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DECLARATION OF CONDOMINIUM

OF

WHITEHALL SOUTH

a Condominium

2800 South Ocean Boulevard
Boca Raton, Florida 33432

210.60

PREPARED BY:

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RETURN TO:
COLONIAL TITLE & GUARANTY CORP.
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Will Call

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to

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DECLARATION OF CONDOMINIUM
OF
WHITEHALL SOUTH
A Condominium

2800 South Ocean Boulevard
Boca Raton, Florida 33432

MADE this 12th day of Nov., 1973, by MIDWAY REALTY CORP., a Florida corporation, and REBMA FLORIDA TWO, INC., a Missouri corporation, doing business as WHITEHALL SOUTH, and collectively called Developer, for themselves, their successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

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

1.1 Name and address. The name by which this condominium is to be identified is WHITEHALL SOUTH, a condominium, and its address is 2800 South Ocean Boulevard, Boca Raton, Florida 33432.

1.2 The Land. The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are described in Exhibit A attached hereto and made a part hereof, and are hereinafter referred to as the "Land."

2. Definitions. The terms used in this Declaration and its exhibits shall have the meanings stated in the Condominium Act (Chapter 711, Florida Statutes 1963, as amended), and as follows, unless the context otherwise requires:

2.1 "Apartment" and "Unit" means unit as defined by the Condominium Act.

This instrument prepared by:
Charles F. Radice, Esq.
2601 E. Oakland Park Boulevard
Ft. Lauderdale, Florida

2.2 "Association" means the corporation not-for-profit organized and existing under the laws of the State of Florida for the purpose of operating WHITEHALL SOUTH, and specifically means WHITEHALL SOUTH ASSOCIATION, INC.

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

2.4 "By-Laws" means the By-Laws of the Association.

2.5 "Condominium Documents" means in the aggregate this Declaration, Articles, By-Laws, and all of the instruments and documents referred to therein and executed in connection with WHITEHALL SOUTH.

2.6 "Common Elements" means the portions of the condominium property not included in the apartments, and shall include the tangible personal property required for the maintenance and operation of the condominium, and any land acquired by the Association, even though owned by the Association, as well as the items stated in the Condominium Act.

2.7 "Limited Common Elements" means those portions of the Common Elements which are reserved for the use of a certain Apartment or Apartments to the exclusion of other Apartments.

2.8 "Common Expenses" means expenses for which the Apartment Owners are liable to the Association as defined in the Act and in the Condominium Documents and includes:

a. expenses of administration, insurance, maintenance, operation, repair and betterment of the common elements, and of the portions of apartments to be maintained by the Association, and costs of carrying out the powers and duties of the Association.

b. expenses declared common expenses by provisions of this Declaration or the By-Laws.

c. any valid charge against the condominium property as a whole.

d. any other expenses designated or inferred to be Common Expenses by the Act, by this Declaration, or by the Condominium Documents and any similar expenses designated as Common Expenses from time to time by the Board of Directors of the Association.

2.9 "Condominium Property" means the Land, all improvements thereon, including the Apartments, the Common Elements and Limited Common Elements, and all easements and rights appurtenant thereto which are intended for use in connection with this condominium.

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

2.11 Utility Services as used in the Condominium Act and construed with reference to this Condominium and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, heating, refrigeration, air conditioning and garbage and sewage disposal.

2.12 Approval or Consent. Whenever approval or consent is required of any person or entity, such approval or consent shall not be unreasonably withheld.

2.13 Rules and Regulations means the Rules and Regulations and any amendments thereto respecting the use of the condominium property which have been duly adopted by the Association from time to time.

3. Description of Improvements

3.1 Survey, Plot Plan and Graphic Description of Improvements

a. Annexed hereto and made a part hereof as Exhibits A and B are the survey, site plan and graphic descriptions of all apartments, including their identification numbers, locations and dimensions and the Common Elements and Limited Common Elements. Together with this Declaration, said exhibits are in sufficient detail to identify each of said apartments and the Common Elements and Limited Common Elements, their relative locations and approximate dimensions. The legend and notes contained therein are incorporated herein and made a part hereof by reference.

b. Where more than one typical apartment has been acquired by the same owner and combined into a single dwelling place, the typical apartment plans may not reflect the interior plans of the combined apartments, but the exterior boundaries of the combined apartments remain the same. Notwithstanding that apartments may be combined, combined apartments shall exist as separate apartments as described in the Declaration for the purposes of the Declaration, Articles of Incorporation of the Association and the By-Laws.

c. Elevator lobbies. The elevator lobbies adjoining the entrances of apartments are for the exclusive use of the owners of such apartments; provided that when an elevator is not in service, the lobbies of operating elevators will be subject to use by apartment owners who are without elevator service.

d. Storage space. The common elements include storage lockers, as graphically shown on Exhibit B. One of such storage lockers will be assigned to the exclusive use of each apartment owner.

e. Air conditioning and heating units. The air conditioning and heating units for each apartment shall be appurtenant to and be a part of the apartment being served, but such units are located in the elevator lobby adjacent to each apartment and also serve to air condition said elevator lobby. There is appurtenant to each apartment the exclusive right to use the space occupied by such units for the location and operation of air conditioning and heating units.

3.2 Identification of Units, Tower Buildings and Apartments

This condominium presently includes two Tower Buildings designated TOWER NORTH and TOWER SOUTH respectively on the graphic description of improvements attached hereto as part of Exhibit B. TOWER NORTH contains 128 apartments including the Manager's apartment, and TOWER SOUTH contains 127 apartments. Each apartment is described and located on Exhibit B.

3.3 Garage Parking Spaces - Within five years from the date of the recording of this Declaration of Condominium, the Developer shall have the right to assign particular parking spaces in the Limited Common Elements to particular Apartment Units, which assignments shall be made by instrument in writing. Such assignments may be made for such sales price or other consideration as may be determined by Developer, and the proceeds, if any, of such sale and assignment of individual parking spaces shall be the sole property of Developer. This assignment shall be made by a document separate from the deed of conveyance of an Apartment Unit. Said assignments shall not be recorded in the Public Records of Palm Beach County, Florida.

Upon such assignment of such parking space in the Limited Common *Elements to an Apartment Unit,the owners of such Apartment Unit* shall have the exclusive right to the use thereof without separate charge therefor by the Association, although nothing herein contained shall be construed as relieving such owner from any portion of any assessment for common expense made against his Apartment Unit, as hereinafter provided, it being the intention hereof that the cost of maintenance and administration of Limited Common Elements shall be included as part of the common expense applicable to all Apartment Units for purposes of assessment. Upon such assignment, the exclusive right of the owner of the Apartment Unit to which such assignment is made shall become an appurtenance to said Apartment Unit, and upon the conveyance of or passing of title to the Apartment Unit to which such assignment is made, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the Common Elements appurtenant to such Apartment Unit. No conveyance, assignment, transfer or conveyance of title in any manner whatsoever to any exclusive right to use a parking space constituting Limited Common Elements may be made or accomplished separately from the conveyance, or passing of title to the Apartment Unit to which it is appurtenant, except that such exclusive right may be separately assigned, transferred or conveyed to the Association or to another Apartment Unit owner as an appurtenance to an Apartment Unit located in the Condominium. If an owner shall own more than one Apartment Unit and one or more garage parking spaces, the assignments of such parking spaces shall indicate the Apartment Unit of which each parking space is a part.

Whenever the Association shall become the owner of the exclusive right to use any parking space constituting Limited Common Elements, the acquisition of which such exclusive right shall be by written instrument, such exclusive right may be thereafter by written instrument transferred by the Association to any Apartment Unit with the same force and effect as if originally assigned thereto by the Developer. However, while the Association shall be the owner of the exclusive right to use any parking space constituting Limited Common Elements, the same shall be treated by the Association just as though said parking space constituted a part of the Common Elements instead of the Limited Common Elements.

In the event that Developer shall not have transferred the exclusive right to use all parking spaces constituting Limited Common Elements to particular Apartment Units at the expiration of five years from the date of recordation of this Declaration of Condominium, then the right of the Developer to make such assignment shall cease and terminate with respect to the exclusive right to use any then unassigned parking spaces constituting Limited Common Elements and the rights previously vested in the Developer as to said unassigned parking spaces constituting Limited Common Elements shall pass unto and be vested in the Association just as though the Developer had assigned same to particular Apartment Units, from which Apartment Units same had been transferred to the Association.

3.4 Amendment of Plans.

a. Alteration of Unit Plans. The interior plan of a unit may be changed by its owner, and the boundaries between units may be changed by the owners of the units affected. No apartment may be subdivided. No change shall be made of balconies. No change in the boundaries of units shall encroach upon the boundaries of the common elements. Boundary walls must be equal in equality of design and construction to the existing boundary walls. Any changes in the boundaries of units shall be effected in accordance with plans prepared by an architect licensed to practice in this state, which plans shall be first filed with the Association. Any change which is made within a unit or in its boundaries shall also observe the requirements of the section concerning Maintenance, Alteration and Improvement. The Developer reserves the right to make changes within units during construction of the building so long as such changes do not change the size of the units.

b. Amendment of Declaration. A change in the boundaries between units shall be set forth in an amendment of this Declaration. Plans of the apartments concerned showing the apartments after the change in boundaries and prepared by an architect licensed to practice in this state shall be attached to the amendment as exhibits, together with the certificate of an architect or engineer required by the Condominium Act. The amendment shall apportion between the units concerned the shares in the common elements appurtenant to such units, the apportionment to be in accordance with the totals of the floor areas of the units before and after the change in boundaries. Such an amendment shall be signed and acknowledged by the owners of the units concerned; and if developer is not such an owner, the amendment shall be also approved by the Board of Directors of the Association and signed and acknowledged by the Association. Such an amendment shall also be signed and acknowledged by all lienors and mortgagees of the units concerned; but it need not be approved or signed by other unit owners, whether or not elsewhere required for an amendment.

3.5 Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, such easements through an apartment shall be only according to the plans and specifications for the apartment building, or as the building is constructed, unless approved in writing by the apartment owner.

3.6 Unit Boundaries. Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to, and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon; and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structure and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness or abut a column, the plane of the centerline of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their centerlines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

3.7 Common Elements. The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to the manager's apartment, the corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas. The Association shall have the power to determine the use to be made of the common elements from time to time, provided that no such use shall discriminate against an apartment owner. The Association may establish reasonable charges to be paid to the Association for the use of common areas not otherwise inconsistent with other provisions of the Declaration of Condominium, the Articles of Incorporation or the By-Laws.

4. Appurtenances to apartments. Each apartment shall have as an appurtenance thereto an undivided share in the Condominium property, Common Elements and Common Surplus according to the "Schedule of Shares" attached hereto as Exhibit F.

4.1 Liability for Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses. Such share shall be in the same percentage of the undivided share in common elements appurtenant to his apartment, as set forth in Exhibit F of the Declaration.

5. Maintenance, Alteration and Improvement.

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

5.1 Apartments.

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

(1) All boundary walls of an apartment, except interior surfaces, and all portions of an apartment contributing to the support of the apartment building, which portions to be maintained shall include but not be limited to the outside walls of the apartment building and all fixtures on its exterior, boundary walls of apartments, floor and ceiling slabs, load-bearing columns and load-bearing walls;

(2) Balconies.

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

(4) All incidental damages caused to an apartment by such work shall be repaired promptly at the expense of the Association.

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

(1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.

(2) The portions of a unit to be maintained, repaired and replaced by the unit owner at his expense shall include but not be limited to the following items: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, whether or not such items are built-in equipment; interior fixtures such as

electrical and plumbing fixtures; floor coverings except the floor slab; inside paint and other inside wall finishes. Mechanical equipment and the installation of such equipment shall be such that its operation will not cause annoyance to the occupants of other units.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building. The balconies adjoining the apartments shall be considered to be included in this restriction.

(4) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

c. Alteration and Improvement. Except as elsewhere reserved to Developer, neither an apartment owner nor the Association shall make any alteration in the portions of an apartment that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all apartments in which such work is to be done and the approval of the board of directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

5.2 Common Elements.

a. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense. The Association shall also maintain all areas leased to it for recreational or other purposes whether the same are condominium units or are contiguous to the condominium property or not or whether Association retains said lease in its own name or subleases undivided percentages to the apartment owners in the condominium.

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

c. Land acquired by the Association may be added to the land submitted to condominium hereby. This may be done by an amendment of this Declaration that includes the description of the acquired land and submits the said land to condominium under the terms of this Declaration. The amendment shall be executed by the Association and adopted by the apartment owners in the manner elsewhere required. Such an amendment, when recorded in the Public Records of Palm Beach County, Florida, shall divest the Association of title to the land and shall state that it conveys all interest of the Association to and vests the title in the apartment owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the Common Elements appurtenant to the apartment units owned by them.

d. Any land acquired by the Association that is not incorporated into the land by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the record owners of not less than 75% of the Common Elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of such land.

e. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

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

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

6.2 Interest; Application of Payments. Assessments and installments on such assessments paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of 10% per annum, or at such rate of interest as may be set by the Board of Directors of the Association from time to time, from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

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

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

7. Association. The operation of the condominium shall be by Whitehall South Condominium Association, Inc., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

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

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

7.3 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 apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

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

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

7.6 Voting Rights of Apartment Owners. The owner or owners, collectively, of the fee simple title of record of each Apartment shall be entitled to one vote per Apartment as to the matters requiring a vote by owners as provided by this Declaration, the Condominium Documents, the By-Laws, and the Condominium Act.

7.7 Roster of unit owners and mortgagees.

a. Unit owners. The Association shall maintain a roster of unit owners from the evidence of change of ownership furnished to the Association, which roster shall include the mailing addresses of unit owners which shall be furnished by them from time to time.

b. Mortgagees. The Association shall maintain a roster which shall contain the name and address of each owner and holder of a mortgage upon a unit in the condominium of which notice is given to the Association. Such notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee, which term when used in this Declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a certified copy of a recorded release, or satisfaction of the mortgage. Notice of such removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

8. Insurance. The insurance other than title insurance which shall be carried on the condominium property and the property of the unit owners shall be governed by the following provisions:

8.1 Purchase; named insured.

a. Purchase. All insurance policies upon 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. The insurance agency and insurance company shall be subject to approval by the bank, savings and loan association or insurance company which, according to the roster of mortgagees, at the time for approval is the owner and holder of the oldest unsatisfied mortgage upon an apartment in the condominium held by such an institution. Such approval may be obtained by directing to the mortgagee having the right of approval a request in writing for approval or disapproval within ten days after the receipt of the request; and if a response from the mortgagee is not received within such ten-day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

c. Named insured. The named insured shall be the Association individually and as agent for the unit owners without naming them, and shall include the mortgagees of units which are listed in the roster of mortgagees. Such policies shall provide that payments for losses thereunder by the insuror shall be paid to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

d. Copies to Mortgagees. One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee included in the mortgagee roster. Such copies shall be furnished not less than ten days prior to the beginning of the term of the policy or not less than ten days prior to the expiration of each preceding policy which is being renewed or replaced, whichever date shall first occur.

