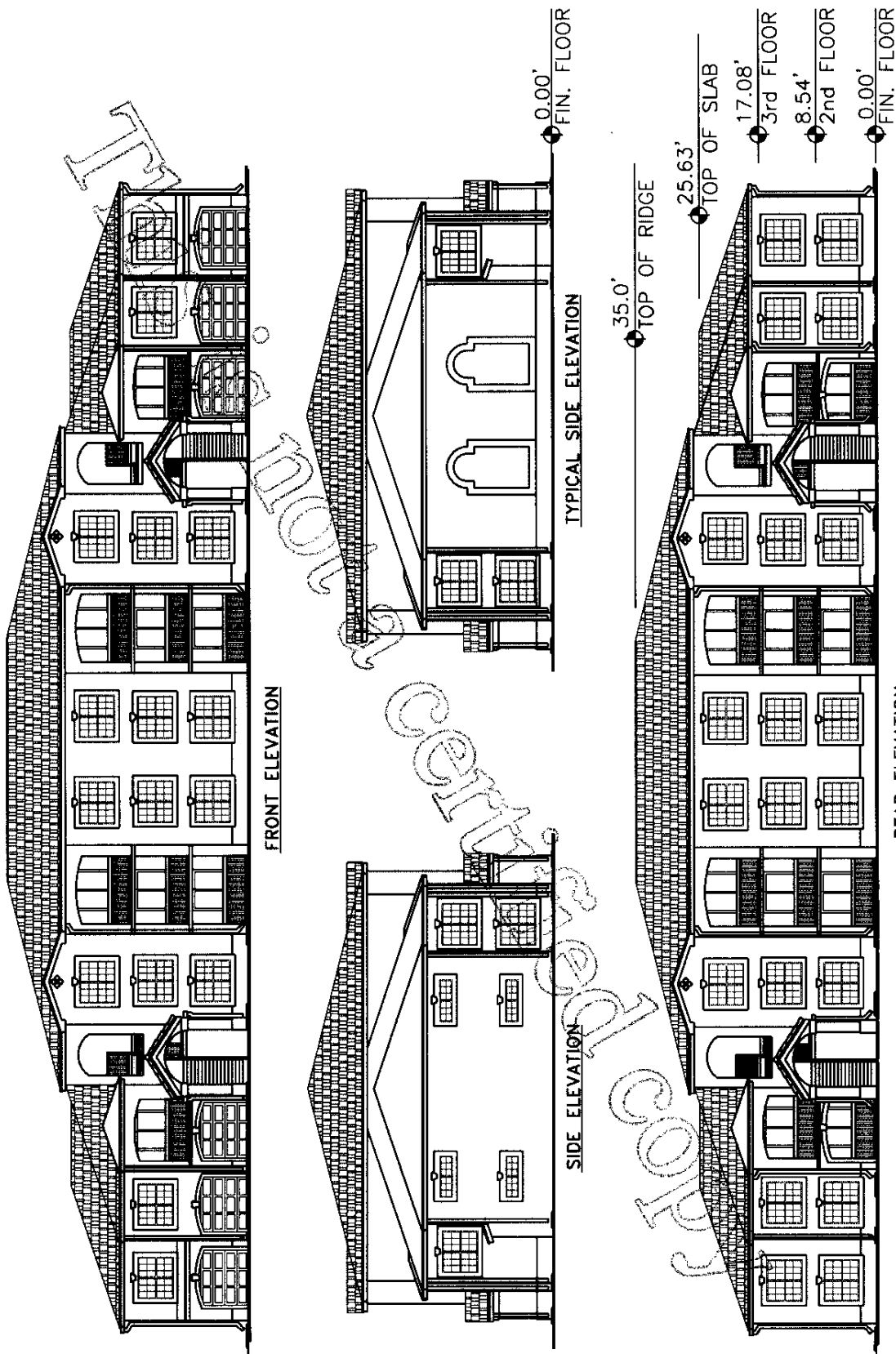
SHEET NAME:
TYPE Ia & Ib
BUILDING
ELEVATION

NOT TO SCALE

SHEET 59 OF 66

JOB NUMBER:
SS35730_14

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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1-800-70-SURV

SHEET NAME:

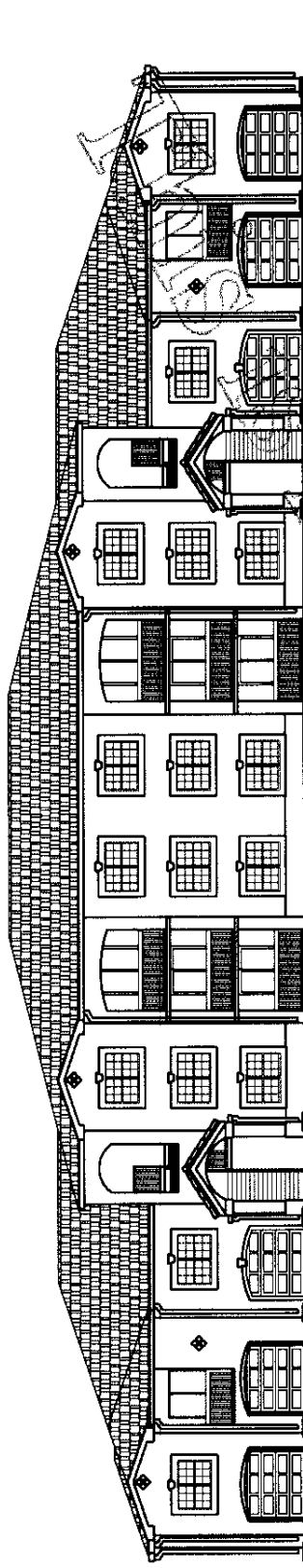
**TYPE II
BUILDING
ELEVATION**

NOT TO SCALE

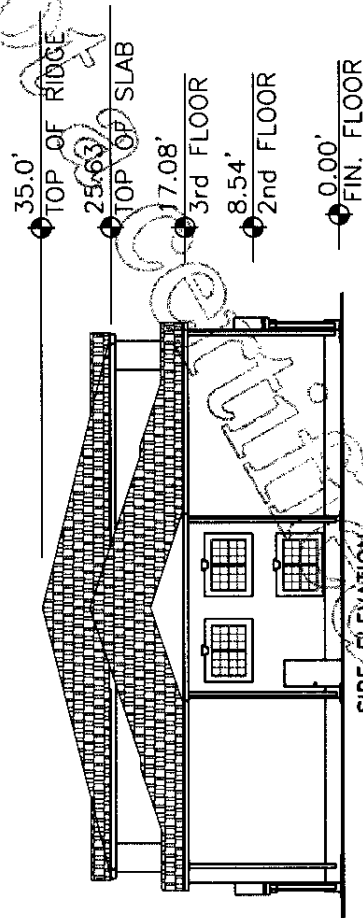
SHEET 60 OF 66

JOB NUMBER:
SS35730_14

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

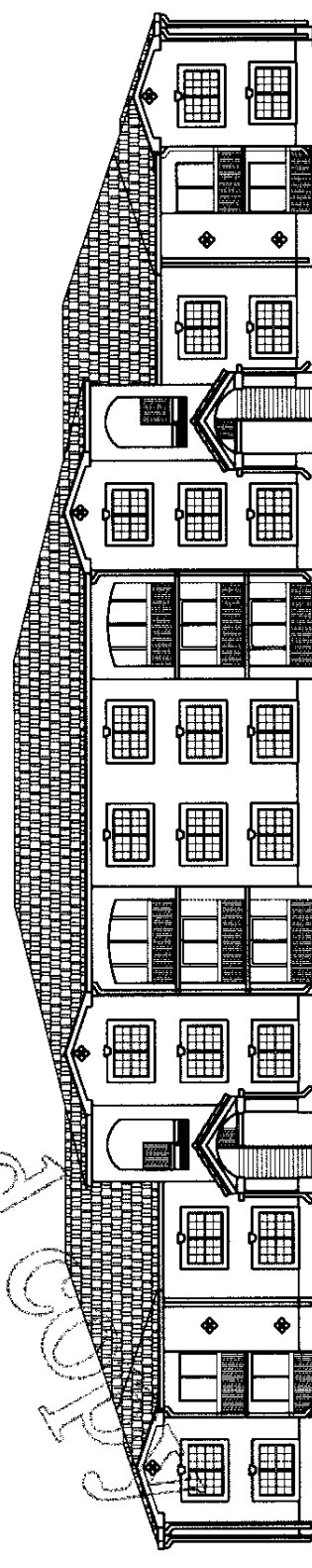


FRONT ELEVATION



SIDE ELEVATION

- 35.0' TOP OF RIDGE
- 25.63' TOP OF SLAB
- 17.08' 3rd FLOOR
- 8.54' 2nd FLOOR
- 0.00' FIN. FLOOR



REAR ELEVATION

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**TYPE III
BUILDING
ELEVATION**

SHEET NAME:

NOT TO SCALE

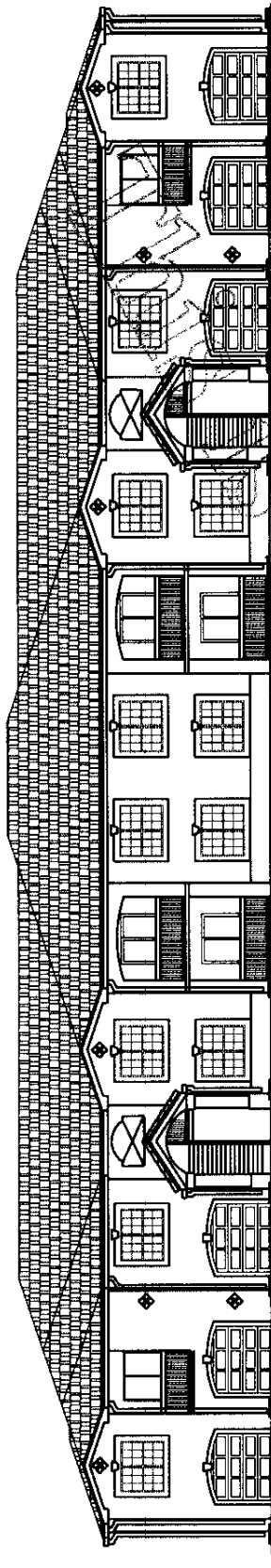
SHEET 61 OF 66

JOB NUMBER:
SS35730_14

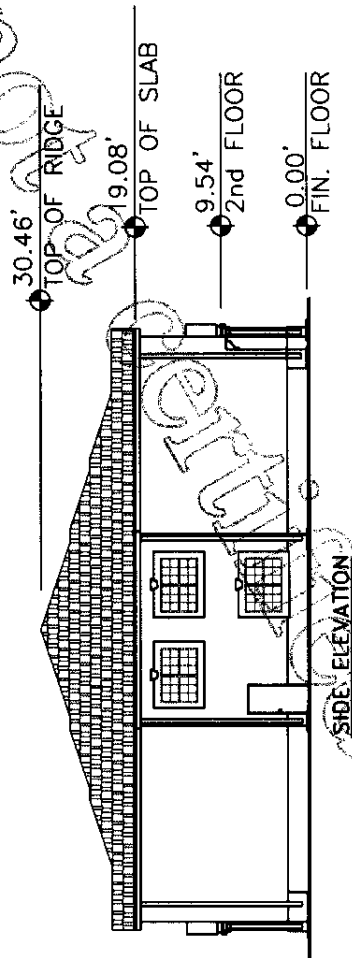
EXHIBIT "A"

MURANO AT DELRAY BEACH, A CONDOMINIUM

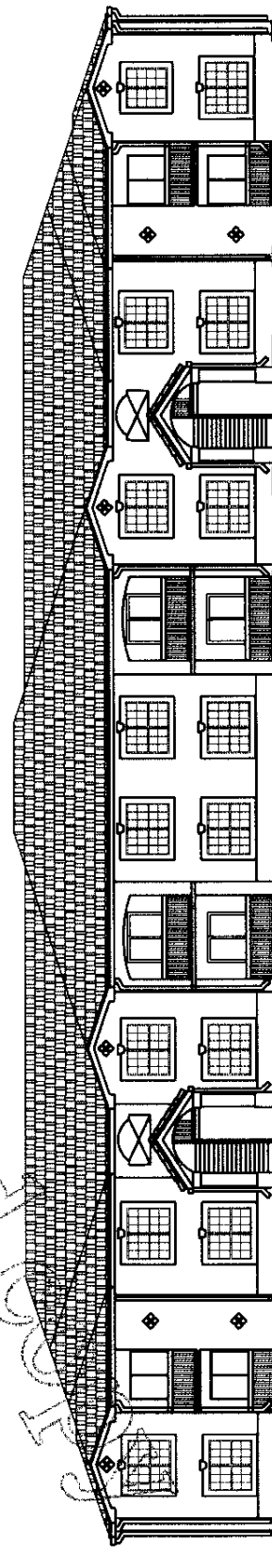
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