8.2 Coverage.

a. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs and all personal property included in the common elements shall be insured for its value, all as determined annually by the board of directors of the Association, but subject to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such coverage shall afford protection against:

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

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

The policies shall state whether the following items are included within the coverage in order that unit owners may insure themselves if the items are not insured by the Association; air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, whether or not such items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; inside paint and other inside wall finishes.

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

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

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

8.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against that owner. Not less than ten days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

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

a. Unit Owners. An undivided share for each unit owner, such share being the same as the undivided share in the Common Elements appurteant to his unit.

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

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

a. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefore.

b. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, 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 damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them.

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

8.6 Association as Agent. The Association is irrevocably appointed agent 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.

8.7 Benefit of Mortgagees. The provisions in this paragraph 8 entitled "Insurance", which are for the benefit of mortgagees of condominium parcels, are deemed to be covenants for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

9. Reconstruction or Repair after casualty; Eminent Domain

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

a. Lesser damage. If units to which 50% of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed or repaired.

b. Major damage. If units to which more than 50% of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(1) Immediately after the casualty the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(2) Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all unit owners of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated

amount of assessments required to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. Such *notice shall call a meeting of unit owners to be held within 30 days* from the mailing of such notice. If the reconstruction and repair is approved at such meeting by the owners of 75% of the common elements, the damaged property will be reconstructed or repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided. Such approval may be expressed by vote or in writing filed with the Association at or prior to the meeting. Any expense incurred by the Association to make such determination to reconstruct or repair shall be assessed against all unit owners in proportion to their shares in the Common Elements.

c. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association and by the owners of not less than 75% of the Common Elements, including the owners of all units the plans for which are to be altered, which approvals shall not be unreasonably withheld.

9.3 Responsibility. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property.

9.4 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during such reconstruction and repair, or upon completion of such reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the owners' shares in the Common Elements.

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

a. Association. If the estimated cost of reconstruction and repair for which the Association is responsible is more than $10,000.00, the sums paid upon assessments to defray such costs shall be deposited

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by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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

(1) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair by the Association is less than $10,000.00, the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, such funds shall be disbursed in the manner hereafter provided for the construction and repair of major damage if the damaged property includes structural parts of the building, or if requested by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund.

(2) Association - major damage. If the amount of the estimated costs of reconstruction and repair by the Association is more than $10,000.00, the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

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

(4) 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 of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund and in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

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

(i) When the report describing the loss, which shall be required by the Insurance Trustee from the Association, shows that the damage to property includes structural parts of the building.

(ii) Upon request of the Association or request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund.

(iii) When the report of loss made by the Association to the Insurance Trustee shows that the estimated costs of construction and repair are in excess of $10,000.00.

9.6 Eminent Domain. The taking of a portion of a unit or of the Common Elements by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special assessment shall be made against a defaulting unit owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such owner. The proceeds of the awards shall be distributed or used in the manner heretofore provided for insurance proceeds except that when the condominium is not to be terminated and one or more units are taken in part, the taking shall have the following effects:

a. Unit reduced but tenantable. If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, 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 effected in the condominium:

(1) The unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit.

(2) The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit included in the mortgagee roster, the remittance being payable jointly to the owner and mortgagees.

(3) If there is a balance of the award distributed to the unit owner or mortgagees, the share in the common elements appurtenant to the unit shall be equitably reduced. This shall be done by reducing such share in the proportion by which the floor area of the unit is reduced by the taking, and then recomputing the shares of all unit owners in the Common Elements as percentages of the total of their shares as reduced by the taking.

b. Unit made untenantable. If the taking destroys or so reduces the size of a unit that it cannot be made tenantable, 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 effected in the condominium:

(1) The market value of such a unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit included in the mortgagee roster, the remittance being payable jointly to the owner and mortgagees.

(2) The remaining portion of such unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the unit owners in the manner approved by the Board of Directors; provided, if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(3) The shares in the Common Elements appurtenant to the units which continue as a part of the condominium shall be equitably adjusted to distribute the ownership of the Common Elements among the reduced number of owners. This shall be done by recomputing the shares of such continuing owners in the Common Elements as percentages of the total of the shares of such owners as they exist prior to the adjustment.

(4) If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the owner and to condition 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 assessments against all of the unit owners who will continue as owners of units after the changes in the condominium effected by the taking. Such assessments shall be made in proportion to the shares of such owners in the Common Elements after the changes effected by the taking.

c. 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 apartment included in the mortgagee roster and the Association within 30 days after notice by either party, such values shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbritrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all unit owners in proportion to the shares of the owners in the Common Elements as they exist prior to the changes effected by the taking.

d. Amendment of Declaration. The changes in units, in the Common Elements and in the ownership of the Common Elements which are effected by eminent domain shall be evidenced by an amendment of Declaration of Condominium which need be approved only by a majority of all Directors of the Association.

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

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

10.2 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartment by the occupants.

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

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

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

10.6 Signs. No signs shall be displayed from an apartment or on common property except such signs as shall have advance written approval by the Developer or the Association.

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

10.8 Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas without charge as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

10.9 Management Agreement. The Board of Directors of the Association has entered into a Management Agreement with a corporation owned or controlled by the Developer for the purpose of providing for the services, labor, work and materials necessary for the maintenance and repair of the Condominium Property, the collection of assessments and common expenses and such other services as are set forth in said Management Agreement, and for assisting the Board in carrying out the obligations of the Association contemplated by the Condominium Documents. The fee to be paid to the Management Company under the terms of the Management Agreement is part of the common expenses of this condominium. The Management Agreement is subject to the Condominium Act insofar as its termination is concerned.

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

11.1 Transfer Subject to Approval.

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

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

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

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

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

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

a. Notice to Association.

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

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

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

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

(5) Costs. The owner who is required to give notice to the Association of a transfer of an apartment shall pay a reasonable fee to the Association in an amount determined by the regulations to cover the costs incident to the determination of approval. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid; and if the notice is not given, the fee shall be assessed against the unit owner liable for the payment.

b. Certificate of Approval.

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

(2) Lease. If the proposed transaction is a lease, then within thirty days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form, which at the election of the Association, shall be delivered to the lessee or shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the lessee.

(3) Gift, devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, not approved by the Association then within thirty days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the apartment owner and shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the apartment owner.

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

11.3 Disapproval by the Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed of in the following manner:

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

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

(2) The purchase price shall be paid in cash or upon terms approved by the seller.

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

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

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

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

c. Gifts; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms·

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

(2) The purchase price shall be paid in cash or upon terms approved by the seller.

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

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

(5) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the apartment owner.

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

11.5 Exceptions.

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

b. So long as the Developer shall own any Apartment whether by reacquisition or otherwise, the Developer shall have the absolute right to lease, sell or mortgage any such Apartment to any person, firm or corporation, upon any terms and conditions as it shall deem to be in its own best interests, and as to the lease, sale or mortgage of any apartment by the Developer, the rights of notice and consent herein granted to the Association shall not be operative or effective in any manner. This provision of the Declaration may not be suspended or superseded by any amendment unless consented thereto, in writing, by the Developer.

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

12. Compliance and default. Each apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, By-Laws and Regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. Failure of an apartment owner to comply therewith shall entitle the Association or other Apartment owners to the following relief in addition to the remedies provided by the Condominium Act.

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

12.2 Costs and attorneys' fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws or the Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

12.3 No waiver of rights. The failure of the Association or any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws or the Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

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

13.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

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

a. not less than seventy-five per cent (75%) of the votes of the entire membership of the Board of Directors and by not less than seventy-five per cent (75%) of the votes of the entire membership of the Association; or

b. Not less than eighty per cent (80%) of the votes of the entire membership of the Association;

c. until the first election of directors, only by all of the directors, provided the amendment does not increase the number of apartments nor alter the boundaries of the Common Elements.

13.3 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected shall consent; and no amendment shall change any apartment nor decrease the share in the Common Elements appurtenant to it, nor increase the owner's share of the common expense, unless the record owner of the apartment and all record owners of liens thereon shall join in the execution of the amendment. Neither shall an amendment make any *change in the section entitled* "*Insurance*," *nor in the section entitled* "Reconstruction or Repair After Casualty," nor in Paragraph 11.5 entitled "Exceptions," nor in this "Proviso" paragraph 13.3, unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

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

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

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

14.2 Agreement. The condominium may be terminated by the approval in writing of all of the record owners of the apartments therein, and by all record owners of mortgages thereon. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the Common Elements, and of the record owners of all mortgages upon the apartments, are obtained in writing not later than thirty days from the date of such meeting, then the approving owners shall have an option to buy all of the apartments of the other owners for the period ending on the sixtieth day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option; and if the option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

a. Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of the units to be purchased the following instruments:

(1) A certificate executed by the President and Secretary of the Association certifying that the option to purchase units owned by owners not approving termination has been exercised as to all of such units. Such certificate shall state the names of the unit owners exercising the option, the units owned by them and the units being purchased by each of them.

(2) An agreement to purchase upon the terms herein stated the unit of the owner receiving the notice, which agreement shall be signed by the purchasing unit owner.

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

c. Payment. The purchase price shall be paid in cash, or upon terms approved by the seller and the Association.

d. Closing. The sale shall be closed within ten days following the determination of the sale price.

e. Termination. The closing of the purchase of all the units subject to such option shall effect a termination of the condominium without further act except the filing of the certificate hereafter required.

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

14.4 Shares of owners after termination. After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be the same as the undivided shares in the Common Elements appurtenant to the owners' units prior to the termination.

14.5 Amendment. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon apartments.

15. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions thereof.

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

Signed, sealed and delivered
in the presence of:

Helene M. Whalen

Linda P. Yucis

MIDWAY REALTY CORP.,
a Florida corporation

By: Arthur Rader
Pres.

Attest: George Ciampi
Secretary
(corporate seal)

Darlene R. Ullom

Pamela J. Edwards

REBMA FLORIDA TWO, INC.,
a Missouri corporation

By: David Brady
2nd Vice Pres.

Attest: Robert L. Meeker
Asst. Secty.
(corporate seal)

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

PERSONALLY APPEARED before me, the undersigned authority, Arthur Radice and A. George Ciampi as President and Secretary, respectively, of MIDWAY REALTY CORP., a Florida corporation, and they acknowledged to and before me that they executed the foregoing Declaration of Condominium as such officers of said corporation, and that they affixed the official seal of said corporation thereto and the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of November, 1973.

Helene M.
Notary Public

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC. 17, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF

COUNTY OF

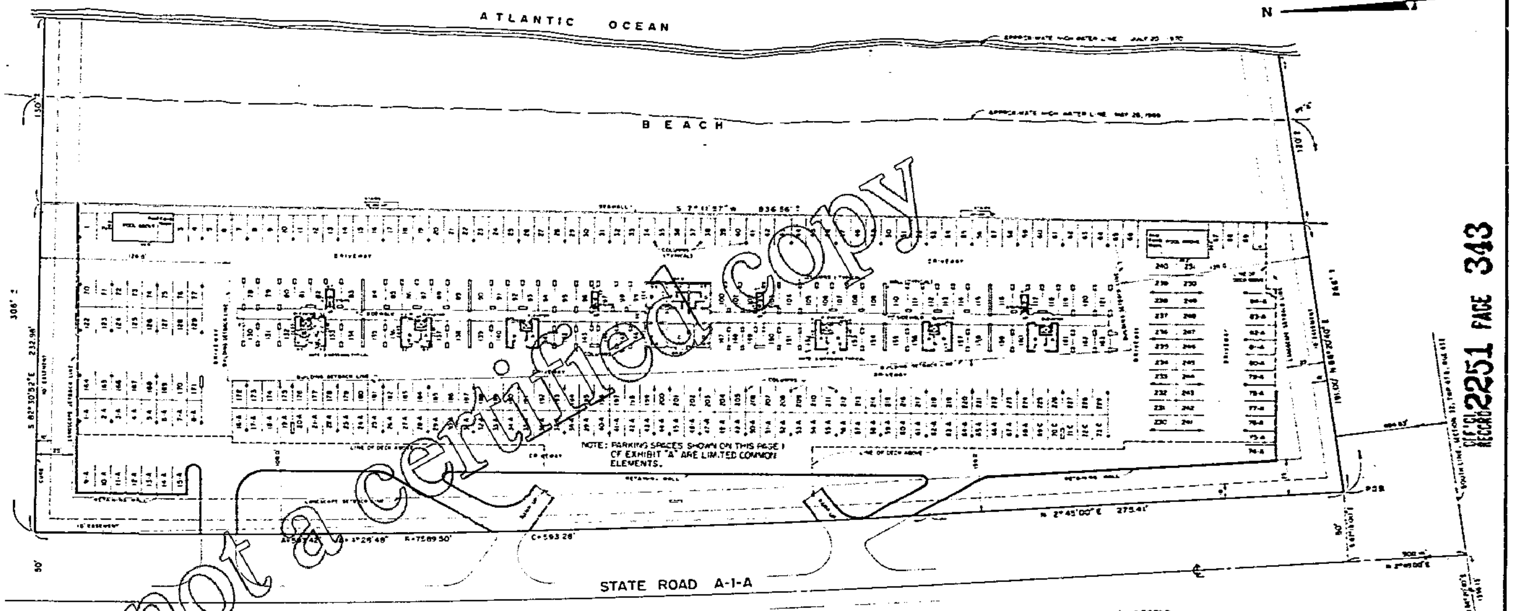
PERSONALLY APPEARED before me, the undersigned authority, Barrett Brady and Robert L. Meeker as Second Vice President and Assistant Secretary respectively, of REBMA FLORIDA TWO, INC., a Florida corporation, and they acknowledged to and before me that they executed the foregoing Declaration of Condominium as such officers of said corporation and they affixed the official seal of the said corporation thereto, and the foregoing instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of November, 1973.

Marsha Glynn
Notary Public, State of

My commission expires: March 26, 1977

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



LEGEND
A STORAGE ROOM
B TRASH ROOM
C TRANSFORMER VAULT
D MECHANICAL EQUIPMENT ROOM
E SWITCH GEAR ROOM
F WOMEN EMPLOYEES
G MEN EMPLOYEES

SOUTH QUARTER CORNER, SEC 32

EXHIBIT "A"

PAGE 1

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE

LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A, thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in, feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE:

This certificate made this 14th day of November 1973 by [illegible] engineering and surveying firm made pursuant to the [illegible] Section 711.08(1)(e) of the 1963 Florida Statutes and is a certification that the condominium apartments [illegible] survey and graphic descriptions and other material in connection therewith, together with the wording of said Declaration of Condominium is a correct representation thereof, and that there can be determined therefrom the identification, location, dimensions and size of common elements, and of each apartment unit of WHITEHALL SOUTH, a condominium located in Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO.

By ______________________
James M. McLaughlin
Registered Land Surveyor No. 2011
State of Florida

LAND SURVEY-SITE PLAN

WHITEHALL SOUTH, a condominium
2800 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO.
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

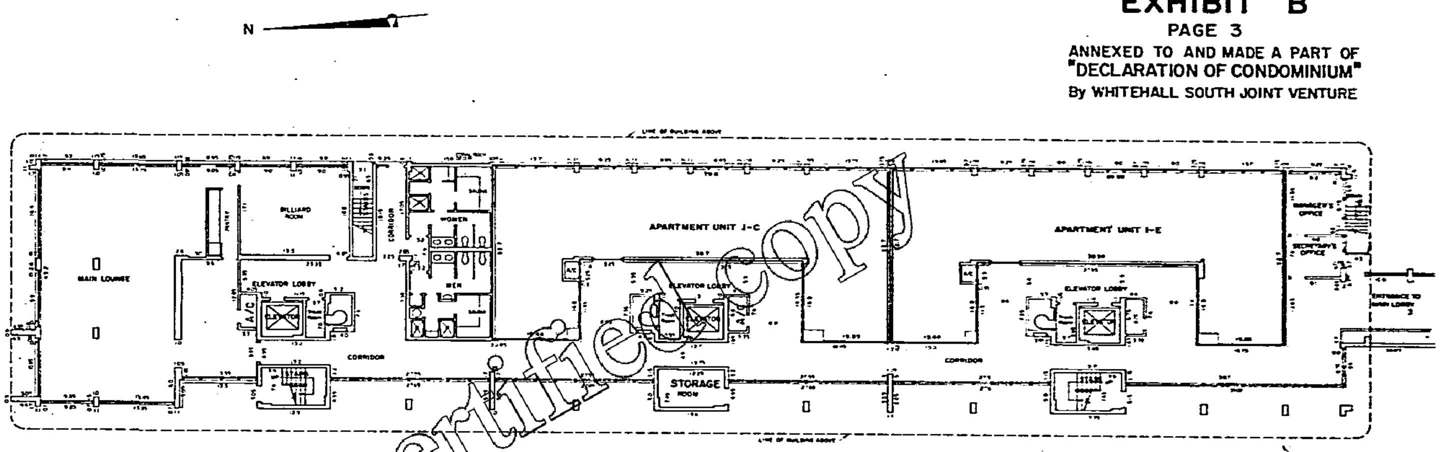
DRAWN R.L.B	DATE 11-14-73	SCALE 1" = 30'
CHECKED [illegible]	JOB NO [illegible]	DWG NO C.E. [illegible]

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

EXHIBIT "B"

PAGE 3

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1856.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point; thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.93 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in, feet of the upper and lower boundaries of apartment units are based on U S C & G S (Mean Sea Level) datum.

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Lobby floor includes two apartment units having the following elevations:
Upper Limits of Apartment Unit 26.67
Lower Limits of Apartment Unit 15.68

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE

[illegible] of the 1963 Florida Statutes [illegible] WHITEHALL SOUTH, a condominium located in Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO
By
James R. McLaughlin
Registered Land Surveyor No. [illegible]
State of Florida

RECREATION DECK NORTH TOWER, INTERIOR PLAN

WHITEHALL SOUTH, a condominium
2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

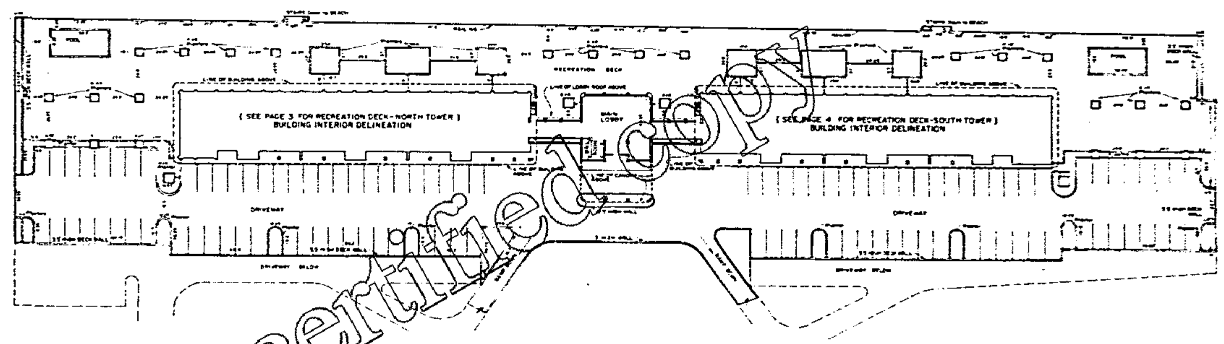
DRAWN R.L.B.	DATE 11-14-73	SCALE 1" = 8'
CHECKED D.F.B.	JOB NO J-590	DWG NO C.E. 91-46

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

EXHIBIT "B"

PAGE 2

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE


N
POOL
RECREATION DECK
LINE OF BUILDING ABOVE
LINE OF LOBBY ROOF ABOVE
MAIN LOBBY
(SEE PAGE 3 FOR RECREATION DECK - NORTH TOWER)
BUILDING INTERIOR DELINEATION
(SEE PAGE 4 FOR RECREATION DECK - SOUTH TOWER)
BUILDING INTERIOR DELINEATION
DRIVEWAY
DRIVEWAY BELOW
STAIRS DOWN TO BEACH

OFF'CL RECORD 2251 PAGE 345

LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40"E., a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00"E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point; thence with a bearing of S 87°15'00"E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40"E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean; thence from the POINT OF BEGINNING with a bearing of N 2°45'00"E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point; thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52"E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R. Menner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE:

This certificate, made [illegible] engineering and surveying [illegible] Section 711.08 (1)(e) of [illegible] Florida Statutes [illegible] that the condominium [illegible] attached [illegible] descriptions and other [illegible] wording of said Declaration of Condominium [illegible] thereof, and [illegible] can be determined [illegible] location, dimensions and size of common elements, and of each apartment unit of WHITEHALL SOUTH, a condominium [illegible] Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO

By [illegible]
[illegible] McLaughlin
Registered Land Surveyor
State of Florida

RECREATION DECK PLAN

WHITEHALL SOUTH, a condominium

2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for

WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

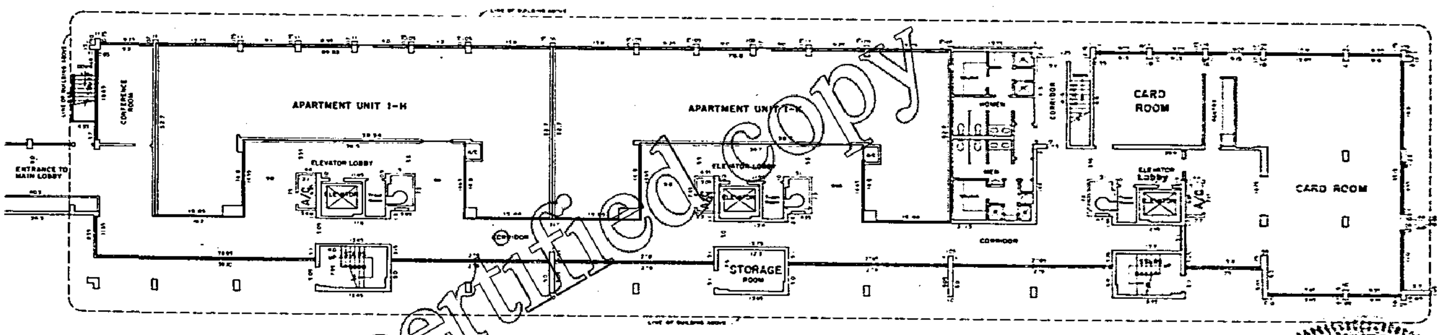
DRAWN R.L.B.	DATE: 11-16-73	SCALE: 1" = 30'
CHECKED C.P.B.	JOB NO. J-5913	DWG NO. CE 91-46

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

EXHIBIT "B"

PAGE 4

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1366.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING, thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 856 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Lobby floor includes two apartment units having the following elevations:
Upper Limits of Apartment Unit 26.64
Lower Limits of Apartment Unit 15.71

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE:

This cert[illegible] engineering [illegible] Section [illegible] that the [illegible] description [illegible] wording [illegible] Declaration of Condominium [illegible] thereof, [illegible] location, [illegible] ment unit [illegible] WHITEHALL SOUTH, a condominium [illegible] Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO.

RECREATION DECK SOUTH TOWER, INTERIOR PLAN

WHITEHALL SOUTH, a condominium
2800 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

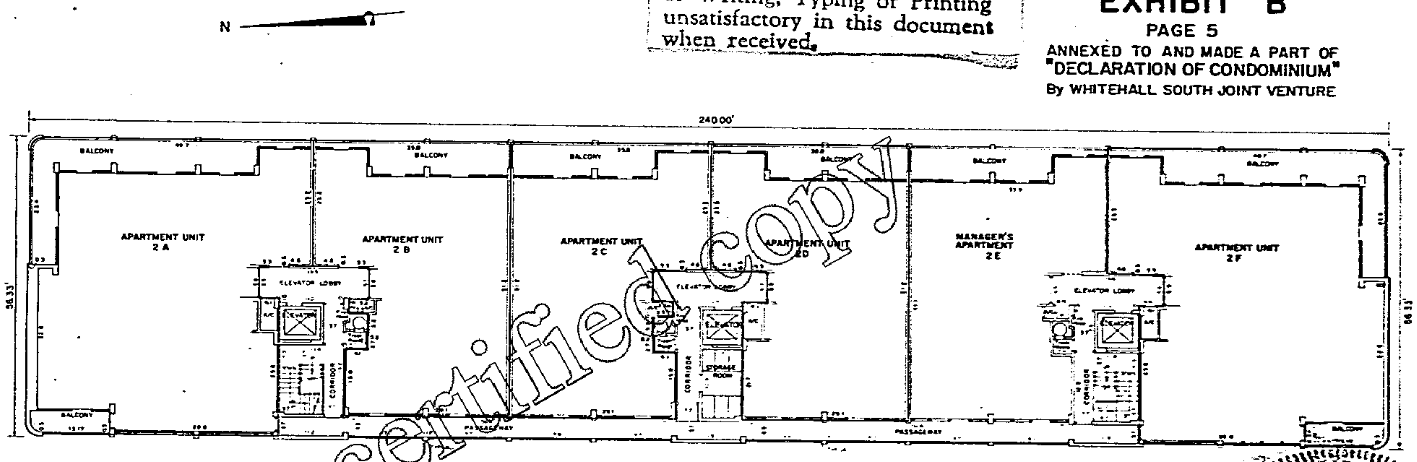
DRAWN [illegible]	DATE 11-16-73	SCALE [illegible]
CHECKED DFB	JOB NO J-7910	DWG NO CE 91-46

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

EXHIBIT "B"

PAGE 5

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION:

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A, thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING, thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

Heavy line indicates boundary limits of apartment units. Dimensions shown as ##.#

Dimensions for common elements shown as #.#

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

Second floor includes five apartment units having the following elevations:
Upper Limits of Apartment Unit: 35.20
Lower Limits of Apartment Unit: 26.67

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE:

This certificate [illegible] Section 711.08 [illegible] Florida Statutes [illegible] that the condominium documents [illegible] description [illegible] wording of said Declaration of Condominium [illegible] thereof [illegible] location, dimensions and size of common elements [illegible] WHITEHALL SOUTH, a Condominium [illegible] Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO

By [illegible] McLaughlin
Registered Land Surveyor No. [illegible]
State of Florida

SECOND FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium

2800 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for

WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

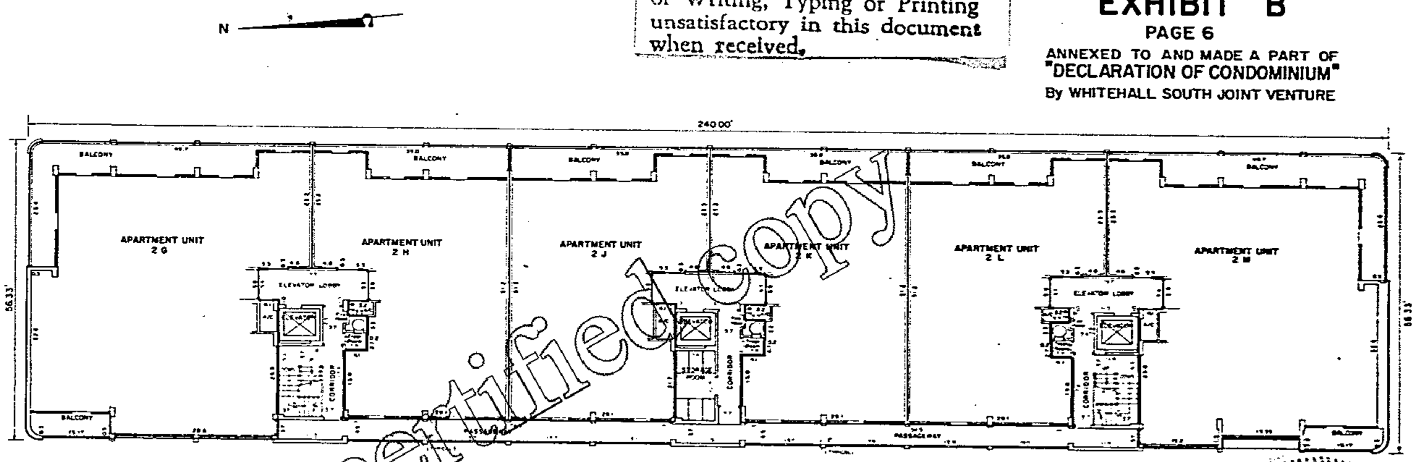
DRAWN P.L.B	DATE 11-19-73	SCALE 1" = 8'
CHECKED D.F.B	JOB NO J-591C	DWG NO CE 91-46

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

EXHIBIT "B"

PAGE 6

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1536.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as ±±.

Dimensions for common elements shown as ±.

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Second floor includes six apartment units having the following elevations:

Upper Limits of Apartment Unit 35.22
Lower Limits of Apartment Unit 26.64

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE:

This certificate, [illegible] engineering and surveying [illegible] Section 711 [illegible] the 1973 Florida Statutes [illegible] that the [illegible] descriptions [illegible] wording [illegible] Condominium [illegible] thereof, and [illegible] be determined therefrom [illegible] location, [illegible] and size of common elements, [illegible] WHITEHALL SOUTH, a condominium [illegible] Beach County, State of Florida.