FRONT ELEVATION



SIDE ELEVATION



REAR ELEVATION

30.46' TOP OF RIDGE

19.08' TOP OF SLAB

9.54' 2nd FLOOR

0.00' FIN. FLOOR

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EVANSVILLE, INDIANA 47715

1-800-TO-SURV

SHEET NAME:

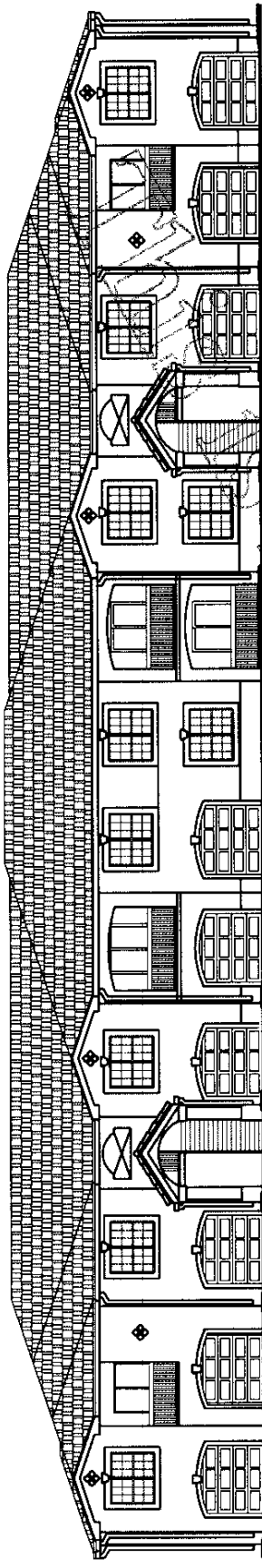
TYPE IV
BUILDING
ELEVATION

NOT TO SCALE

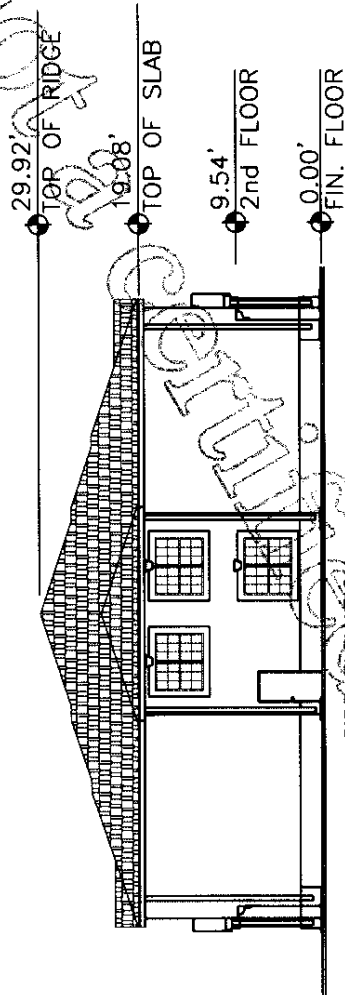
SHEET 62 OF 66

JOB NUMBER:
SS35730_14

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

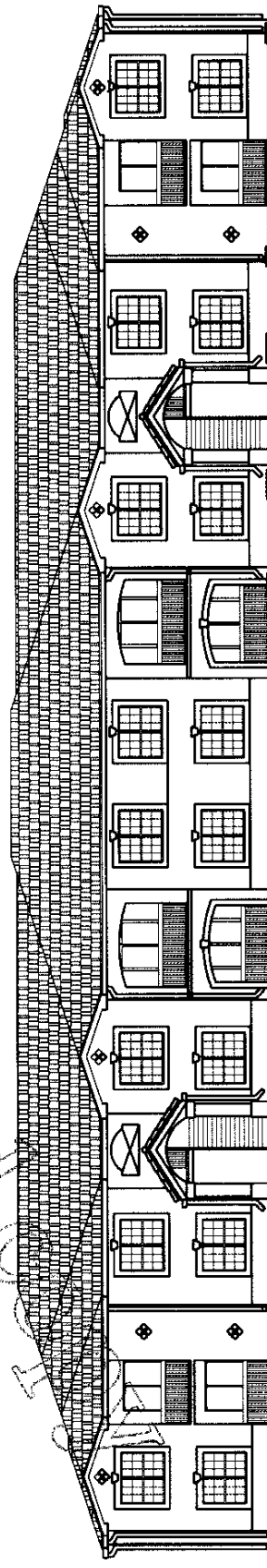


FRONT ELEVATION



SIDE ELEVATION

29.92' TOP OF RIDGE
19.08' TOP OF SLAB
9.54' 2nd FLOOR
0.00' FIN. FLOOR



REAR ELEVATION

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EVANSVILLE, INDIANA 47715

1-800-TO-SURV

SHEET NAME:

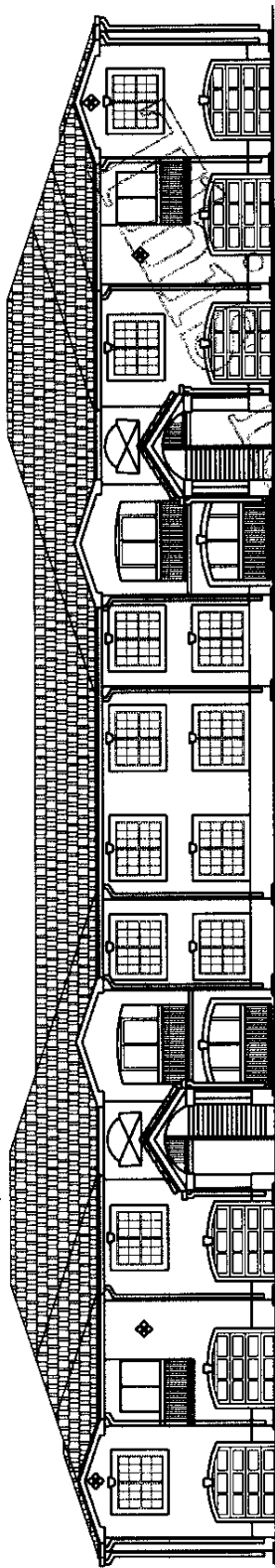
TYPE IVa
BUILDING
ELEVATION

NOT TO SCALE

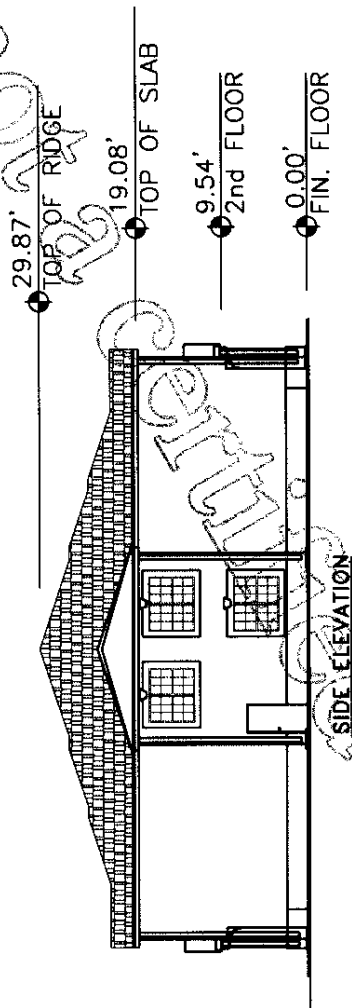
SHEET 63 OF 66

JOB NUMBER:
SS35730_14

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

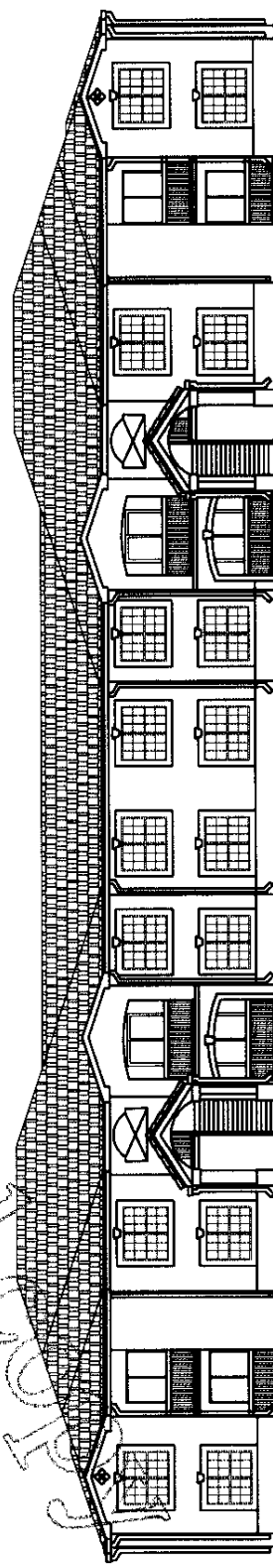


FRONT ELEVATION



SIDE ELEVATION

29.87' TOP OF RIDGE
19.08' TOP OF SLAB
9.54' 2nd FLOOR
0.00' FIN. FLOOR



REAR ELEVATION

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EVANSVILLE, INDIANA 47715
1-800-TO-SURV

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EVANSVILLE, INDIANA 47715

1-800-TO-SURV

SHEET NAME:

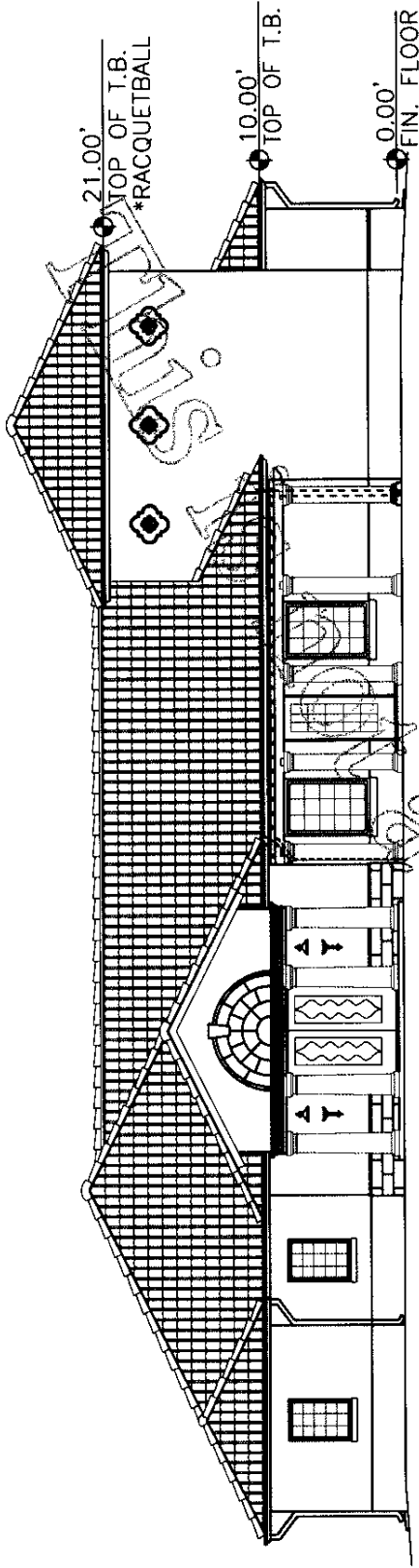
TYPE V
BUILDING
ELEVATION

NOT TO SCALE

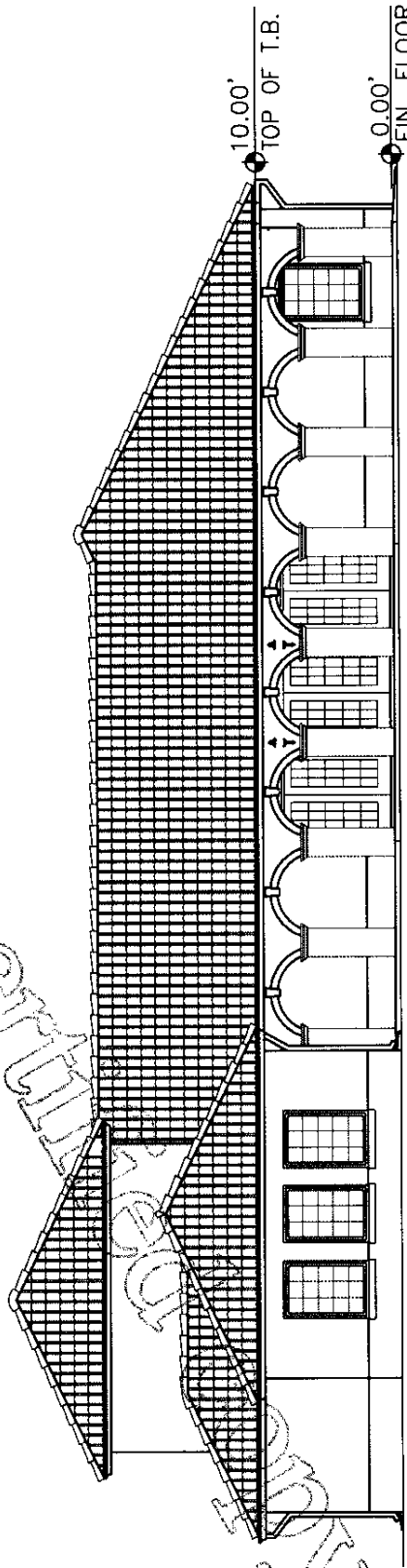
SHEET 64 OF 66

JOB NUMBER:
SS35730_14

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



FRONT ELEVATION



REAR ELEVATION

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SHEET NAME:

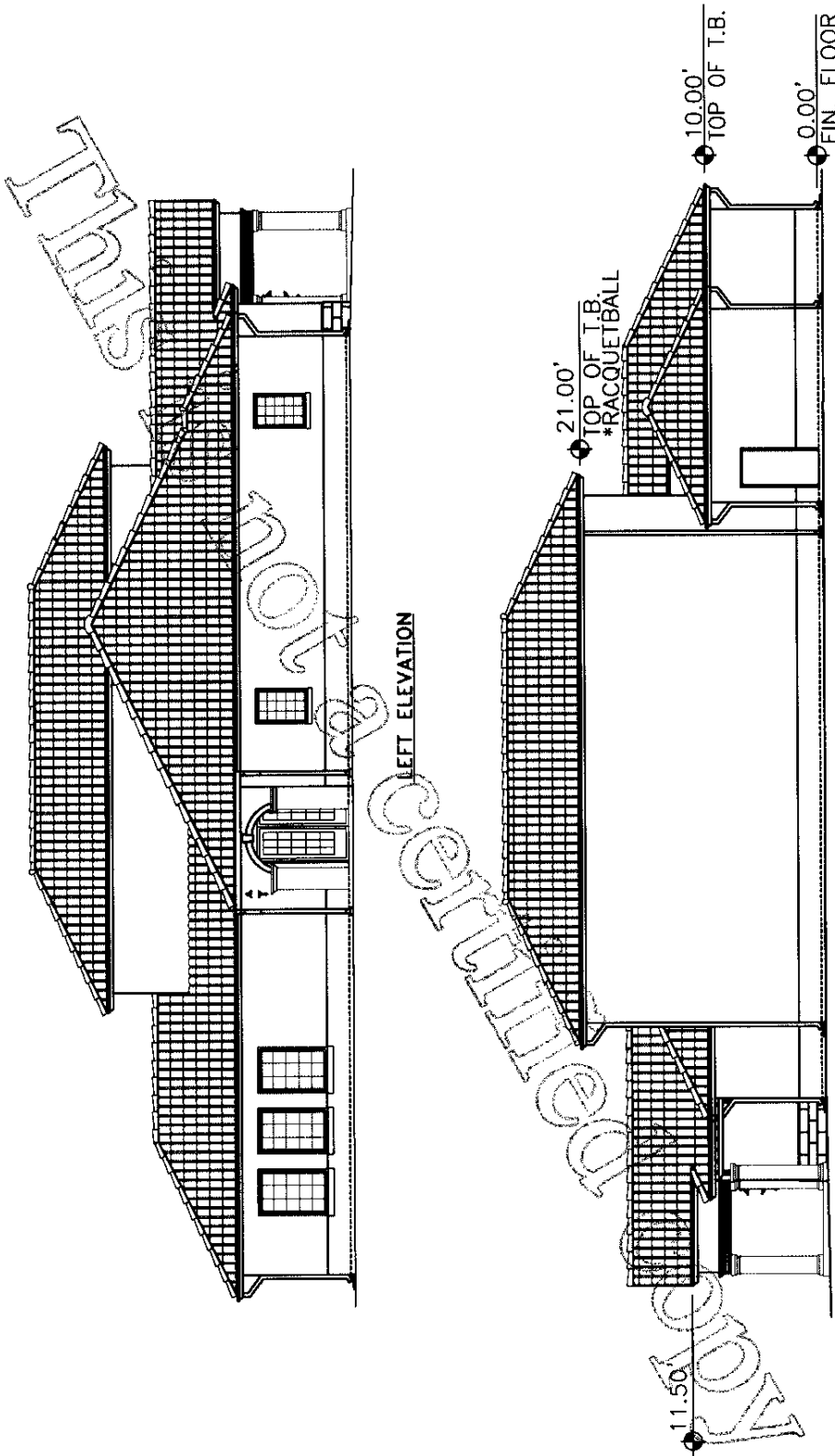
CLUBHOUSE/
LEASING OFFICE
FRONT AND REAR
ELEVATIONS

NOT TO SCALE

SHEET 65 OF 66

JOB NUMBER:
SS35730_19

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



RIGHT ELEVATION

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1-800-TO-SURV

SHEET NAME:

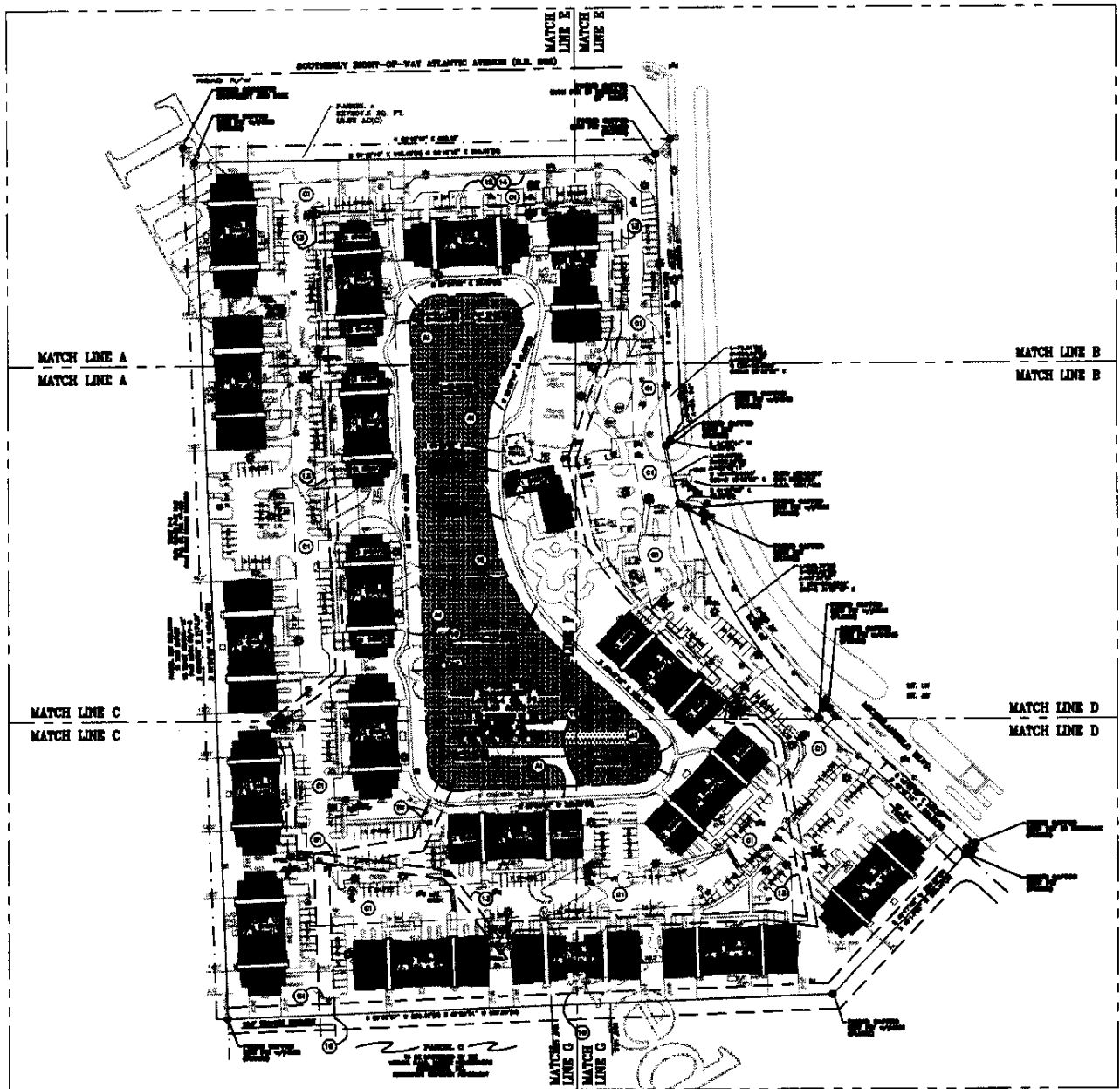
CLUBHOUSE/
LEASING OFFICE
LEFT AND RIGHT
ELEVATIONS

NOT TO SCALE

SHEET 66 OF 66

JOB NUMBER:
SS35730_19

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA



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6889 RIVERWIND POINTS DRIVE
EVANSVILLE, INDIANA 47715
1-800-TO-SURV

SHEET NAME:
IMPROVEMENT
KEY MAP

200' 0' 200'
SCALE: 1" = 200'
SHEET 1 of 13
JOB NUMBER: SS36464_14

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

SOUTHERLY RIGHT-OF-WAY ATLANTIC AVENUE (S.R. 806)

MATCH
LINE E

ROAD R/W

FOUND CONCRETE
MONUMENT AND DISK

FOUND CAPPED
IRON PIN w/ #4103
(FLUSH)

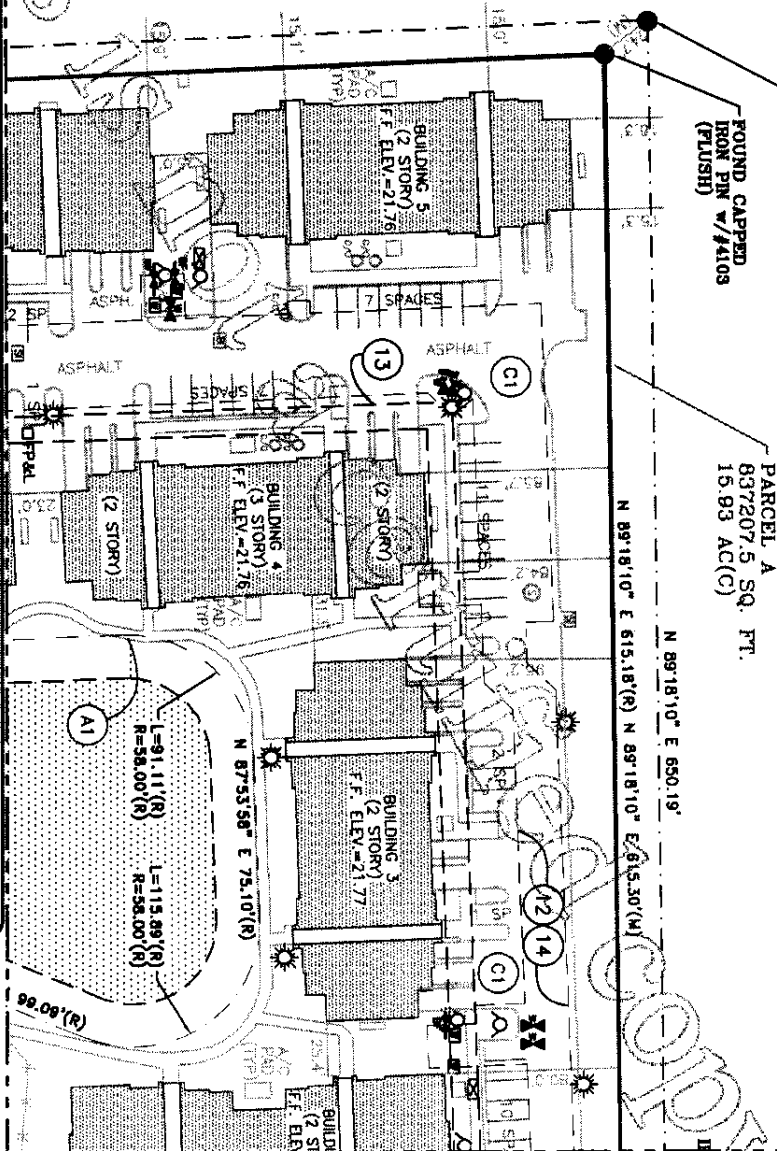
PARCEL A
637207.5 SQ. FT.
15.93 AC(C)

N 89°18'10" E 650.19'

N 89°18'10" E 615.18'(R) N 89°18'10" E 615.30'(H)

IRON P

MATCH LINE A



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4440 RIVERWIND POINTS DRIVE
EVANSTON, INDIANA 47715

U.S.SURVEYOR.COM

1-800-TO-SURV

SHEET NAME:

BOUNDARY
SURVEY WITH
IMPROVEMENTS



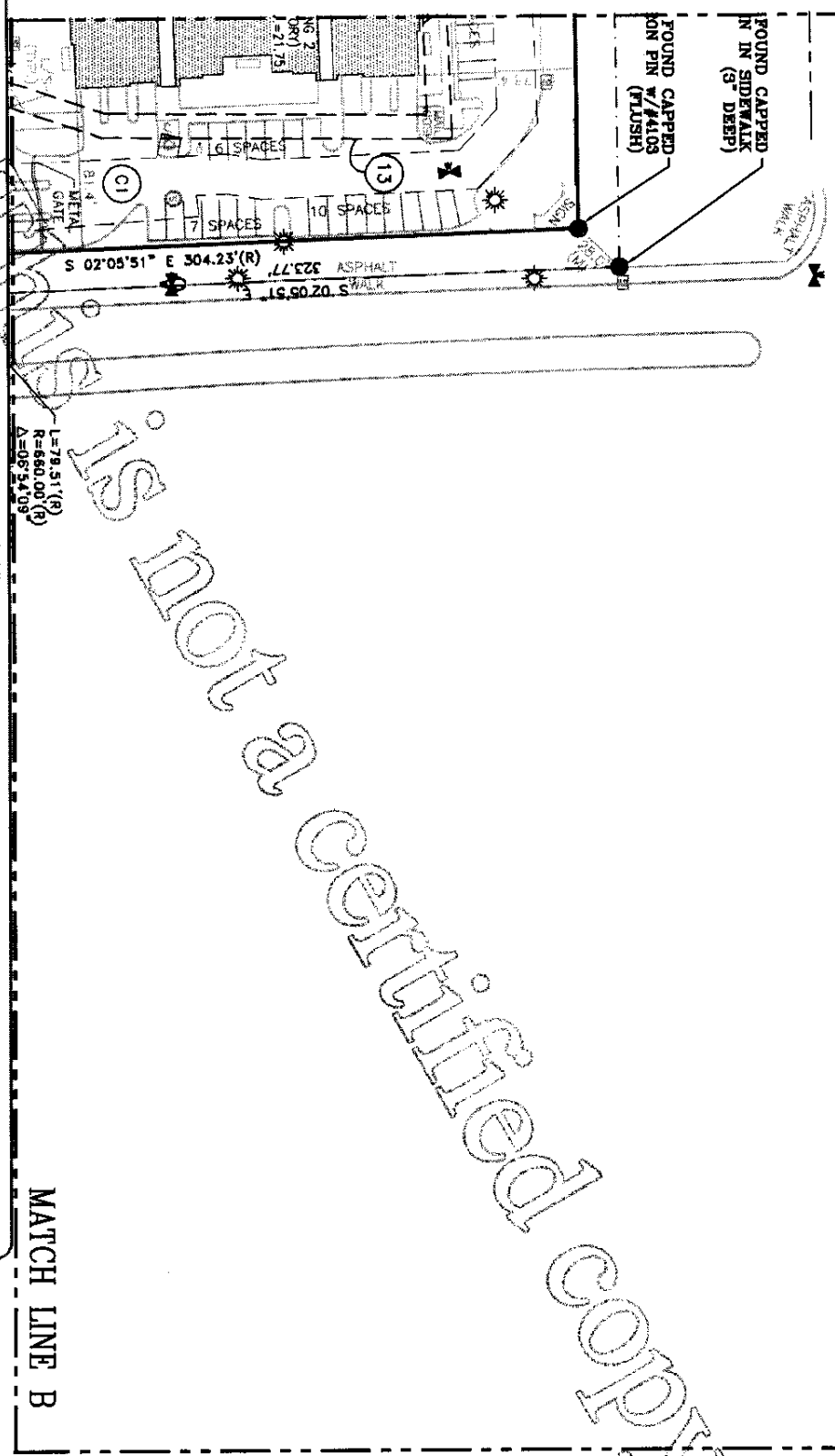
SHEET 2 OF 13

JOB NUMBER:
SS36464_14



EXHIBIT "A"
 MURANO AT DELRAY BEACH, A CONDOMINIUM
 SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

MATCH
 LINE E



MATCH LINE B

L=79.51'(R)
 R=660.00'(R)
 Δ=05°54'09"

US SURVEYOR.COM

U.S. SURVEYOR
 4660 RIVERWOOD POINTE DRIVE
 EVANSVILLE, INDIANA 47716
 1-800-TO-SURV-1

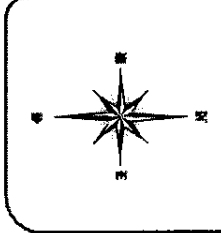
SHEET NAME:
 BOUNDARY
 SURVEY WITH
 IMPROVEMENTS

80' 0' 80'

SCALE: 1" = 80'

SHEET 3 OF 13

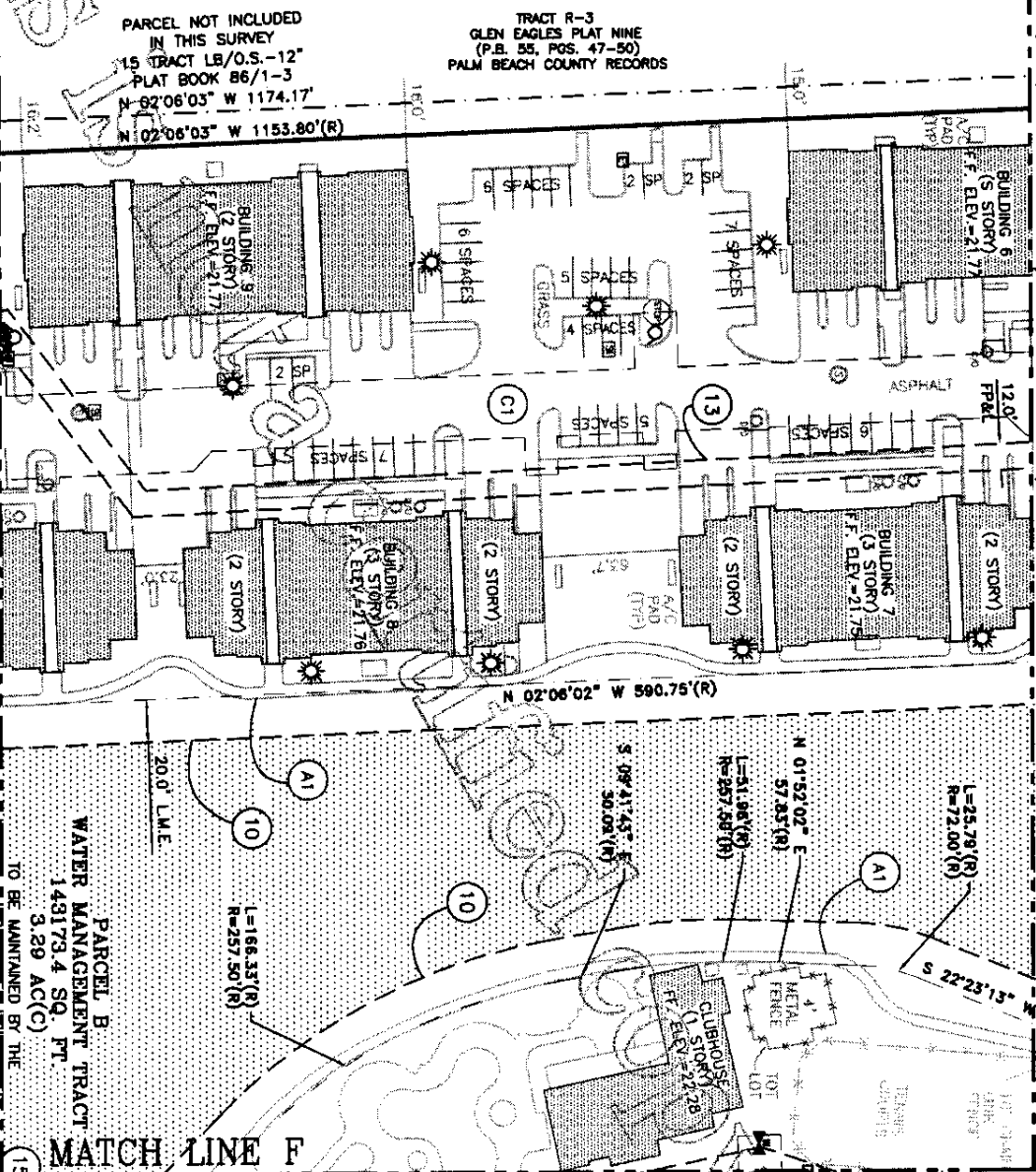
JOB NUMBER:
 SS36464_14



MATCH LINE A

EXHIBIT "A"
MURANO AT DELRAY BEACH, A CONDOMINIUM
SECTION 21, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA

MATCH LINE C



U.S. SURVEYOR
4400 RIVERLAND POINTE DRIVE
EVANSTON, INDIANA 47716

U.S.SURVEYOR.COM

1-800-TO-SURVEY

SHEET NAME:

BOUNDARY
SURVEY WITH
IMPROVEMENTS

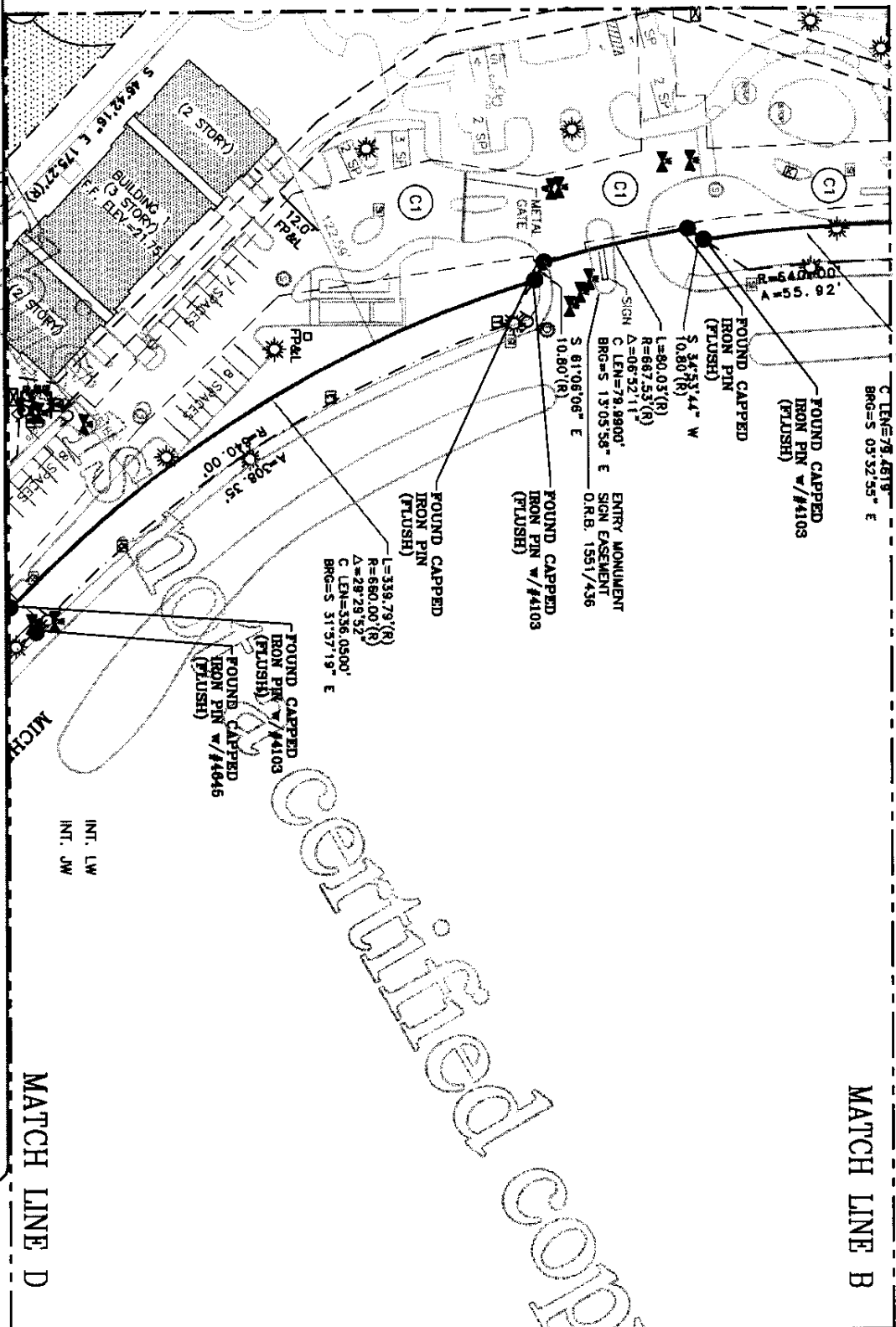


SHEET 4 OF 13

JOB NUMBER:
SS38464_14



MATCH LINE B



USSURVEYOR USSURVEYOR.COM

U.S. SURVEYOR®
1980 PREPARED BY THE

4080 RIVERWIND POINTS DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO SURV

SHEET NAME:

BOUNDARY SURVEY WITH IMPROVEMENTS

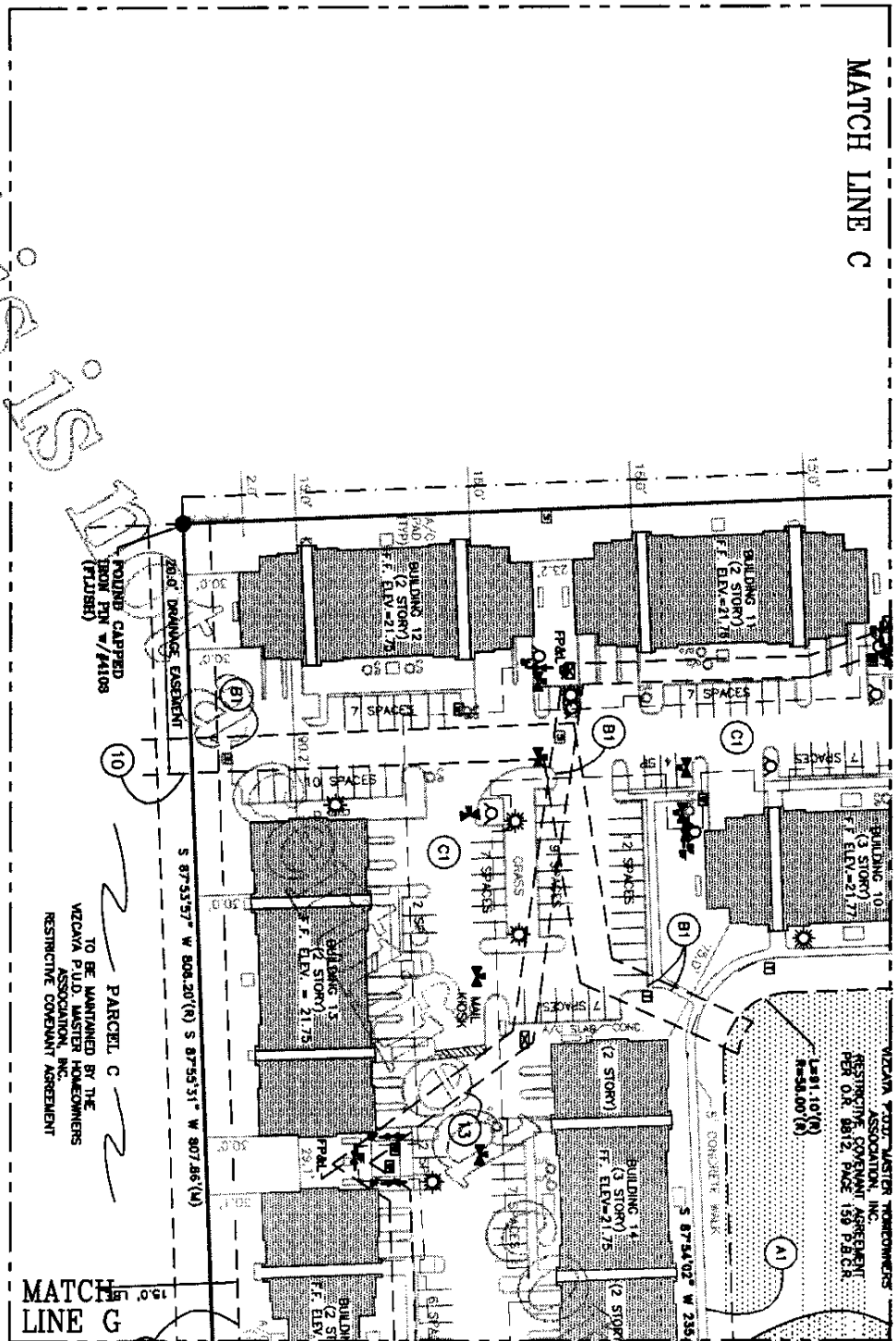
SHEET 5 OF 13

SCALE: 1" = 80'

JOB NUMBER:
SS36464-14



MATCH LINE C



U.S. SURVEYOR[®]
A
1400 RIVERFORD PLAZA DRIVE
EVANSVILLE, INDIANA 47710
1-800-TO-SURVEY

BOUNDARY SURVEY WITH IMPROVEMENTS

SHEET 6 OF 13

JOB NUMBER:
SS36464_14



LAST YEAR • LAST YEAR. COM

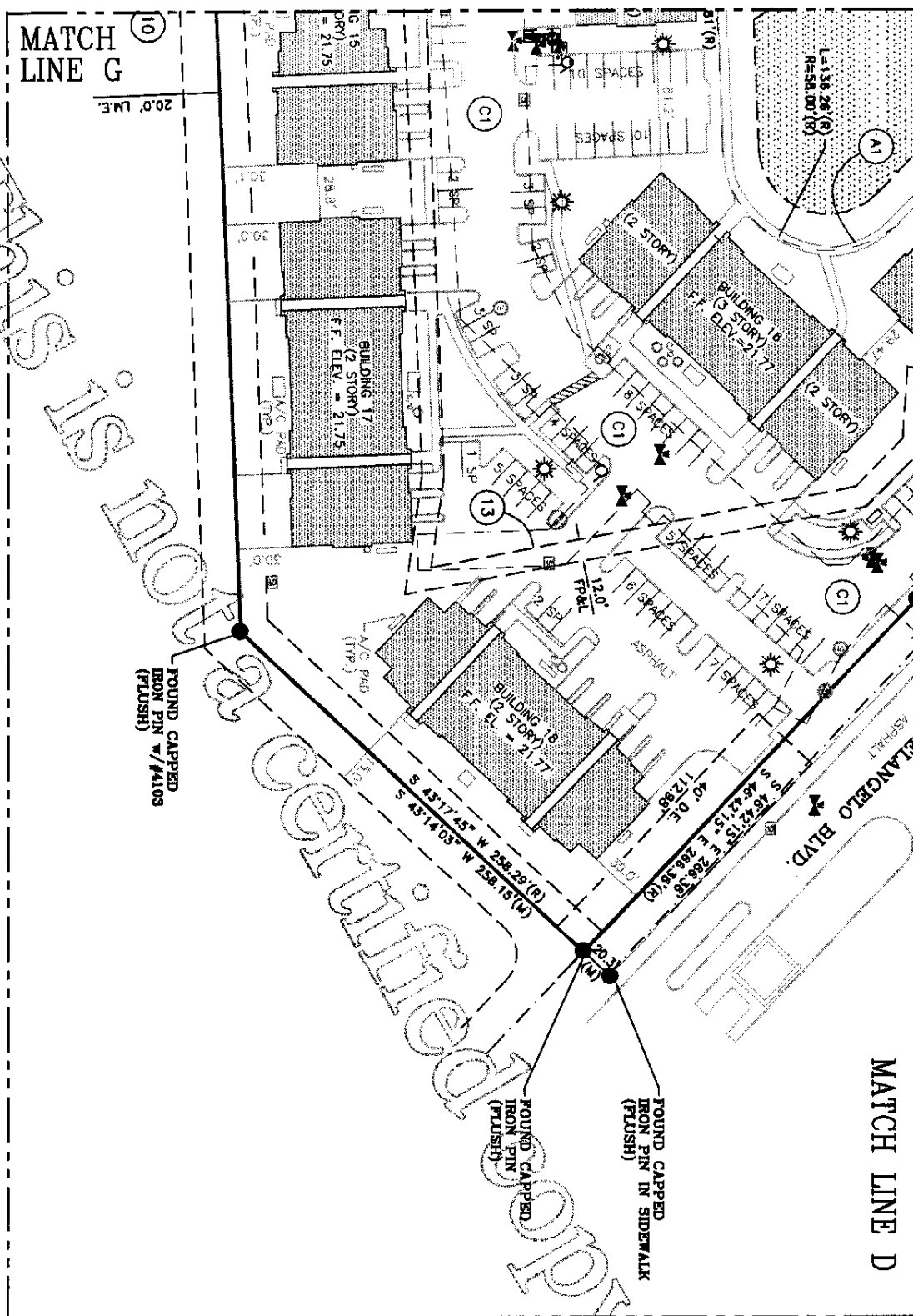
BOUNDARY SURVEY WITH IMPROVEMENTS

SHEET NAME:



SHEET 7 OF 13

JOB NUMBER:
SS36464_14



NOTES CORRESPONDING TO SCHEDULE B

AS PER COMMITMENT NO. 300502401 DATED MARCH 17, 2005

- ⑩ DRAINAGE EASEMENTS, LANDSCAPE BUFFER EASEMENTS AND RESTRICTIONS SET FORTH AT NO. 1) OF THE DEDICATION AND AT NOS. 3, 4, AND 5 OF THE SURVEYOR'S NOTES ON THE PLAT OF MIZNER VILLAGE, RECORDED IN PLAT BOOK 89, PAGE 170. (SHOWN HEREON)
- ⑪ TERMS AND CONDITIONS OF THE DRAINAGE EASEMENT AGREEMENT BY AND BETWEEN UPJOHN DELRAY LIMITED PARTNERSHIP, WZCAYA P.U.D. MASTER HOMEOWNER'S ASSOCIATION, INC. AND AMERITON PROPERTIES INCORPORATED, RECORDED AUGUST 11, 2000 IN OFFICIAL RECORDS BOOK 11950, PAGE 811. (BLANKET EASEMENT)
- ⑫ EASEMENT IN FAVOR OF PALM BEACH COUNTY FOR WATER AND WASTE WATER LINES RECORDED IN OFFICIAL RECORDS BOOK 12151, PAGE 379. (SHOWN HEREON)
- ⑬ TWELVE FOOT WIDE EASEMENT FOR ELECTRIC UTILITY FACILITIES GRANTED TO FLORIDA POWER & LIGHT COMPANY ET AL., FILED AUGUST 14, 2001, RECORDED IN OFFICIAL RECORDS BOOK 12818, PAGE 325. (SHOWN HEREON)
- ⑭ EASEMENT(S) FOR WATER AND WASTE WATER LINES GRANTED TO PALM BEACH COUNTY WITH LENDER'S CONSENT, RECORDED IN OFFICIAL RECORDS BOOK 12953, PAGE 49. (SHOWN HEREON)
- ⑮ TERMS, CONDITIONS, COVENANTS, RESTRICTIONS, LIMITATIONS, AND OBLIGATIONS SET FORTH IN RESTRICTIVE COVENANT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 9812, PAGE 159. (BLANKET EASEMENT)

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 4880 RIVERBEND POINTS DRIVE
 EVANSVILLE, INDIANA 47716
 1-800-TO-SURVY

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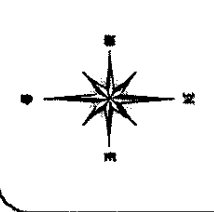
SHEET NAME:
SCHEDULE B
NOTES

80' 0' 80'

SCALE: 1" = 80'

SHEET 8 OF 13

JOB NUMBER:
 SS36464-14



MONUMENT FOUND	MONUMENT SET	P.K. NAIL FOUND	P.K. NAIL SET	FND X MARK	X SET X MARK	R.R. SPIKE FOUND	R.R. SPIKE SET	BENCHMARK	CONC. R/W MARKER
POWERPOLE	GUY WIRE	LIGHT POLE	STREET LIGHT POLE	ELEC. TRANSFORMER	AIR CONDITIONER	BURIED ELECTRIC	OVERHEAD ELECTRIC	ELEC. MANHOLE	ELECTRIC METER
WATER LINE	WATER VALVE	WATER METER	HYDRANT	BACK FLOW PREVENTER	GAS VALVE	GAS METER	GAS MANHOLE	GAS METER	GAS VALVE
BORE HOLE	MONITORING WELL	MAIL BOX	UNKNOWN MANHOLE	KEY PAD	SAN/SEWER LINE	SEWER MANHOLE	CLEAN OUT	STORM DRAIN LINE	STORM DRAIN MANHOLE
STORM INLET	CURB INLET	PAY PHONE	TELEPHONE BOX	TELEPHONE MANHOLE	TELEPHONE POLE	TELEPHONE LINE	OVERHEAD TELEPHONE	CABLE TELEVISION	O/H & OVERHEAD CABLE
CABLE BOX	TRAFFIC POLES	TRAFFIC SIGNAL	TRAFFIC MANHOLE	TRAFFIC SIGNAL BOX	STOP SIGN	SIGN			

U.S. SURVEYOR®
4400 RIVERWOOD DRIVE
EVANSVILLE, INDIANA 47710

1-800-TO SURVEY

STANDARD LEGEND

JOB NUMBER:
SS36484_14

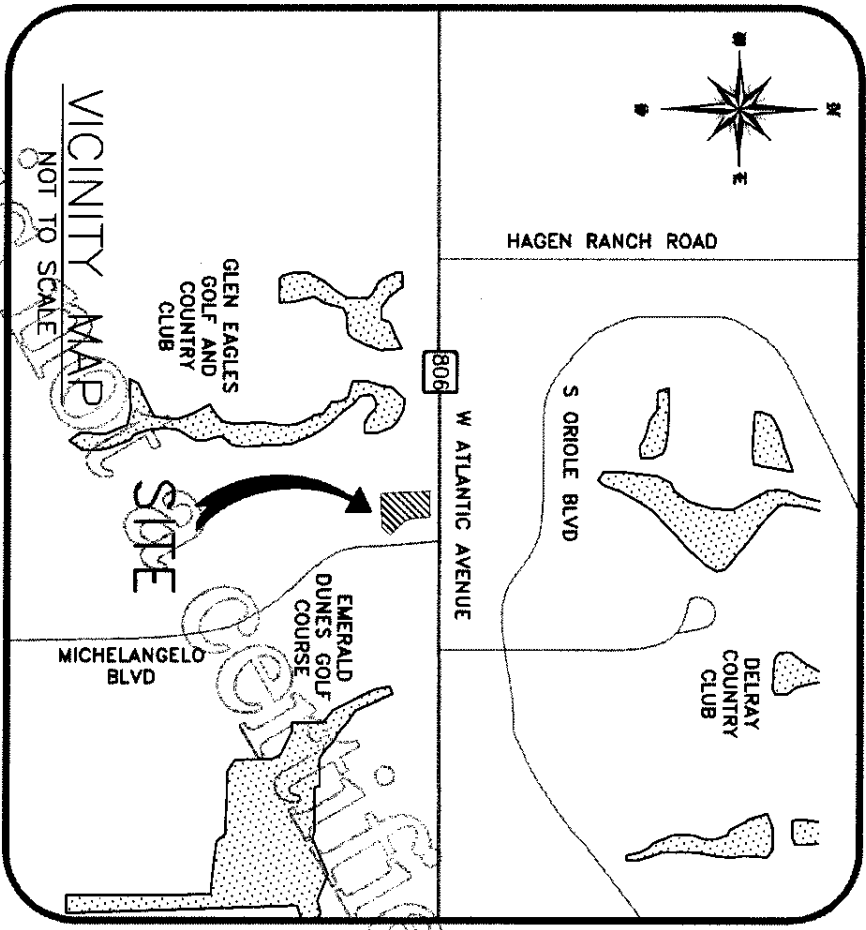
JOB NUMBER:
SS36464_14



U.S. SURVEYOR
 4880 RIVERVIEW DRIVE
 EVANSVILLE, INDIANA 47716
 1-800-TO-SURVEY
 USSURVEYOR.COM

SHEET NAME:
**VICINITY
 MAP**

80' 0' 80'
 SCALE: 1" = 80'
 SHEET 10 OF 13
 JOB NUMBER:
 SS38+64.14



LEGAL DESCRIPTION

PARCEL A, WIZNER VILLAGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 89, PAGES 170 TO 173, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THE NON-EXCLUSIVE EASEMENTS CREATED UNDER THE CERTAIN DRAINAGE EASEMENT AGREEMENT DATED AS OF AUGUST 10, 2000, AND RECORDED ON AUGUST 11, 2000 IN OFFICIAL RECORDS BOOK 11950, PAGE 811; AND

TOGETHER WITH NON-EXCLUSIVE EASEMENTS FOR ACCESS AND PRIVATE ROADWAY TRACT D-1, ALSO KNOWN AS MICHELANGELO BOULEVARD, STORM WATER DRAINAGE AND MAINTENANCE OF ONE SIGN ALL AS GRANTED IN SECTION 4.2 OF THE CERTAIN DECLARATION OF COVENANTS AND RESTRICTIONS FOR VIZCAYA, P.U.D. RECORDED JANUARY 7, 2000 IN OFFICIAL RECORDS BOOK 11551, PAGE 436, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

SITE DATA

SETBACKS AS SHOWN HEREON ARE SUBJECT TO INTERPRETATION, CONTACT LOCAL ZONING AGENCY TO DETERMINE ACCEPTABLE SETBACK LINES.

1. ZONING- MR-5 (MEDIUM RESIDENTIAL)

SETBACKS-

-FRONT= 25'

-SIDE= 15'

-REAR= 12'

HEIGHT RESTRICTIONS- NOT TO EXCEED 2 STORIES OR 35'

PARKING REQUIRED= N/A

PARKING PROVIDED-

-REGULAR= 456 SPACES

-HANDICAP= 20 SPACES

-GARAGE= 121 SPACES

TOTAL SPACES PROVIDED= 597

STATEMENT OF ENCROACHMENTS

(A1) WALK ENCROACHES ONTO PARCEL B

(B1) CONCRETE CURBING AND 5' CONCRETE WALK ENCROACHES 20' U.E.

(C1) CONCRETE CURBING AND CONCRETE WALK ENCROACHES F&L EASEMENT

SURVEYOR NOTES

THIS SURVEY IS SUBJECT TO ANY AND ALL ENFORCEABLE RESTRICTIVE COVENANTS.

ITEMS LISTED BELOW MAY REPRESENT AN EASEMENT THAT WAS NOT SHOWN IN SCHEDULE B DOCUMENTS

(A2) (IF NONE, SO STATE)

U.S. SURVEYOR
4400 RIVERBEND POINTS DRIVE
STANFORD, INDIANA 47716
1-800-TO-SURVEY

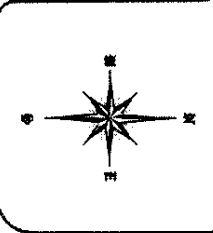
SHEET NAME:
**LEGAL DESCRIPTION
SITE DATA
NOTES**

80' 0' 80'

SCALE: 1" = 80'

SHEET 11 OF 13

JOB NUMBER:
SS36464_14



SURVEYOR'S CERTIFICATION

CERTIFIED TO:

RE: FILE #300502401

DRAWING # SS36464

TITLE: CHICAGO TITLE INSURANCE CO.

THE UNDERSIGNED REGISTERED LAND SURVEYOR (THE "SURVEYOR") HEREBY CERTIFIES THAT:

1. THIS SURVEY WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY OF THE REAL PROPERTY SHOWN HEREON (THE "PROPERTY") AND WAS CONDUCTED BY THE SURVEYOR OR UNDER THE SURVEYOR'S SUPERVISION;

2. MONUMENTS HAVE BEEN DULY LOCATED OR PLACED AND ACTUALLY EXIST AT ALL MAJOR CORNERS OF THE BOUNDARIES OF THE PROPERTY) AND SUCH MONUMENTS ARE LOCATED, ARE OF THE SIZE, AND CONSIST OF THE MATERIALS, AS SHOWN ON THIS SURVEY;

3. THE SURVEY AND THE LEGAL DESCRIPTION OF THE PROPERTY, INCLUDING THE POINT OF BEGINNING AND ALL CALLS, IS TRUE, CORRECT, AND ACCURATE, IS IDENTICAL TO THE LEGAL DESCRIPTION CONTAINED IN FIRST AMERICAN TITLE INSURANCE COMPANY'S COMMITMENT FOR TITLE INSURANCE No. 2080-705089 DATED DECEMBER 9, 2004 (THE "COMMITMENT") AND THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, VISIBLE ENCROACHMENTS ONTO OR PROTRUDING FROM THE PROPERTY, OR VISIBLE EASEMENTS OR RIGHTS-OF-WAY (OTHER THAN THOSE WHICH EXIST PURSUANT TO RECORDED INSTRUMENTS) EXCEPT AS NOTED HEREON;

4. ALL RECORDED EASEMENTS OR OTHER INSTRUMENTS OR EXCEPTIONS NOTED IN THE COMMITMENT ("EXCEPTIONS") AND CAPABLE OF BEING LOCATED HAVE BEEN CORRECTLY LOCATED HEREON AND ARE INDICATED BY OFFICIAL RECORDING INFORMATION [BOOK AND PAGE], AND THOSE EXCEPTIONS WHICH CANNOT BE LOCATED OR DO NOT AFFECT THE PROPERTY ARE NOTED HEREON EITHER AS "BLANKET" EXCEPTIONS THAT AFFECT THE ENTIRE PROPERTY OR AS NOT AFFECTING THE PROPERTY;

5. THE FOLLOWING, IF THEY EXIST ON THE PROPERTY, HAVE BEEN LOCATED ON THIS SURVEY:

- (a) BUILDINGS (LABELED AS TO TYPE, DIMENSIONS AND GROSS SQUARE FOOTAGE, AND DISTANCE FROM EACH BOUNDARY LINE);
- (b) SIGNIFICANT OTHER IMPROVEMENTS OTHER THAN BUILDINGS, SUCH AS SIGNS, PARKING AREAS, OR OTHER STRUCTURES SUCH AS FENCES OR WALLS (LABELED AS TO DIMENSIONS AND NATURE OF USE);
- (c) WATER/GAS/SEWER MAINS AND TELEPHONE/ELECTRIC/UTILITY LINES (AS DETERMINED BY ON SITE SURFACE OBSERVATIONS ONLY);
- (d) WATER RETENTION OR DETENTION PONDS;
- (e) HIGH WATER MARKS, IF THE PROPERTY IS LOCATED ON OR CONTAINS A BODY OF WATER;
- (f) INTERIOR LOT LINES; AND
- (g) ANY NATURAL OR CONSTRUCTED OBJECTS AFFECTING THE PROPERTY;

6. LINES INDICATING ALL SETBACK RESTRICTIONS OF RECORD OR DISCLOSED BY APPLICABLE BUILDING OR ZONING CODES ARE DRAWN HEREON AND ANY HEIGHT OR BULK RESTRICTIONS OF RECORD OR DISCLOSED BY APPLICABLE BUILDING OR ZONING CODES, IF ANY, ARE NOTED HEREON AND THE SOURCE FOR EITHER TYPE OF RESTRICTION IS INDICATED ON THIS SURVEY. IF NO SUCH RESTRICTIONS AFFECT OR APPLY TO THE PROPERTY, A NOTE HAS BEEN PLACED HEREON TO SO INDICATE;

7. IF A STREET ADDRESS HAS BEEN ASSIGNED FOR THE PROPERTY, IT IS NOTED ON THIS SURVEY;

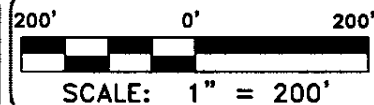
8. A VICINITY MAP IS CONTAINED ON THIS SURVEY AND SUCH VICINITY MAP SHOWS THE PROPERTY IN REFERENCE TO NEARBY PUBLIC RIGHTS-OF-WAY AND MAJOR STREET INTERSECTIONS. THIS SURVEY SHOWS THE NAMES AND WIDTHS OF ALL RIGHTS-OF-WAY BOUNDING THE PROPERTY AND INDICATES (a) WHETHER SUCH RIGHTS-OF-WAY ARE PUBLIC OR PRIVATE; (b) BY USE OF ARROWS DRAWN TO THE PROPERTY BOUNDARY LINE THAT THERE ARE NO GAPS BETWEEN THE PROPERTY BOUNDARIES AND THE BORDERS OF SUCH RIGHTS-OF-WAY; (c) EXISTING CURB CUT ACCESS POINTS TO ANY SUCH RIGHTS-OF-WAY WHICH ARE PUBLIC; AND (d) THAT THE PROPERTY HAS ACCESS TO AND FROM A PUBLIC ROADWAY AS SHOWN ON THE SURVEY. THIS SURVEY SHOWS THE DISTANCE TO AND LOCATION OF THE NEAREST INTERSECTING STREET OR ROAD [IF ACCESS IS BY EASEMENT OR PRIVATE RIGHT OF WAY];

U.S.SURVEYOR@U.S.SURVEYOR.COM



SHEET NAME:

**SURVEY
CERTIFICATION**



SHEET 12 OF 13

JOB NUMBER:
SS36464_14

9. BASED UPON A REVIEW OF FEDERAL FLOOD INSURANCE RATE MAPS (OR THE STATE OR LOCAL EQUIVALENT IF NO FEDERAL MAP EXISTS), THE SURVEYOR HAS DETERMINED BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY THAT THE PROPERTY IS NOT LOCATED IN A 100 YEAR FLOOD PLAIN OR IN AN IDENTIFIED "FLOOD PRONE AREA" AS DEFINED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, THE AREA IS, HOWEVER, IN ZONE "B" (500 YEAR FLOOD PLAIN) PURSUANT TO THE FLOOD DISASTER INSURANCE RATE MAP PANEL # 120192 0215 A, DATED FEBRUARY 1, 1979, WHICH SUCH MAP PANEL COVERS THE AREA IN WHICH THE PROPERTY IS SITUATED;

10. THE PROPERTY CONTAINS APPROXIMATELY 15.93 ACRES AND CURRENTLY IS ZONED "MR-5"

11. THE NAME OF THE OWNERS OF THE PROPERTIES ADJOINING THE PROPERTY ARE INDICATED ON THIS SURVEY;

12. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS ESTABLISHED PURSUANT TO THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED AND MEETS THE REQUIREMENTS SET FORTH IN THE MONTECITO SURVEY PROTOCOL.

13. THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE (i) IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND ACSM IN 1999, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7, 8, 9, 10 AND 11(a) TABLE A THEREOF, AND (ii) PURSUANT TO THE ACCURACY STANDARDS (AS ADOPTED BY ALTA AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION) OF A URBAN SURVEY.