McLAUGHLIN ENGINEERING Co

By [illegible] McLaughlin
Registered Land Surveyor No. 2021
State of Florida

SECOND FLOOR SOUTH TOWER PLAN

WHITEHALL SOUTH, a condominium

2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for

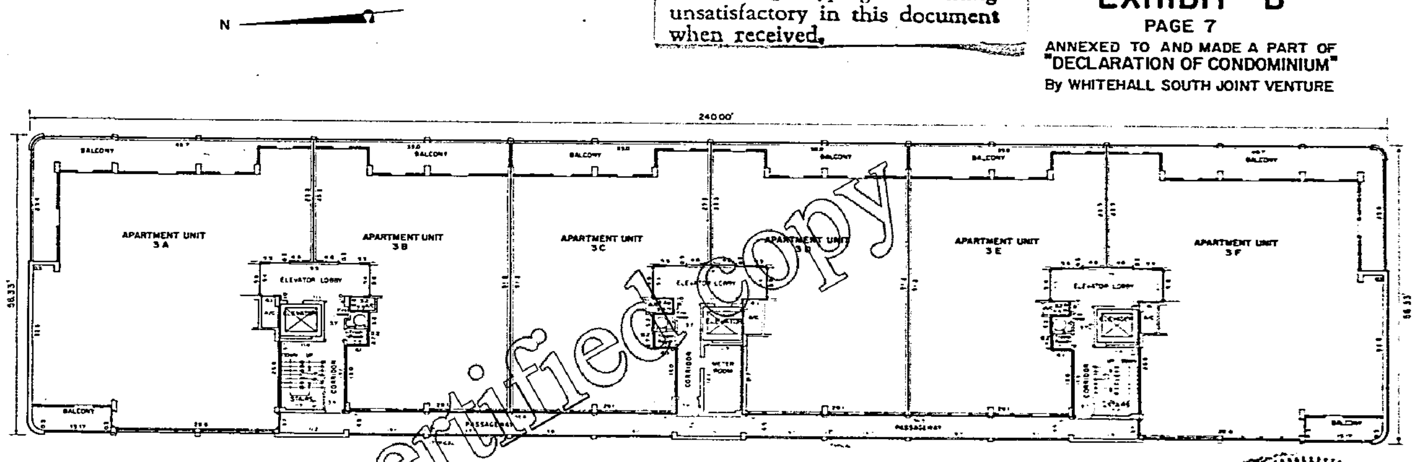
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN R.L.B.	DATE 11-16-73	SCALE 1" = 8'
CHECKED D.F.B.	JOB NO. 2-990	DWG NO. CE 91-46

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

EXHIBIT "B"
PAGE 7
ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING, thence with a bearing of N 88°20'40" E., along a line lying 499.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 886 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A I A, entitled "WHITEHALL SOUTH", Project No 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U S C & G S (Mean Sea Level datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as are

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall

Third floor includes six apartment units having the following elevations
Upper Limits of Apartment Unit: 43.82
Lower Limits of Apartment Unit: 35.20

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units

CERTIFICATE

This [illegible] the undersigned [illegible] provisions of Section [illegible] 1963 Florida Statutes [illegible] that the Condominium [illegible] the [illegible] descriptions [illegible] Declaration of Condominium is a correct representation thereof, and that [illegible] location, dimensions [illegible] of common elements [illegible] WHITEHALL SOUTH, a condominium [illegible] Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO

By [illegible]

[illegible] State of Florida

THIRD FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium
2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN W L B	DATE 11-14-73	SCALE [illegible]
CHECKED C F B	JOB NO [illegible]	DWG NO CE [illegible]

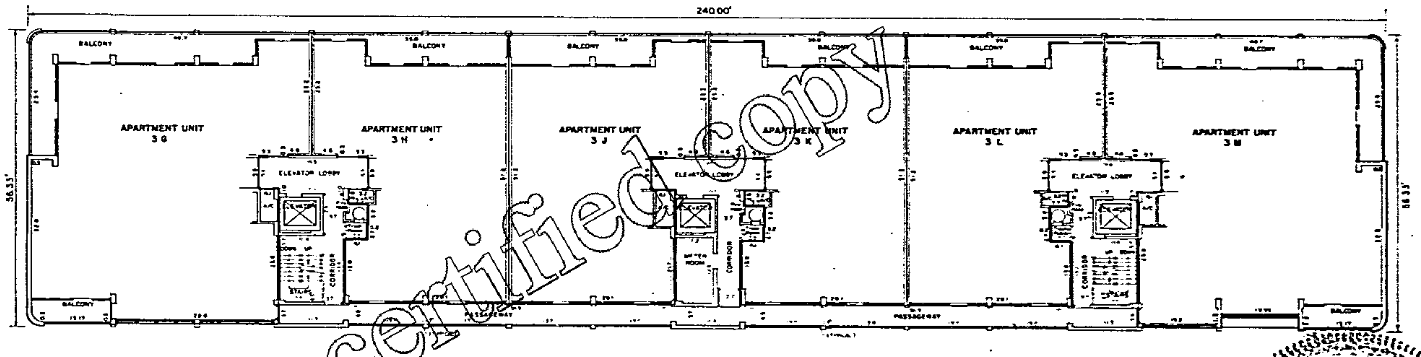
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT "B"

PAGE 8

ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM"

By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E, a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E, along the centerline of State Road A-1-A, a distance of 500.14 feet to a point; thence with a bearing of S 87°15'00" E, a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E, along a line lying 494.85 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E, a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R. Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum

heavy line indicates boundary limits of apartment units. Dimensions shown as the

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary – the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony

(2) Lower boundary – the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony

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

(1) Exterior building walls – the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon

(2) Interior building walls – the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall

Third floor includes six apartment units having the following elevations:

Upper Limits of Apartment Unit: 43.76

Lower Limits of Apartment Unit: 35.22

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE:

This certificate [illegible] engineering and surveying [illegible] to the provisions of Section 711.08 (1)(e) [illegible] and is a certificate that the condominium [illegible] the existing survey and plot plan descriptions and [illegible] wording of said Declaration of Condominium is a correct [illegible] thereof, and that [illegible] location, dimensions [illegible] elements, and of each apartment unit of WHITEHALL SOUTH, a condominium located in Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO

[illegible] McLaughlin

Registered Land Surveyor No. [illegible]

THIRD FLOOR SOUTH TOWER PLAN

WHITEHALL SOUTH, a condominium

2800 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for

WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

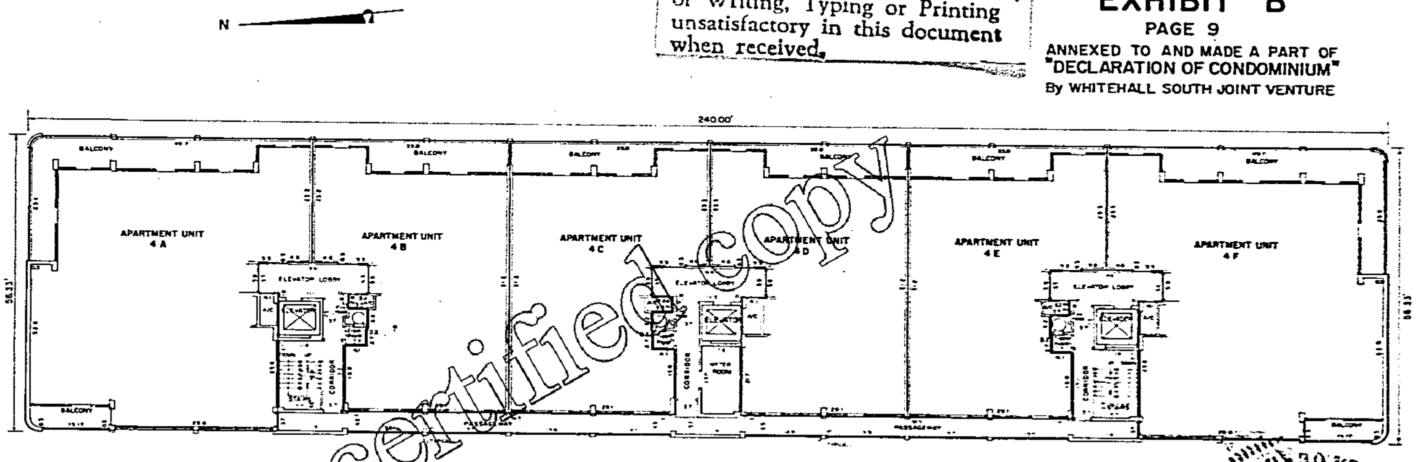
DRAWN: RLB	DATE: 11-6-73	SCALE: 1" = 8'
CHECKED: CFB	JOB NO: J-9940	DWG NO: CE 9-46

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

EXHIBIT "B"

PAGE 9

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A, thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S. 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

Heavy line indicates boundary limits of apartment units. Dimensions shown as are

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their centerlines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Fourth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit 52.32
Lower Limits of Apartment Unit 43.82

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

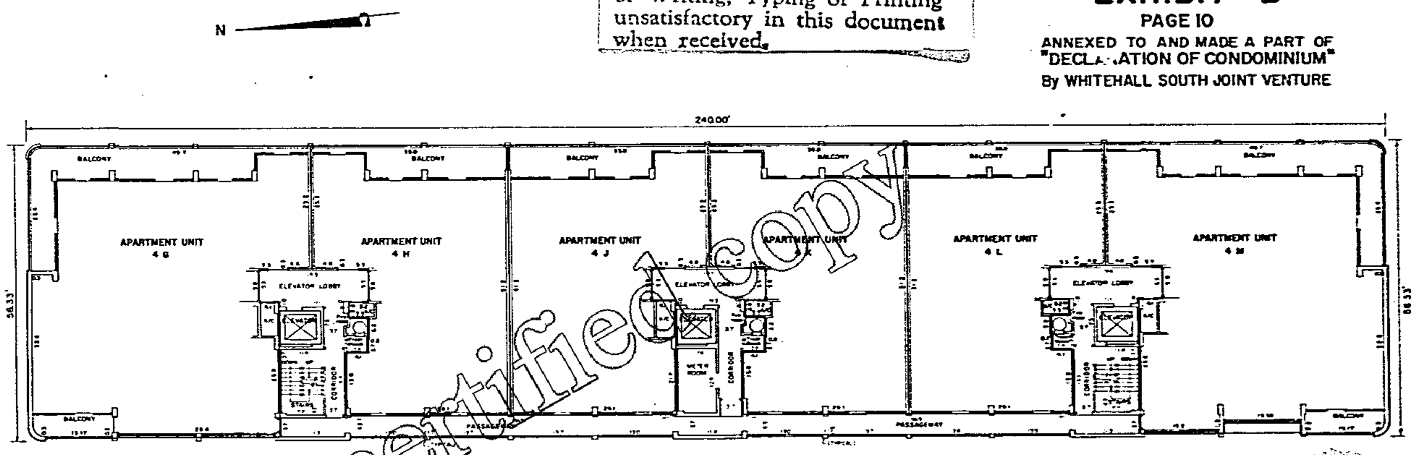
FOURTH FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium
2800 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN RLB	DATE 11-16-73	SCALE 1" = 8'
CHECKED DFB	JOB NO J-29C	DWG NO CE 91-46

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

EXHIBIT "B"
PAGE 10
ANNEXED TO AND MADE A PART OF
"DECLA.ATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



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Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point; thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

——— heavy line indicates boundary limits of apartment units. Dimensions shown as ---

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

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Fourth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 52.28
Lower Limits of Apartment Unit: 43.76

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE:

This certificate, made this [illegible] 1973 by the undersigned engineering and surveying firm [illegible] to the provisions of Section 711.08 (1)(e) of [illegible] [illegible] certification that the condominium [illegible] descriptions and [illegible] wording of said Declaration of Condominium is a correct [illegible] thereof, and that [illegible] location, dimensions and size of common elements and of each apartment unit of WHITEHALL SOUTH, a condominium located in Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO
By
[illegible] McLaughlin
Registered Land Surveyor No. [illegible]
State of Florida

FOURTH FLOOR
SOUTH TOWER PLAN
WHITEHALL SOUTH, a condominium
2800 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN: F.L.B.	DATE: 11-14-73	SCALE: 1" = [illegible]
CHECKED: D.F.B.	JOB NO: J-590	DWG NO: C.E. [illegible]

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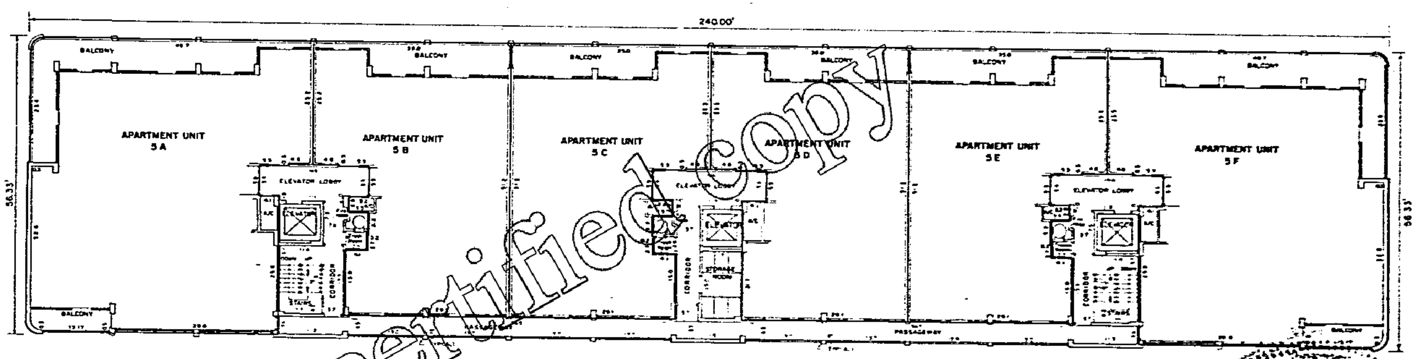
EXHIBIT "B"

PAGE 11

ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1556.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point; thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean; thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 856 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A I A, entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U S C & G S (Mean Sea Level) datum.

Heavy line indicates boundary limits of apartment units. Dimensions shown as are

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Fifth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit 60.85
Lower Limits of Apartment Unit 52.32

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE

This certificate is made [illegible] engineering and surveying firm is made pursuant to the requirements of Section [illegible] of [illegible] Florida Statutes and [illegible] that the [illegible] [illegible] Beach County [illegible]

McLAUGHLIN ENGINEERING CO.