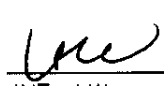
FIELD WORK DATE: 07/11/05


MICHAEL F. FELDBUSCH, PSM

FLORIDA REGISTRATION No. 4615

DATE OF CERTIFICATION

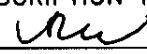
07/22/05


INT. LW

CLOSURE 1:610,649.27

(CLOSURE IS COMPUTER CALCULATED)

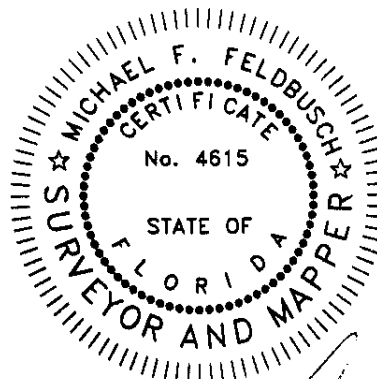
LEGAL DESCRIPTION REVIEWED BY:

INT. LW 

INT. JW 

CERTIFICATION IS ONLY TO THE PARTIES HEREIN NAMED.

THIS SURVEY IS NOT VALID FOR ANY FUTURE TRANSACTIONS OF THIS PROPERTY.




INT. XX

DATE: XX

FIELD REVIEWED

USSURVEY@USSURVEYOR.COM

U.S. SURVEYOR®

1929 RIVERWIND POINTE DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

SURVEY
CERTIFICATION

200' 0' 200'

SCALE: 1" = 200'

SHEET 13 OF 13

JOB NUMBER:

SS36464_14

SHARES OF COMMON ELEMENTS, COMMON EXPENSES & SURPLUS

UNIT TYPE	UNIT AREA	NO. OF UNITS	TOTAL UNIT AREA	FRACTIONAL SHARE	TOTAL SHARE PER UNIT TYPE
A-R	831	16	13,296	0.0027400422052229000	0.0438406752835663000
A1-R	835	36	30,060	0.0027532313373780000	0.0991163281456080000
A2	842	18	15,156	0.0027763123186494300	0.0499736217356898000
B-R	1,145	141	161,445	0.0037753890793985800	0.5323298601951990000
B1	1,153	10	11,530	0.0038017673437087800	0.0380176734370878000
C-R	1,323	36	47,628	0.0043623054603007100	0.1570429965708260000
C1	1,332	18	23,976	0.0043919810076497000	0.0790556581376945000
Comm	189	1	189	0.0006231864943286730	0.0006231864943286730
TOTAL UNITS		276	303,280		1.0000000000000000000

Exhibit "B"



CondoAnalysis, Inc.

Due-Diligence • Disclosure • Dedication

Montecito Property Company

Murano at Delray Beach, a Condominium

File No.: 5015

Total Unit Types

UNIT TYPE	BUILDING NUMBER	UNIT NUMBER	STREET ADDRESS on MICHELANGELO BLVD	DESCRIPTION	TOTAL SQ. FT. AREA	UNIT COUNT
A-R	2	2-103	15015	One Bedroom/One Bath	831	16
A	2	2-104	15015	One Bedroom/One Bath	831	
A	2	2-105	15015	One Bedroom/One Bath	831	
A-R	2	2-106	15015	One Bedroom/One Bath	831	
A-R	2	2-203	15015	One Bedroom/One Bath	831	
A	2	2-204	15015	One Bedroom/One Bath	831	
A	2	2-205	15015	One Bedroom/One Bath	831	
A-R	2	2-206	15015	One Bedroom/One Bath	831	
A-R	15	15-103	15145	One Bedroom/One Bath	831	
A	15	15-104	15145	One Bedroom/One Bath	831	
A	15	15-105	15145	One Bedroom/One Bath	831	
A-R	15	15-106	15145	One Bedroom/One Bath	831	
A-R	15	15-203	15145	One Bedroom/One Bath	831	
A	15	15-204	15145	One Bedroom/One Bath	831	
A	15	15-205	15145	One Bedroom/One Bath	831	
A-R	15	15-206	15145	One Bedroom/One Bath	831	
A1-R	3	3-201	15025	One Bedroom/One Bath	835	36
A1	3	3-202	15025	One Bedroom/One Bath	835	
A1	3	3-207	15025	One Bedroom/One Bath	835	
A1-R	3	3-208	15025	One Bedroom/One Bath	835	
A1-R	4	4-201	15035	One Bedroom/One Bath	835	
A1	4	4-202	15035	One Bedroom/One Bath	835	
A1	4	4-207	15035	One Bedroom/One Bath	835	
A1-R	4	4-208	15035	One Bedroom/One Bath	835	
A1-R	5	5-201	15045	One Bedroom/One Bath	835	
A1	5	5-202	15045	One Bedroom/One Bath	835	
A1	5	5-207	15045	One Bedroom/One Bath	835	
A1-R	5	5-208	15045	One Bedroom/One Bath	835	
A1-R	7	7-201	15065	One Bedroom/One Bath	835	
A1	7	7-202	15065	One Bedroom/One Bath	835	
A1	7	7-207	15065	One Bedroom/One Bath	835	
A1-R	7	7-208	15065	One Bedroom/One Bath	835	
A1-R	8	8-201	15075	One Bedroom/One Bath	835	
A1	8	8-202	15075	One Bedroom/One Bath	835	
A1	8	8-207	15075	One Bedroom/One Bath	835	
A1-R	8	8-208	15075	One Bedroom/One Bath	835	
A1-R	10	10-201	15095	One Bedroom/One Bath	835	
A1	10	10-202	15095	One Bedroom/One Bath	835	
A1	10	10-207	15095	One Bedroom/One Bath	835	
A1-R	10	10-208	15095	One Bedroom/One Bath	835	
A1-R	11	11-201	15105	One Bedroom/One Bath	835	
A1	11	11-202	15105	One Bedroom/One Bath	835	

Continued on next page

Murano at Delray Beach - Final Disclosure Report 7-8-2005.xls

Montecito Property Company

Murano at Delray Beach, a Condominium

File No.: 5015

Total Unit Types

Continued from last page

A1	11	11-207	15105	One Bedroom/One Bath	835
A1-R	11	11-208	15105	One Bedroom/One Bath	835
A1-R	12	12-201	15115	One Bedroom/One Bath	835
A1	12	12-202	15115	One Bedroom/One Bath	835
A1	12	12-207	15115	One Bedroom/One Bath	835
A1-R	12	12-208	15115	One Bedroom/One Bath	835
A1-R	18	18-201	15175	One Bedroom/One Bath	835
A1	18	18-202	15175	One Bedroom/One Bath	835
A1	18	18-207	15175	One Bedroom/One Bath	835
A1-R	18	18-208	15175	One Bedroom/One Bath	835

UNIT TYPE	BUILDING NUMBER	UNIT NUMBER	STREET ADDRESS on MICHELANGELO BLVD	DESCRIPTION	TOTAL SQ. FT. AREA	UNIT COUNT
A2	3	3-102	15025	One Bedroom/One Bath	842	18
A2-R	3	3-108	15025	One Bedroom/One Bath	842	
A2	4	4-102	15035	One Bedroom/One Bath	842	
A2-R	4	4-108	15035	One Bedroom/One Bath	842	
A2	5	5-102	15045	One Bedroom/One Bath	842	
A2-R	5	5-108	15045	One Bedroom/One Bath	842	
A2	7	7-102	15065	One Bedroom/One Bath	842	
A2-R	7	7-108	15065	One Bedroom/One Bath	842	
A2	8	8-102	15075	One Bedroom/One Bath	842	
A2-R	8	8-108	15075	One Bedroom/One Bath	842	
A2	10	10-102	15095	One Bedroom/One Bath	842	
A2-R	10	10-108	15095	One Bedroom/One Bath	842	
A2	11	11-102	15105	One Bedroom/One Bath	842	
A2-R	11	11-108	15105	One Bedroom/One Bath	842	
A2	12	12-102	15115	One Bedroom/One Bath	842	
A2-R	12	12-108	15115	One Bedroom/One Bath	842	
A2	18	18-102	15175	One Bedroom/One Bath	842	
A2-R	18	18-108	15175	One Bedroom/One Bath	842	

UNIT TYPE	BUILDING NUMBER	UNIT NUMBER	STREET ADDRESS on MICHELANGELO BLVD	DESCRIPTION	TOTAL SQ. FT. AREA	UNIT COUNT
B-R	1	1-103	15185	Two Bedroom/Two Bath	1,145	141
B	1	1-104	15185	Two Bedroom/Two Bath	1,145	
B	1	1-105	15185	Two Bedroom/Two Bath	1,145	
B-R	1	1-106	15185	Two Bedroom/Two Bath	1,145	
B-R	1	1-203	15185	Two Bedroom/Two Bath	1,145	
B	1	1-204	15185	Two Bedroom/Two Bath	1,145	
B	1	1-205	15185	Two Bedroom/Two Bath	1,145	
B-R	1	1-206	15185	Two Bedroom/Two Bath	1,145	
B-R	1	1-303	15185	Two Bedroom/Two Bath	1,145	
B	1	1-304	15185	Two Bedroom/Two Bath	1,145	
B	1	1-305	15185	Two Bedroom/Two Bath	1,145	
B-R	1	1-306	15185	Two Bedroom/Two Bath	1,145	

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CondoAnalysis, Inc.

Due-Diligence • Disclosure • Dedication

Montecito Property Company

Murano at Delray Beach, a Condominium

File No.: 5015

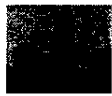
Total Unit Types

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B-R	3	3-106	15025	Two Bedroom/Two Bath	1,145
B-R	3	3-203	15025	Two Bedroom/Two Bath	1,145
B	3	3-204	15025	Two Bedroom/Two Bath	1,145
B	3	3-205	15025	Two Bedroom/Two Bath	1,145
B-R	3	3-206	15025	Two Bedroom/Two Bath	1,145
B-R	4	4-103	15035	Two Bedroom/Two Bath	1,145
B	4	4-104	15035	Two Bedroom/Two Bath	1,145
B	4	4-105	15035	Two Bedroom/Two Bath	1,145
B-R	4	4-106	15035	Two Bedroom/Two Bath	1,145
B-R	4	4-203	15035	Two Bedroom/Two Bath	1,145
B	4	4-204	15035	Two Bedroom/Two Bath	1,145
B	4	4-205	15035	Two Bedroom/Two Bath	1,145
B-R	4	4-206	15035	Two Bedroom/Two Bath	1,145
B-R	4	4-303	15035	Two Bedroom/Two Bath	1,145
B	4	4-304	15035	Two Bedroom/Two Bath	1,145
B	4	4-305	15035	Two Bedroom/Two Bath	1,145
B-R	4	4-306	15035	Two Bedroom/Two Bath	1,145
B-R	5	5-103	15045	Two Bedroom/Two Bath	1,145
B	5	5-104	15045	Two Bedroom/Two Bath	1,145
B	5	5-105	15045	Two Bedroom/Two Bath	1,145
B-R	5	5-106	15045	Two Bedroom/Two Bath	1,145
B-R	5	5-203	15045	Two Bedroom/Two Bath	1,145
B	5	5-204	15045	Two Bedroom/Two Bath	1,145
B	5	5-205	15045	Two Bedroom/Two Bath	1,145
B-R	5	5-206	15045	Two Bedroom/Two Bath	1,145
B-R	6	6-106	15055	Two Bedroom/Two Bath	1,145
B-R	6	6-203	15055	Two Bedroom/Two Bath	1,145
B	6	6-204	15055	Two Bedroom/Two Bath	1,145
B	6	6-205	15055	Two Bedroom/Two Bath	1,145
B-R	6	6-206	15055	Two Bedroom/Two Bath	1,145
B-R	7	7-103	15065	Two Bedroom/Two Bath	1,145
B	7	7-104	15065	Two Bedroom/Two Bath	1,145
B	7	7-105	15065	Two Bedroom/Two Bath	1,145
B-R	7	7-106	15065	Two Bedroom/Two Bath	1,145
B-R	7	7-203	15065	Two Bedroom/Two Bath	1,145
B	7	7-204	15065	Two Bedroom/Two Bath	1,145
B	7	7-205	15065	Two Bedroom/Two Bath	1,145
B-R	7	7-206	15065	Two Bedroom/Two Bath	1,145
B-R	7	7-303	15065	Two Bedroom/Two Bath	1,145
B	7	7-304	15065	Two Bedroom/Two Bath	1,145
B	7	7-305	15065	Two Bedroom/Two Bath	1,145
B-R	7	7-306	15065	Two Bedroom/Two Bath	1,145
B-R	8	8-103	15075	Two Bedroom/Two Bath	1,145
B	8	8-104	15075	Two Bedroom/Two Bath	1,145
B	8	8-105	15075	Two Bedroom/Two Bath	1,145
B-R	8	8-106	15075	Two Bedroom/Two Bath	1,145
B-R	8	8-203	15075	Two Bedroom/Two Bath	1,145

Continued on next page

Murano at Delray Beach - Final Disclosure Report 7-8-2005.xls



CondoAnalysis, Inc.