Erskine McLaughlin
Registered Land Surveyor No. [illegible]

FIFTH FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium

2800 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for

WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

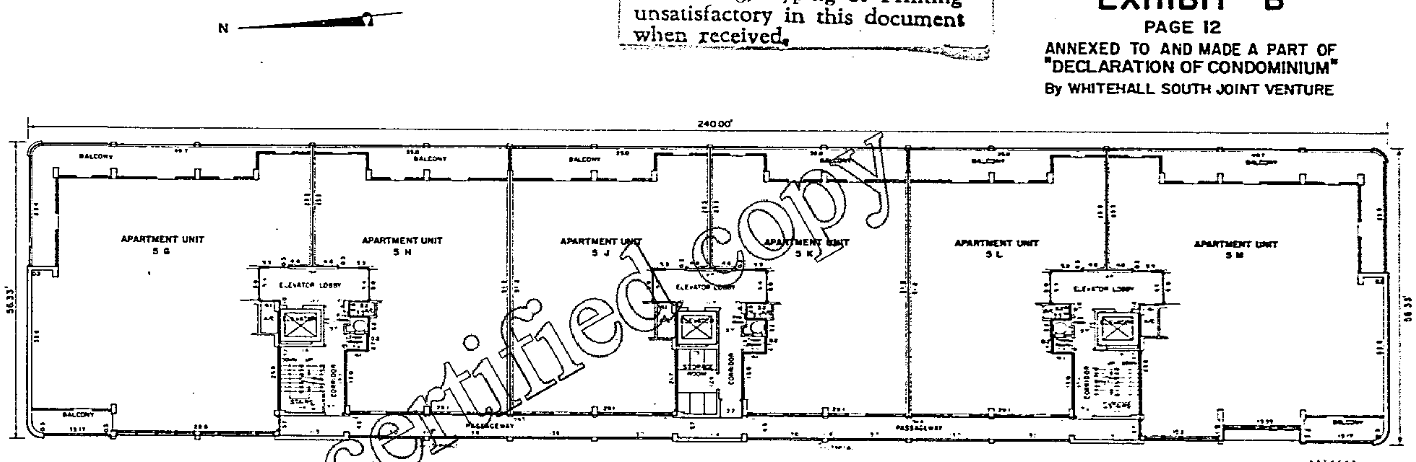
DRAWN R L B	DATE 11-16-73	SCALE 1" = [illegible]
CHECKED E F B	JOB NO [illegible]	DWG NO C E [illegible]

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

EXHIBIT "B"

PAGE 12

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N. 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point; thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.65 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 636 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A I A, entitled "WHITEHALL SOUTH", Project No 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973

Elevations, in feet of the upper and lower boundaries of apartment units are based on U S C & G S (Mean Sea Level) datum

Heavy line indicates boundary limits of apartment units. Dimensions shown as [illegible]

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall

Fifth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit 60.89
Lower Limits of Apartment Unit: 52.28

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units

CERTIFICATE:

This certificate [illegible] engineering and [illegible] Section 711.08 [illegible] that the condominium [illegible] description [illegible] wording of [illegible] Declaration of Condominium [illegible] thereof, [illegible] location, [illegible] the size of common elements [illegible] ment and of WHITEHALL SOUTH, a condominium [illegible] Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING

[illegible] McLaughlin
Registered Land Surveyor
State of Florida

FIFTH FLOOR
SOUTH TOWER PLAN
WHITEHALL SOUTH, a condominium
2800 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN [illegible]	DATE 11-16-73	SCALE [illegible]
CHECKED DFB	JOB NO [illegible]	DWG NO [illegible]

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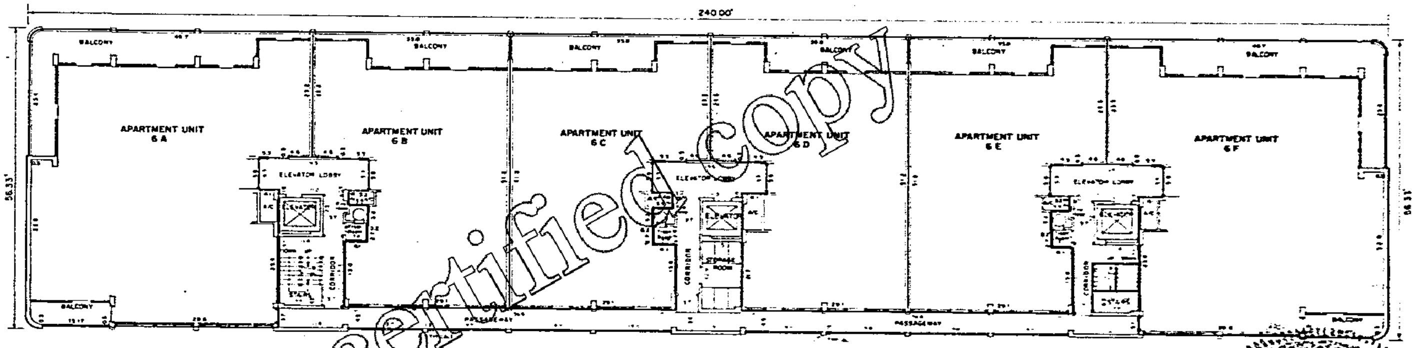
EXHIBIT "B"

PAGE 13

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE

N



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A, thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S. 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R. Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

Heavy line indicates boundary limits of apartment units. Dimensions shown as see

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Sixth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit 69.36
Lower Limits of Apartment Unit 60.85

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE

[illegible] WHITEHALL SOUTH, a condominium, [illegible] State of Florida.

McLAUGHLIN ENGINEERING CO
James M. McLaughlin
Registered Land Surveyor

SIXTH FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium

2800 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN [illegible] DATE [illegible] SCALE [illegible]
CHECKED DFB JOB NO [illegible] DWG NO [illegible]

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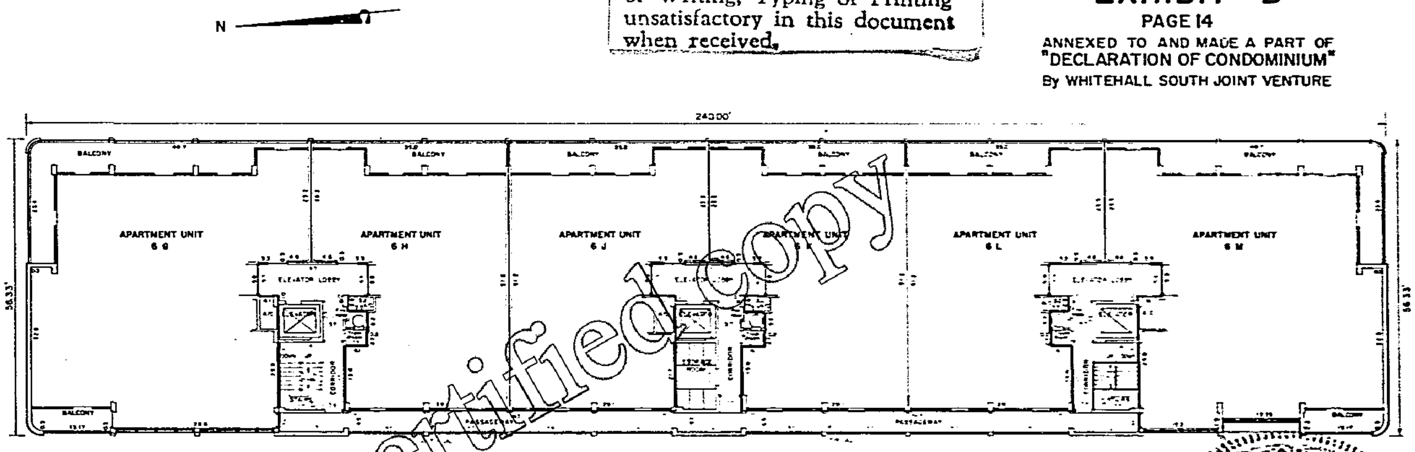
EXHIBIT "B"

PAGE 14

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E, a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E, along the centerline of State Road A-1-A, a distance of 500.14 feet to a point; thence with a bearing of S 87°15'00" E, a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E, along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E, along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point, thence with a bearing of S 82°30'52" E, a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C.&G.S. (Mean Sea Level) datum.

——— heavy line indicates boundary limits of apartment units. Dimensions shown as 25.0

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their centerlines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Sixth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit 69.3'
Lower Limits of Apartment Unit 60.99

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, [illegible]

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE

[illegible] of WHITEHALL SOUTH, a condominium located in Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO

Registered Land Surveyor No.
State of Florida

SIXTH FLOOR
SOUTH TOWER PLAN

WHITEHALL SOUTH, a condominium
2600 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

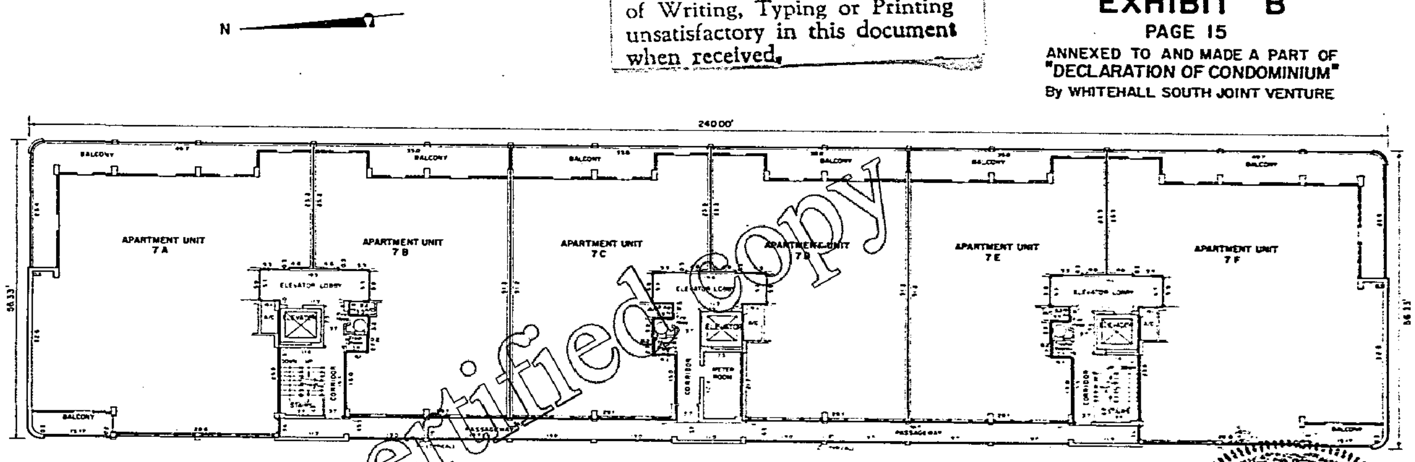
DRAWN [illegible] | DATE 11-14-73 | SCALE [illegible]
CHECKED [illegible] | JOB NO. [illegible] | DWG. NO. [illegible]

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

EXHIBIT "B"

PAGE 15

ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM" By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E, a distance of 1356.18 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A, thence with a bearing of N 2°45'00" E, along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E, a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING, thence with a bearing of N 88°20'40" E, along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E, along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E, a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) Datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as see

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall

Seventh floor includes six apartment units having the following elevations
Upper Limits of Apartment Unit: 77.91
Lower Limits of Apartment Unit: 69.36

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE

[illegible]

McLAUGHLIN ENGINEERING CO

SEVENTH FLOOR NORTH TOWER PLAN

WHITEHALL SOUTH, a condominium
2800 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 NE 3rd AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN RLB	DATE 11-16-73	SCALE 1" = 8'
CHECKED DFB	JOB NO 2-5910	DWG NO CE 91-46

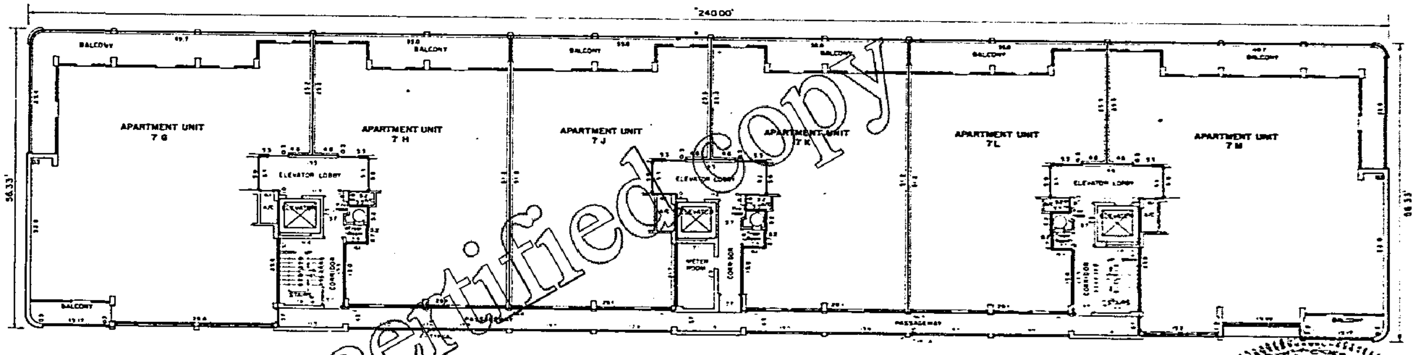
RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT "B"

PAGE 16

ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM"

By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.15 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S. 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E. along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 856 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in, feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as ss.s

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the center line of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Seventh floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit 77.93
Lower Limits of Apartment Unit 69.37

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE

[illegible] Declaration of Condominium [illegible] WHITEHALL SOUTH [illegible] Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO

James W McLaughlin
Registered Land Surveyor No. [illegible]
State of Florida

SEVENTH FLOOR
SOUTH TOWER PLAN
WHITEHALL SOUTH, a condominium

2800 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for

WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 NE 3rd AVENUE
FORT LAUDERDALE, FLORIDA

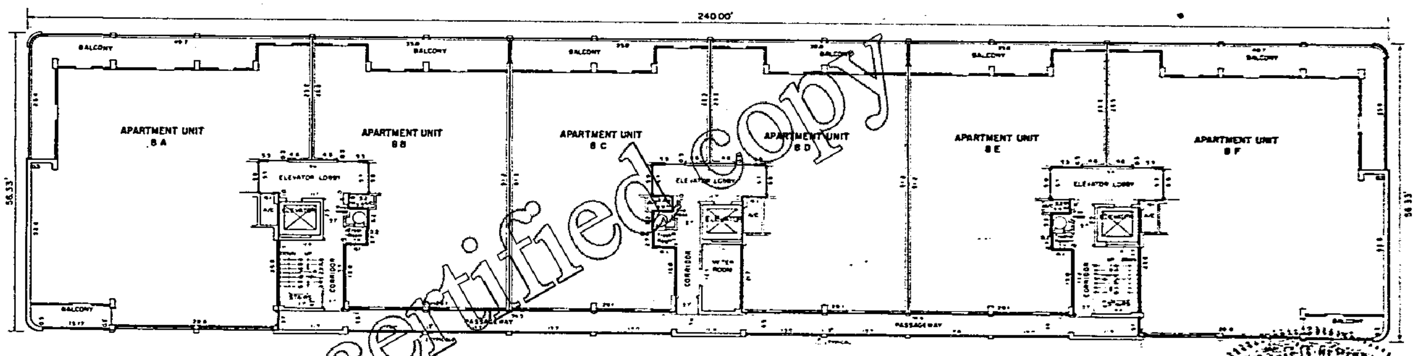
DRAWN R.L.B	DATE 11-14-73	SCALE 1" = 8'
CHECKED D.F.B	JOB NO 3-29-D	DWG NO CE 91-46

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

EXHIBIT "B"

PAGE 17

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1366.15 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A, thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING, thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean; thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C.&G.S. (Mean Sea Level) datum.

Heavy line indicates boundary limits of apartment units. Dimensions shown as 00.0

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Eighth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 86.47
Lower Limits of Apartment Unit: 77.91

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the managers apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE:

[illegible]

McLAUGHLIN ENGINEERING CO.

[illegible] McLaughlin
Registered Land Surveyor No. [illegible]
State of Florida

EIGHTH FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium

2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO.
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

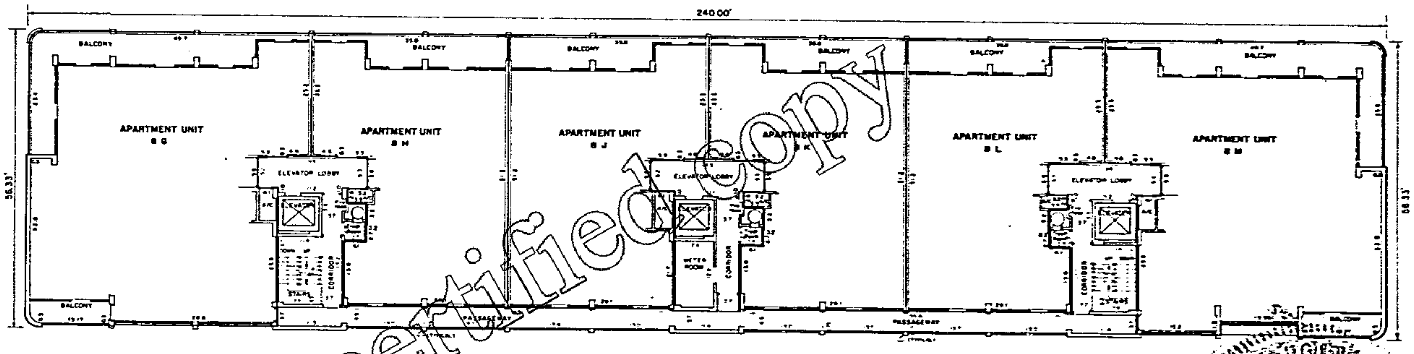
DRAWN R.L.B.	DATE 11-16-73	SCALE 1" = 8'
CHECKED D.F.B.	JOB NO. J-5910	DWG NO. C.E. 91-46

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

EXHIBIT "B"

PAGE 18

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.18 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING, thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 820 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

——— heavy line indicates boundary limits of apartment units. Dimensions shown as ±±

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Eighth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 86.50
Lower Limits of Apartment Unit: 77.93

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE

[illegible]

McLAUGHLIN ENGINEERING CO.

[illegible]

EIGHTH FLOOR
SOUTH TOWER PLAN
WHITEHALL SOUTH, a condominium
2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

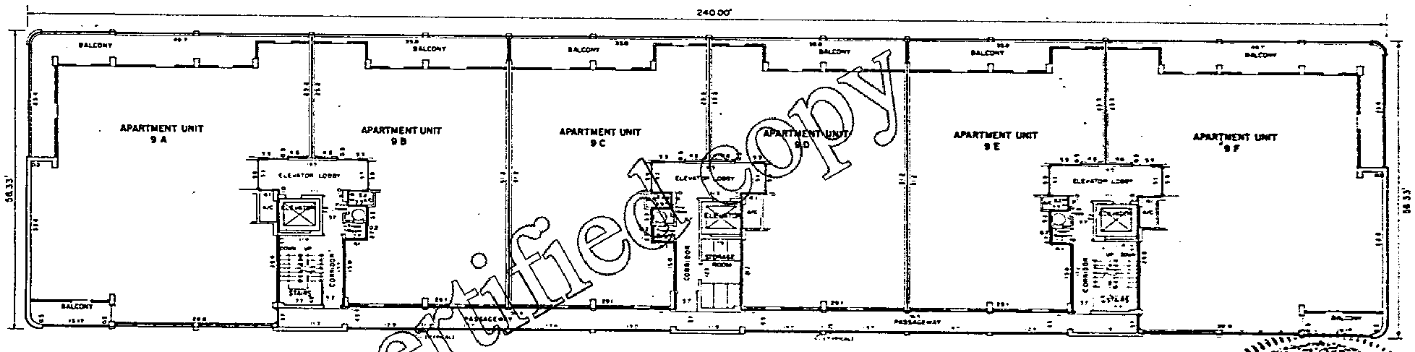
DRAWN R.L.B.	DATE: 11-16-73	SCALE: 1" = 8'
CHECKED D.F.B.	JOB NO. J-5910	DWG NO. C.E. 91-46

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

EXHIBIT "B"

PAGE 19 .

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A, thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15' 00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in, feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as ±

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Ninth floor includes six apartment units having the following elevations
Upper Limits of Apartment Unit 94.96
Lower Limits of Apartment Unit 86.47

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units

CERTIFICATE

The [illegible] engineering [illegible] Section [illegible] that [illegible] description [illegible] the [illegible] location [illegible] ment unit of WHITEHALL SOUTH, a condominium [illegible] Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO

James M McLaughlin
Registered Land Surveyor
State of Florida

NINTH FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium
2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

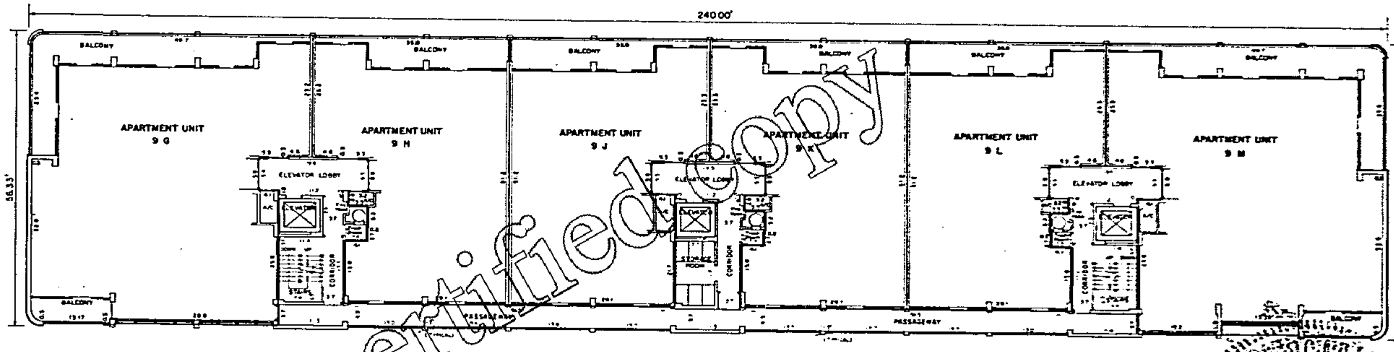
DRAWN [illegible]	DATE 11-16-73	SCALE [illegible]
CHECKED [illegible]	JOB NO [illegible]	DWG NO [illegible]

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

EXHIBIT "B"

PAGE 20

ANNEXED TO AND MADE A PART OF "DECLARATION OF CONDOMINIUM" By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.10 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15' 00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.93 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as see

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the center line of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Ninth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 95.00
Lower Limits of Apartment Unit: 86.50

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE

This certificate, made [illegible] 1973 [illegible] engineering and surveying firm is made pursuant to the provisions of Section [illegible] of the 1963 Florida Statutes [illegible] that [illegible] descriptions and other [illegible] wording of said Declaration of Condominium is a correct [illegible] thereof, and that [illegible] location, [illegible] of common elements, and of each apartment [illegible] WHITEHALL SOUTH, a condominium located in Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO.

James M. McLaughlin
Registered Land Surveyor No. [illegible]
State of Florida

NINTH FLOOR
SOUTH TOWER PLAN
WHITEHALL SOUTH, a condominium

2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

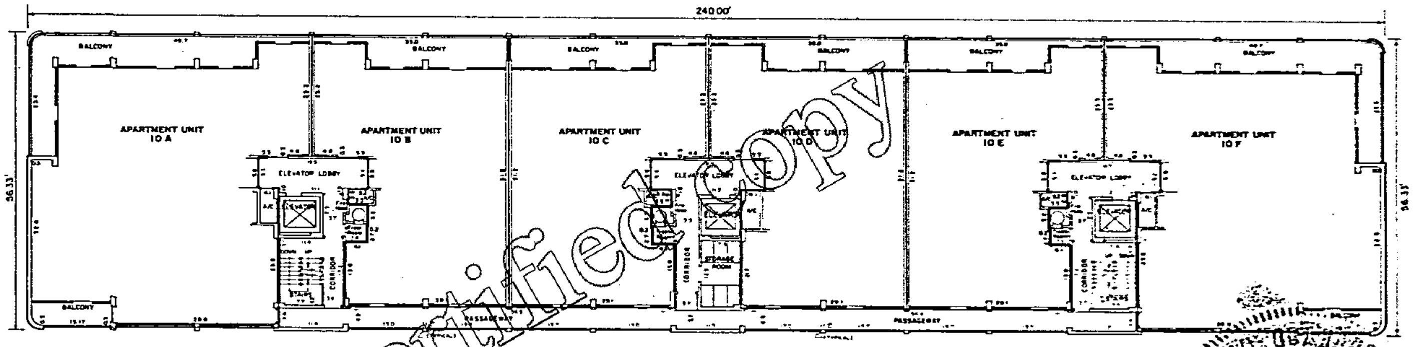
DRAWN R.L.B.	DATE 11-14-73	SCALE 1" = 8'
CHECKED D.F.B.	JOB NO. J-990	DWG NO. C E 9-46

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

EXHIBIT "B"

PAGE 21

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Menner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C.&G.S. (Mean Sea Level) datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as [illegible]

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Tenth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 103.48
Lower Limits of Apartment Unit: 94.96

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE

[illegible] WHITEHALL SOUTH, a condominium located in Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO.

TENTH FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium

2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

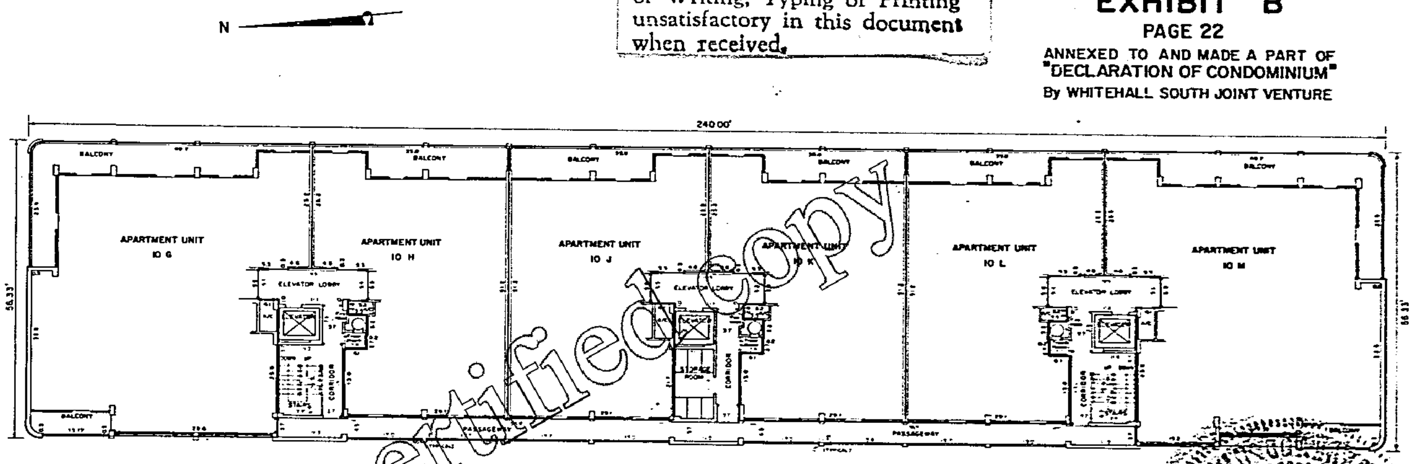
DRAWN R.L.B.	DATE 11-14-73	SCALE 1" = [illegible]
CHECKED D.F.B.	JOB NO. J-99 D	DWG NO. C E 91-46

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

EXHIBIT "B"

PAGE 22

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A, thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING, thence with a bearing of N 88°20'40" E., along a line lying 494.93 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Menner, A I A, entitled "WHITEHALL SOUTH", Project No 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U S C & G S (Mean Sea Level) datum.

——— heavy line indicates boundary limits of apartment units. Dimensions shown as 22.0

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Tenth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 103.51
Lower Limits of Apartment Unit: 95.00

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE:

McLAUGHLIN ENGINEERING CO

TENTH FLOOR
SOUTH TOWER PLAN
WHITEHALL SOUTH, a condominium

2930 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for

WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N E 3rd AVENUE
FORT LAUDERDALE, FLORIDA

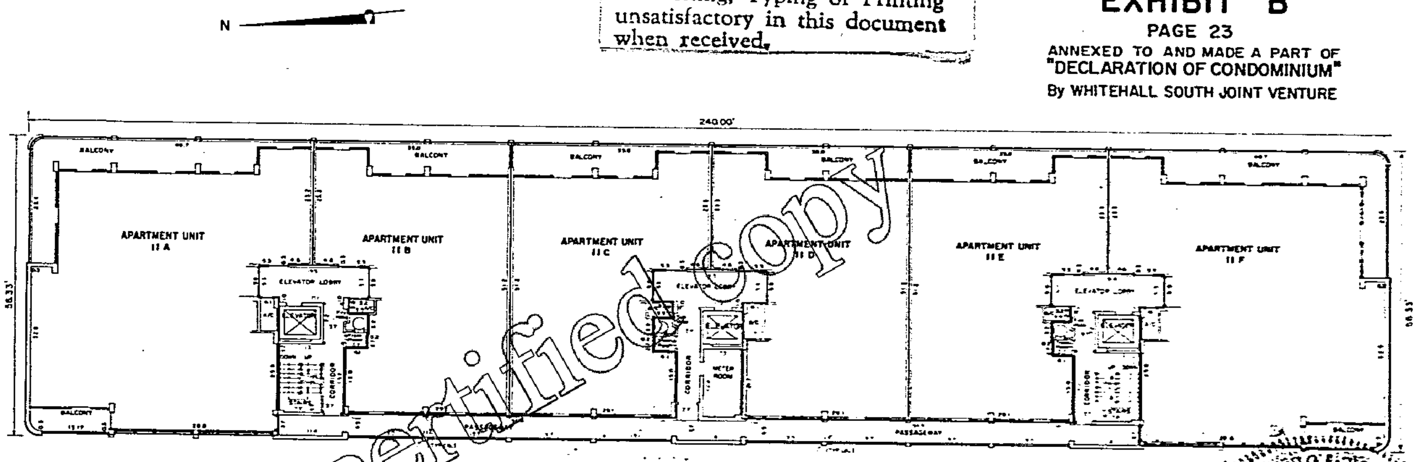
DRAWN R L B	DATE 11-16-73	SCALE 1" = 8'
CHECKED D F B	JOB NO J-590	DWG NO C E 51-46

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

EXHIBIT "B"

PAGE 23

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.83 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A, thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING, thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point, thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R. Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

——— heavy line indicates boundary limits of apartment units. Dimensions shown as are

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Eleventh floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit 112.10
Lower Limits of Apartment Unit 103.48

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE

[illegible]

McLAUGHLIN ENGINEERING CO.