Due-Diligence • Disclosure • Dedication

Montecito Property Company

Murano at Delray Beach, a Condominium

File No.: 5015

Total Unit Types

Continued from last page

B	8	8-204	15075	Two Bedroom/Two Bath	1,145
B	8	8-205	15075	Two Bedroom/Two Bath	1,145
B-R	8	8-206	15075	Two Bedroom/Two Bath	1,145
B-R	8	8-303	15075	Two Bedroom/Two Bath	1,145
B	8	8-304	15075	Two Bedroom/Two Bath	1,145
B	8	8-305	15075	Two Bedroom/Two Bath	1,145
B-R	8	8-306	15075	Two Bedroom/Two Bath	1,145
B-R	9	9-106	15085	Two Bedroom/Two Bath	1,145
B-R	9	9-203	15085	Two Bedroom/Two Bath	1,145
B	9	9-204	15085	Two Bedroom/Two Bath	1,145
B	9	9-205	15085	Two Bedroom/Two Bath	1,145
B-R	9	9-206	15085	Two Bedroom/Two Bath	1,145
B-R	10	10-103	15095	Two Bedroom/Two Bath	1,145
B	10	10-104	15095	Two Bedroom/Two Bath	1,145
B	10	10-105	15095	Two Bedroom/Two Bath	1,145
B-R	10	10-106	15095	Two Bedroom/Two Bath	1,145
B-R	10	10-203	15095	Two Bedroom/Two Bath	1,145
B	10	10-204	15095	Two Bedroom/Two Bath	1,145
B	10	10-205	15095	Two Bedroom/Two Bath	1,145
B-R	10	10-206	15095	Two Bedroom/Two Bath	1,145
B-R	10	10-303	15095	Two Bedroom/Two Bath	1,145
B	10	10-304	15095	Two Bedroom/Two Bath	1,145
B	10	10-305	15095	Two Bedroom/Two Bath	1,145
B-R	10	10-306	15095	Two Bedroom/Two Bath	1,145
B-R	11	11-103	15105	Two Bedroom/Two Bath	1,145
B	11	11-104	15105	Two Bedroom/Two Bath	1,145
B	11	11-105	15105	Two Bedroom/Two Bath	1,145
B-R	11	11-106	15105	Two Bedroom/Two Bath	1,145
B-R	11	11-203	15105	Two Bedroom/Two Bath	1,145
B	11	11-204	15105	Two Bedroom/Two Bath	1,145
B	11	11-205	15105	Two Bedroom/Two Bath	1,145
B-R	11	11-206	15105	Two Bedroom/Two Bath	1,145
B-R	12	12-103	15115	Two Bedroom/Two Bath	1,145
B	12	12-104	15115	Two Bedroom/Two Bath	1,145
B	12	12-105	15115	Two Bedroom/Two Bath	1,145
B-R	12	12-106	15115	Two Bedroom/Two Bath	1,145
B-R	12	12-203	15115	Two Bedroom/Two Bath	1,145
B	12	12-204	15115	Two Bedroom/Two Bath	1,145
B	12	12-205	15115	Two Bedroom/Two Bath	1,145
B-R	12	12-206	15115	Two Bedroom/Two Bath	1,145
B-R	13	13-106	15125	Two Bedroom/Two Bath	1,145
B-R	13	13-203	15125	Two Bedroom/Two Bath	1,145
B	13	13-204	15125	Two Bedroom/Two Bath	1,145
B	13	13-205	15125	Two Bedroom/Two Bath	1,145
B-R	13	13-206	15125	Two Bedroom/Two Bath	1,145
B-R	14	14-103	15135	Two Bedroom/Two Bath	1,145
B	14	14-104	15135	Two Bedroom/Two Bath	1,145

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Total Unit Types

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B	14	14-105	15135	Two Bedroom/Two Bath	1,145
B-R	14	14-106	15135	Two Bedroom/Two Bath	1,145
B-R	14	14-203	15135	Two Bedroom/Two Bath	1,145
B	14	14-204	15135	Two Bedroom/Two Bath	1,145
B	14	14-205	15135	Two Bedroom/Two Bath	1,145
B-R	14	14-206	15135	Two Bedroom/Two Bath	1,145
B-R	14	14-303	15135	Two Bedroom/Two Bath	1,145
B	14	14-304	15135	Two Bedroom/Two Bath	1,145
B	14	14-305	15135	Two Bedroom/Two Bath	1,145
B-R	14	14-306	15135	Two Bedroom/Two Bath	1,145
B-R	16	16-103	15155	Two Bedroom/Two Bath	1,145
B	16	16-104	15155	Two Bedroom/Two Bath	1,145
B	16	16-105	15155	Two Bedroom/Two Bath	1,145
B-R	16	16-106	15155	Two Bedroom/Two Bath	1,145
B-R	16	16-203	15155	Two Bedroom/Two Bath	1,145
B	16	16-204	15155	Two Bedroom/Two Bath	1,145
B	16	16-205	15155	Two Bedroom/Two Bath	1,145
B-R	16	16-206	15155	Two Bedroom/Two Bath	1,145
B-R	16	16-303	15155	Two Bedroom/Two Bath	1,145
B	16	16-304	15155	Two Bedroom/Two Bath	1,145
B	16	16-305	15155	Two Bedroom/Two Bath	1,145
B-R	16	16-306	15155	Two Bedroom/Two Bath	1,145
B-R	17	17-103	15165	Two Bedroom/Two Bath	1,145
B	17	17-104	15165	Two Bedroom/Two Bath	1,145
B	17	17-105	15165	Two Bedroom/Two Bath	1,145
B-R	17	17-106	15165	Two Bedroom/Two Bath	1,145
B-R	17	17-203	15165	Two Bedroom/Two Bath	1,145
B	17	17-204	15165	Two Bedroom/Two Bath	1,145
B	17	17-205	15165	Two Bedroom/Two Bath	1,145
B-R	17	17-206	15165	Two Bedroom/Two Bath	1,145
B-R	18	18-106	15175	Two Bedroom/Two Bath	1,145
B-R	18	18-203	15175	Two Bedroom/Two Bath	1,145
B	18	18-204	15175	Two Bedroom/Two Bath	1,145
B	18	18-205	15175	Two Bedroom/Two Bath	1,145
B-R	18	18-206	15175	Two Bedroom/Two Bath	1,145

UNIT TYPE	BUILDING NUMBER	UNIT NUMBER	STREET ADDRESS on MICHELANGELO BLVD	DESCRIPTION	TOTAL SQ. FT. AREA	UNIT COUNT
B1	3	3-104	15025	Two Bedroom/Two Bath	1,153	10
B1	3	3-105	15025	Two Bedroom/Two Bath	1,153	
B1	6	6-104	15055	Two Bedroom/Two Bath	1,153	
B1	6	6-105	15055	Two Bedroom/Two Bath	1,153	
B1	9	9-104	15085	Two Bedroom/Two Bath	1,153	
B1	9	9-105	15085	Two Bedroom/Two Bath	1,153	
B1	13	13-104	15125	Two Bedroom/Two Bath	1,153	
B1	13	13-105	15125	Two Bedroom/Two Bath	1,153	
B1	18	18-104	15175	Two Bedroom/Two Bath	1,153	
B1	18	18-105	15175	Two Bedroom/Two Bath	1,153	

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Total Unit Types

UNIT TYPE	BUILDING NUMBER	UNIT NUMBER	STREET ADDRESS on MICHELANGELO BLVD	DESCRIPTION	TOTAL SQ. FT. AREA	UNIT COUNT
C-R		1-201	15185	Three Bedroom/Two Bath	1,323	36
C		1-202	15185	Three Bedroom/Two Bath	1,323	
C		1-207	15185	Three Bedroom/Two Bath	1,323	
C-R	1	1-208	15185	Three Bedroom/Two Bath	1,323	
C-R	2	2-201	15015	Three Bedroom/Two Bath	1,323	
C	2	2-202	15015	Three Bedroom/Two Bath	1,323	
C	2	2-207	15015	Three Bedroom/Two Bath	1,323	
C-R	2	2-208	15015	Three Bedroom/Two Bath	1,323	
C-R	6	6-201	15055	Three Bedroom/Two Bath	1,323	
C	6	6-202	15055	Three Bedroom/Two Bath	1,323	
C	6	6-207	15055	Three Bedroom/Two Bath	1,323	
C-R	6	6-208	15055	Three Bedroom/Two Bath	1,323	
C-R	9	9-201	15085	Three Bedroom/Two Bath	1,323	
C	9	9-202	15085	Three Bedroom/Two Bath	1,323	
C	9	9-207	15085	Three Bedroom/Two Bath	1,323	
C-R	9	9-208	15085	Three Bedroom/Two Bath	1,323	
C-R	13	13-201	15125	Three Bedroom/Two Bath	1,323	
C	13	13-202	15125	Three Bedroom/Two Bath	1,323	
C	13	13-207	15125	Three Bedroom/Two Bath	1,323	
C-R	13	13-208	15125	Three Bedroom/Two Bath	1,323	
C-R	14	14-201	15135	Three Bedroom/Two Bath	1,323	36
C	14	14-202	15135	Three Bedroom/Two Bath	1,323	
C	14	14-207	15135	Three Bedroom/Two Bath	1,323	
C-R	14	14-208	15135	Three Bedroom/Two Bath	1,323	
C-R	15	15-201	15145	Three Bedroom/Two Bath	1,323	
C	15	15-202	15145	Three Bedroom/Two Bath	1,323	
C	15	15-207	15145	Three Bedroom/Two Bath	1,323	
C-R	15	15-208	15145	Three Bedroom/Two Bath	1,323	
C-R	16	16-201	15155	Three Bedroom/Two Bath	1,323	
C	16	16-202	15155	Three Bedroom/Two Bath	1,323	
C	16	16-207	15155	Three Bedroom/Two Bath	1,323	
C-R	16	16-208	15155	Three Bedroom/Two Bath	1,323	
C-R	17	17-201	15165	Three Bedroom/Two Bath	1,323	
C	17	17-202	15165	Three Bedroom/Two Bath	1,323	
C	17	17-207	15165	Three Bedroom/Two Bath	1,323	
C-R	17	17-208	15165	Three Bedroom/Two Bath	1,323	

UNIT TYPE	BUILDING NUMBER	UNIT NUMBER	STREET ADDRESS on MICHELANGELO BLVD	DESCRIPTION	TOTAL SQ. FT. AREA	UNIT COUNT
C1	1	1-102	15185	Three Bedroom/Two Bath	1,332	18
C1-R	1	1-108	15185	Three Bedroom/Two Bath	1,332	
C1	2	2-102	15015	Three Bedroom/Two Bath	1,332	
C1-R	2	2-108	15015	Three Bedroom/Two Bath	1,332	
C1	6	6-102	15055	Three Bedroom/Two Bath	1,332	
C1-R	6	6-108	15055	Three Bedroom/Two Bath	1,332	
C1	9	9-102	15085	Three Bedroom/Two Bath	1,332	
C1-R	9	9-108	15085	Three Bedroom/Two Bath	1,332	

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Total Unit Types

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C1	13	13-102	15125	Three Bedroom/Two Bath	1,332
C1-R	13	13-108	15125	Three Bedroom/Two Bath	1,332
C1	14	14-102	15135	Three Bedroom/Two Bath	1,332
C1-R	14	14-108	15135	Three Bedroom/Two Bath	1,332
C1	15	15-102	15145	Three Bedroom/Two Bath	1,332
C1-R	15	15-108	15145	Three Bedroom/Two Bath	1,332
C1	16	16-102	15155	Three Bedroom/Two Bath	1,332
C1-R	16	16-108	15155	Three Bedroom/Two Bath	1,332
C1	17	17-102	15165	Three Bedroom/Two Bath	1,332
C1-R	17	17-108	15165	Three Bedroom/Two Bath	1,332

UNIT TYPE	BUILDING NUMBER	UNIT NUMBER	STREET ADDRESS on MICHELANGELO BLVD	DESCRIPTION	TOTAL SQ. FT. AREA	UNIT COUNT
Comm	Clubhouse		15005	Commercial Unit	189	1
Total					303,280	276

Total Building Types

BUILDING NUMBER	BUILDING TYPE	STREET ADDRESS	NUMBER OF UNITS IN EACH BUILDING
1	III	15185 Michelangelo Blvd	18
2	V	15015 Michelangelo Blvd	14
3	Ia	15025 Michelangelo Blvd	13
4	II	15035 Michelangelo Blvd	18
5	I	15045 Michelangelo Blvd	14
6	IVa	15055 Michelangelo Blvd	13
7	II	15065 Michelangelo Blvd	18
8	II	15075 Michelangelo Blvd	18
9	IVa	15085 Michelangelo Blvd	13
10	II	15095 Michelangelo Blvd	18
11	I	15105 Michelangelo Blvd	14
12	I	15115 Michelangelo Blvd	14
13	IVa	15125 Michelangelo Blvd	13
14	III	15135 Michelangelo Blvd	18
15	V	15145 Michelangelo Blvd	14
16	III	15155 Michelangelo Blvd	18
17	IV	15165 Michelangelo Blvd	14
18	Ia	15175 Michelangelo Blvd	13
Clubhouse	Clubhouse	15005 Michelangelo Blvd	1
Total Units			276

End of Unit & Building Types