ELEVENTH FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium

2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for

WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO.
400 NE 3rd AVENUE
FORT LAUDERDALE, FLORIDA

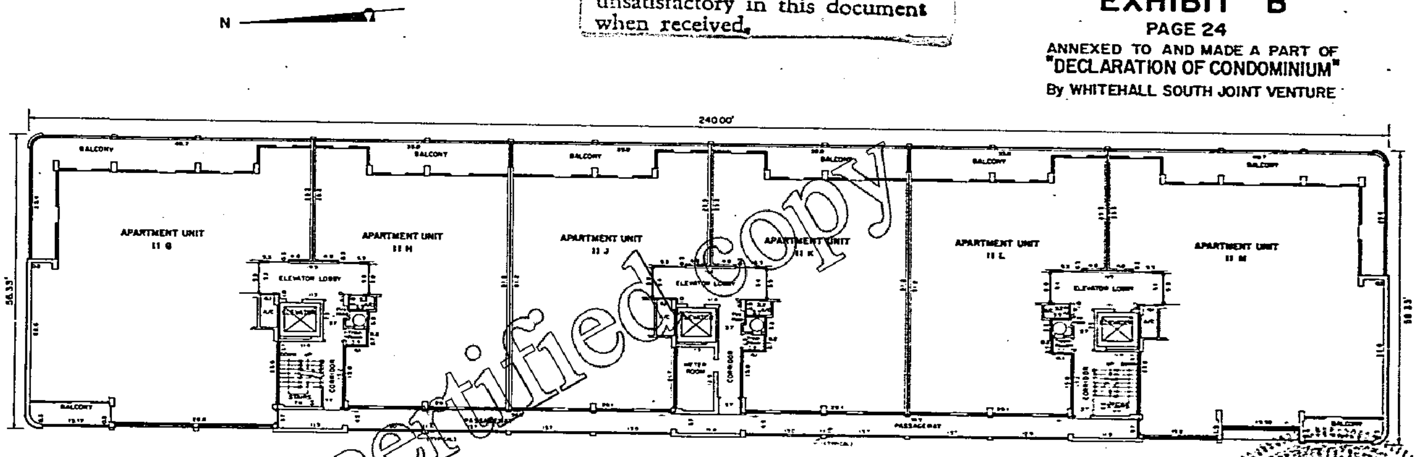
DRAWN R.L.B.	DATE [illegible]-73	SCALE [illegible]
CHECKED C.F.B.	JOB NO. [illegible]	DWG NO. CE [illegible]

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

EXHIBIT "B"

PAGE 24

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1856.15 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S.87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N.2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S.82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R. Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as are

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Eleventh floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 112.07
Lower Limits of Apartment Unit: 103.51

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE:

This certificate is made this day of [illegible] 1973, by [illegible] engineer and surveyor, [illegible] made pursuant to the provisions of Section 711.[illegible] of the 1963 Florida Statutes and [illegible] that the [illegible] document with the attached survey and plot plan descriptions and other material in connection therewith, together with the wording of said Declaration of Condominium is a correct representation thereof, [illegible] can be determined therefrom the identification, location, dimensions and size of common elements, and of each apartment unit of WHITEHALL SOUTH, a condominium located in Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO

McLaughlin, Jr.
Engineer and Surveyor
State of Florida

ELEVENTH FLOOR
SOUTH TOWER PLAN

WHITEHALL SOUTH, a condominium
2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

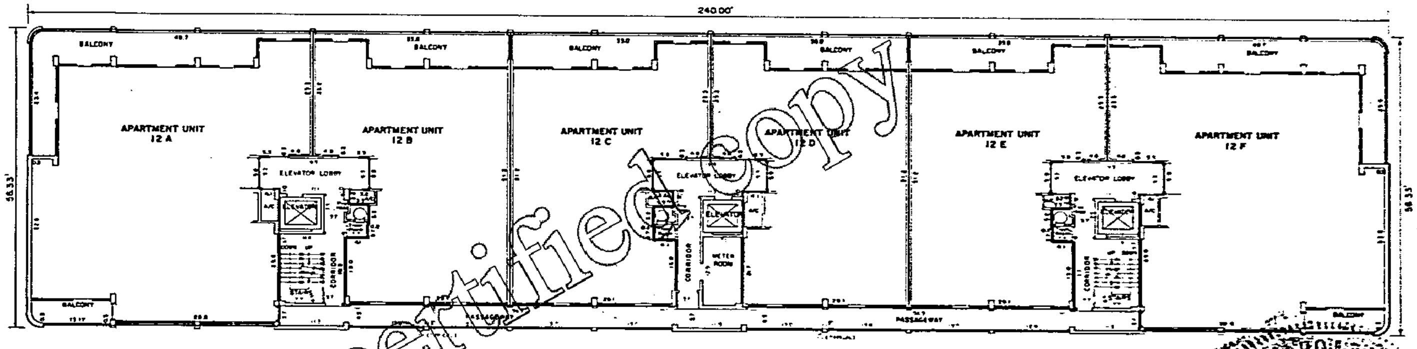
DRAWN R.L.S.	DATE 11-14-73	SCALE 1" = 8'
CHECKED D.F.B.	JOB NO J-590	DWG NO C.E. 11-46

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

EXHIBIT "B"

PAGE 25

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



N

LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A, thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING, thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S. 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 888 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R. Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

Heavy line indicates boundary limits of apartment units. Dimensions shown as 24.6

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall

Twelfth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit 120.58
Lower Limits of Apartment Unit 112.10

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units

CERTIFICATE

This certifies, that the [illegible] engineering and surveying firm is made pursuant to the provisions of Section [illegible] of the 1963 Florida Statutes and [illegible] that the Condominium Document with the attached [illegible] descriptions and other material in connection therewith [illegible] wording of said Declaration [illegible] thereof and that there are [illegible] location [illegible] of common elements and of each apartment unit of WHITEHALL SOUTH, a condominium [illegible] Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO.

By [illegible]
[illegible] M. McLaughlin
Registered Land Surveyor No. [illegible]
State of Florida

TWELFTH FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium

2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for

WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

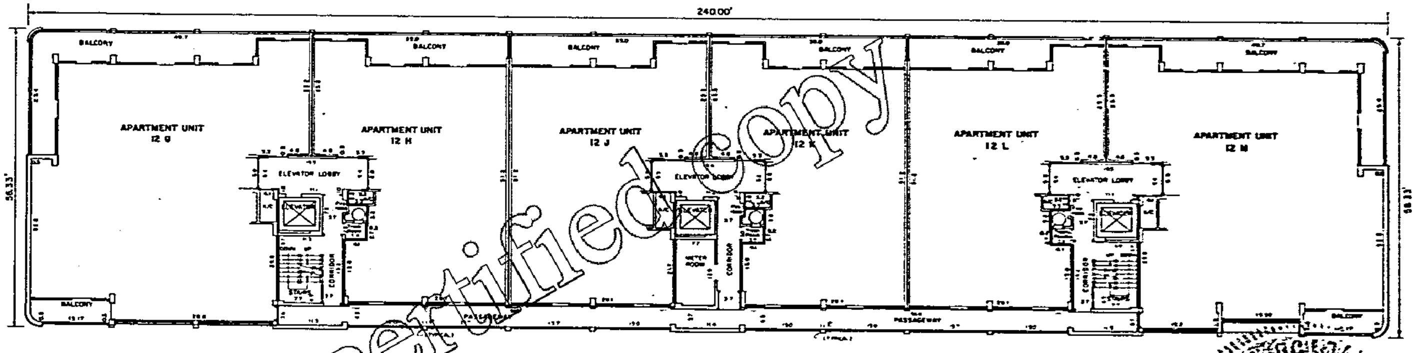
DRAWN RLB	DATE 11-6-73	SCALE 1" = 8'
CHECKED DFB	JOB NO J-5910	DWG NO CE 10-46

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

EXHIBIT "B"

PAGE 26

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1856.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point; thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 886 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R. Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

——— heavy line indicates boundary limits of apartment units. Dimensions shown as xx.x

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Twelfth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 120.54
Lower Limits of Apartment Unit: 112.07

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE

[illegible] Declaration of Condominium [illegible] WHITEHALL SOUTH, a condominium [illegible] Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO.

George M. McLaughlin [illegible]

TWELFTH FLOOR SOUTH TOWER PLAN

WHITEHALL SOUTH, a condominium

2800 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for

WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

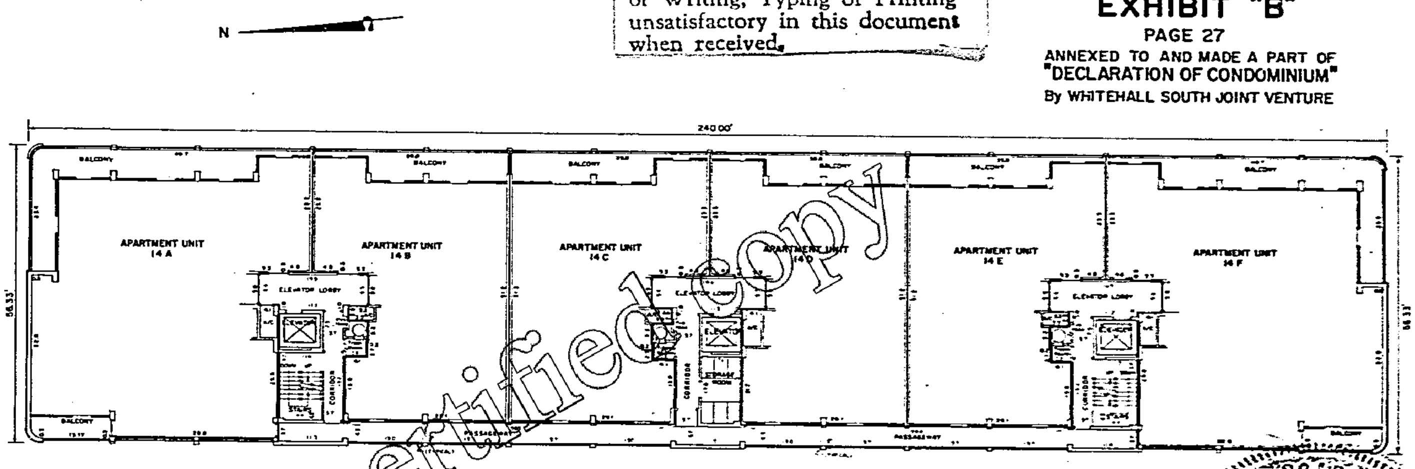
DRAWN: R.L.B.	DATE: 11-14-73	SCALE: 1" = 8'
CHECKED: D.F.B.	JOB NO: J-2910	DWG NO: C.E. 91-46

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

EXHIBIT "B"

PAGE 27

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.15 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A, thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 856 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R. Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

——— heavy line indicates boundary limits of apartment units. Dimensions shown as sea

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Fourteenth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 129.08
Lower Limits of Apartment Unit: 120.56

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE

[illegible]

McLAUGHLIN ENGINEERING CO.

James M. McLaughlin
Registered Land Surveyor

FOURTEENTH FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium
2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

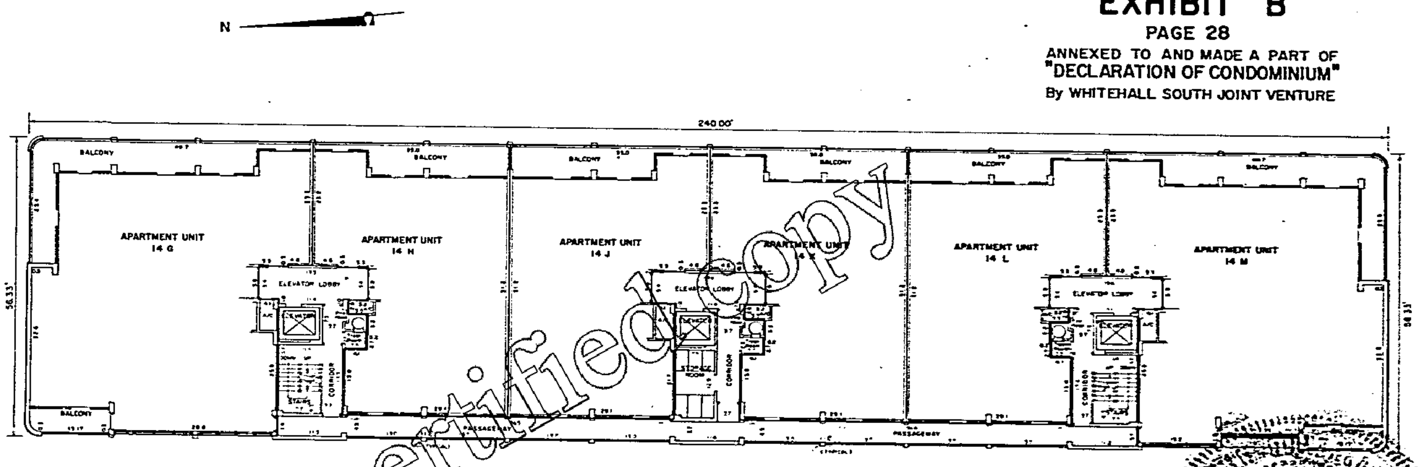
McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN R.L.B.	DATE 11-14-73	SCALE 1" = 8'
CHECKED D.F.B.	JOB NO. J-590	DWG NO. C.E. 14-46

EXHIBIT "B"

PAGE 28

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point; thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING, thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S. 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in, feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as [illegible]

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Fourteenth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 129.09
Lower Limits of Apartment Unit: 120.54

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE

McLAUGHLIN ENGINEERING

State of Florida

FOURTEENTH FLOOR SOUTH TOWER PLAN

WHITEHALL SOUTH, a condominium

2800 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

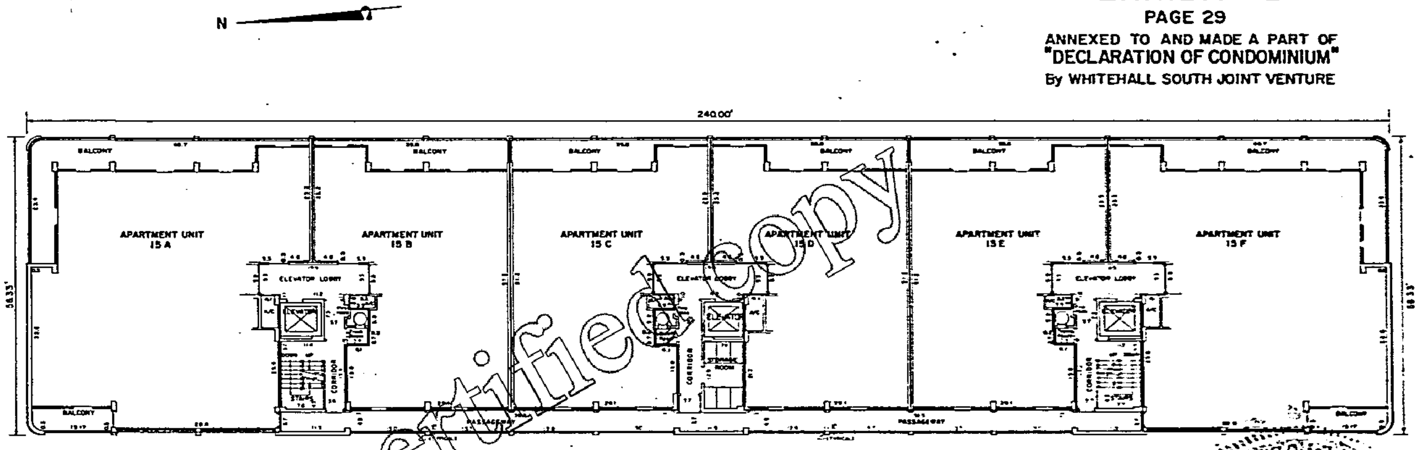
for

WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN R.L.B.	DATE 11-14-73	SCALE 1" = 8'
CHECKED D.F.B.	JOB NO. J-59-0	DWG NO. C.E. 91-46

EXHIBIT "B"
PAGE 29
ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1346.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.33 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R. Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

——— heavy line indicates boundary limits of apartment units. Dimensions shown as ±±.

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Fifteenth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 137.66
Lower Limits of Apartment Unit: 129.08

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE
This certificate [illegible] Declaration of Condominium [illegible] "WHITEHALL SOUTH", a condominium [illegible] Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO.

James W. McLaughlin
Registered Land Surveyor
State of Florida

FIFTEENTH FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium
2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

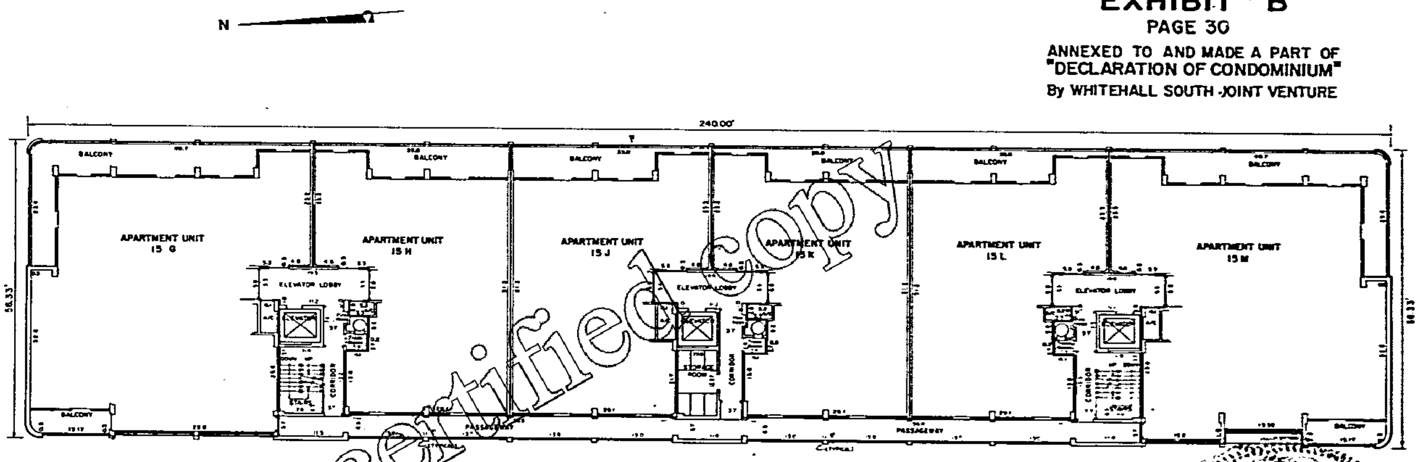
McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN PLB	DATE 11-14-73	SCALE 1" = [illegible]
CHECKED DFB	JOB NO J-590	DWG NO CE [illegible]

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

EXHIBIT "B"
PAGE 30

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N. 88°20'40" E., a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N. 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point; thence with a bearing of S. 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N. 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean; thence from the POINT OF BEGINNING with a bearing of N. 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S. 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R. Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as [illegible]

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the center line of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Fifteenth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 137.65
Lower Limits of Apartment Unit: 129.09

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE:

This Certificate, made this [illegible] by the undersigned engineering and surveying firm is made pursuant to the provisions of Section 711.08(1)(e) of the 1963 Florida Statutes [illegible] a certification that the condominium document with the attached survey and plot plan, the graphic and other material [illegible] together with the [illegible] of said Declaration of Condominium [illegible] and that there can be determined therefrom the identification, location, dimensions and size of common elements and of each apartment unit of WHITEHALL SOUTH, a condominium located in Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO.

James R. McLaughlin
Registered Land Surveyor No. [illegible]
State of Florida

FIFTEENTH FLOOR
SOUTH TOWER PLAN
WHITEHALL SOUTH, a condominium
2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

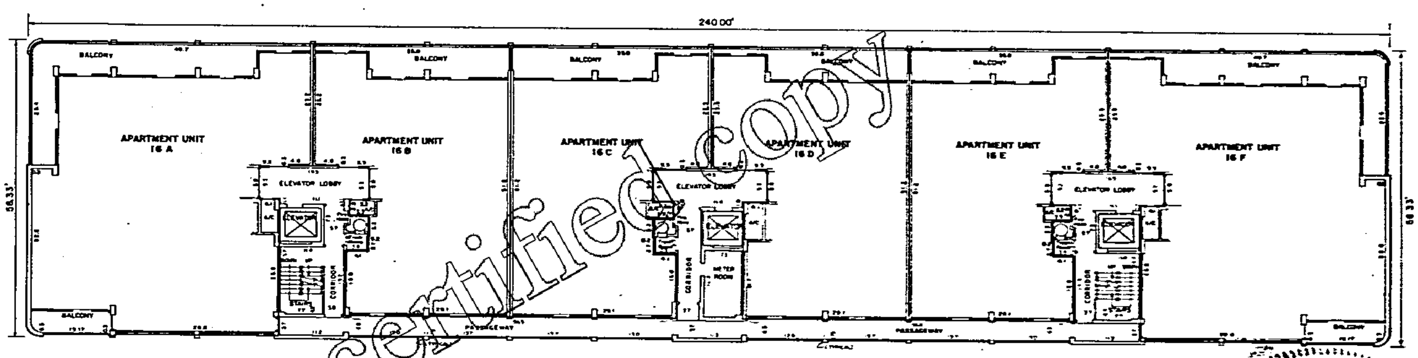
DRAWN R.L.B.	DATE 11-14-73	SCALE 1" = 8'
CHECKED DFB	JOB NO J-3940	DWG NO C E 91-46

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

EXHIBIT "B"

PAGE 31

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N. 88°20'40" E., a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N. 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point; thence with a bearing of S. 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean; thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and subplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in, feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

——— heavy line indicates boundary limits of apartment units. Dimensions shown as are

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper-boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the center line of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Sixteenth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 146.16
Lower Limits of Apartment Unit: 137.66

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE:

This certification made this [illegible] day of November 1973 by the undersigned engineering and surveying firm is made pursuant to the provisions of Section 711.08(1)(e) of the 1963 Florida Statutes [illegible] certification that the [illegible] together with the attached survey, plot plan, description and [illegible] a correct representation [illegible] of the Declaration of Condominium is a correct representation thereof, and that [illegible] location, dimensions and size of common elements, and of each apartment unit of WHITEHALL SOUTH, a condominium, located in Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO

By ______
[illegible] McLaughlin
Registered Land Surveyor No. [illegible]
State of Florida

SIXTEENTH FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium

2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for

WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

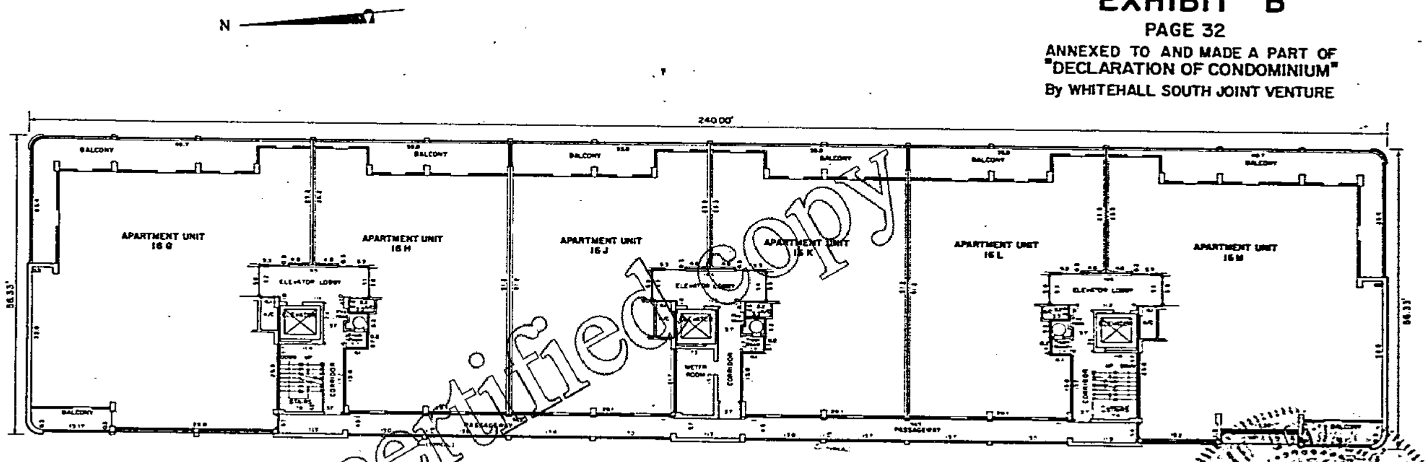
DRAWN: O.L.B.	DATE: 11-16-73	SCALE: 1" = 16'
CHECKED: D.F.B.	JOB NO: J-590	DWG NO: C.E. 91-46

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

EXHIBIT "B"

PAGE 32

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E, a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A, thence with a bearing of N 2°45'00" E, along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E, a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E, along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E, along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E, a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of [illegible] feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R. Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

——— heavy line indicates boundary limits of apartment units. Dimensions shown as see

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Sixteenth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 146.14
Lower Limits of Apartment Unit: 137.65

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE:

This certificate, made this [illegible] day of [illegible] [illegible] Section [illegible] of the 1963 Florida Statutes [illegible] of WHITEHALL SOUTH, a condominium located in Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO.

[illegible] McLaughlin
Registered Land Surveyor No. [illegible]
State of Florida

SIXTEENTH FLOOR
SOUTH TOWER PLAN
WHITEHALL SOUTH, a condominium

2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for

WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

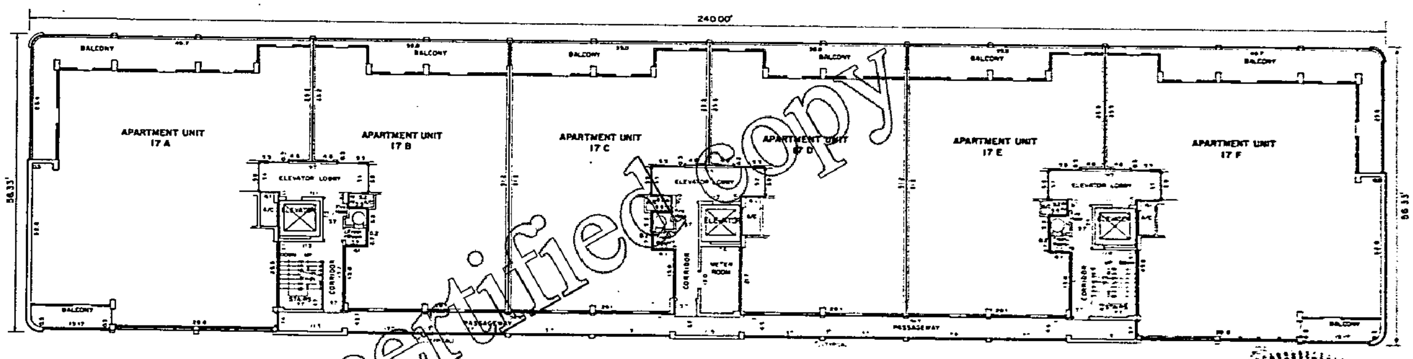
DRAWN: [illegible]	DATE: [illegible]	SCALE: [illegible]
CHECKED: [illegible]	JOB NO. [illegible]	DWG NO. [illegible]

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

EXHIBIT "B"

PAGE 33

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E, a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A, thence with a bearing of N 2°45'00" E, along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E, a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E, along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E, along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E, a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 838 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C & G.S. (Mean Sea Level) datum

heavy line indicates boundary limits of apartment units. Dimensions shown as 18.6

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Seventeenth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 154.69
Lower Limits of Apartment Unit: 146.16

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE

The [illegible] undersigned engineer [illegible] Section [illegible] of the 1963 Florida Statutes [illegible] certification that the [illegible] with the attached [illegible] description and [illegible] the [illegible] Declaration of Condominium [illegible] thereof, and that [illegible] can be determined [illegible] location [illegible] and [illegible] common elements [illegible] apartment units of WHITEHALL SOUTH, a condominium [illegible] Beach County, State of Florida.

McLaughlin Engineering Co.

[illegible] McLaughlin
Registered Land Surveyor [illegible]
State of Florida

SEVENTEENTH FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium
2920 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

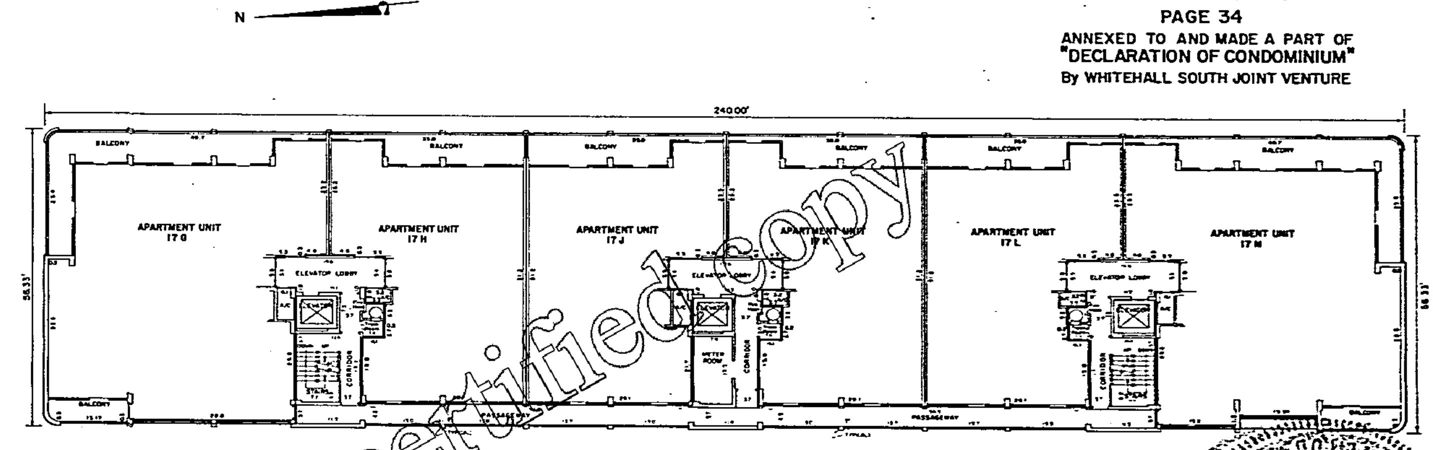
DRAWN P.L.B.	DATE: 11-14-73	SCALE: 1" = 8'
CHECKED D.F.B.	JOB NO. J-59-0	DWG NO. C.E. 59-46

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

EXHIBIT "B"

PAGE 34

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.15 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N. 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point; thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean; thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S. 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 866 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

———— heavy line indicates boundary limits of apartment units. Dimensions shown as ±

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the center line of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Seventeenth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 154.72
Lower Limits of Apartment Unit: 146.14

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE:

[illegible]

McLAUGHLIN ENGINEERING CO.

James M. McLaughlin
Registered Land Surveyor
State of Florida

SEVENTEENTH FLOOR
SOUTH TOWER PLAN
WHITEHALL SOUTH, a condominium
2800 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

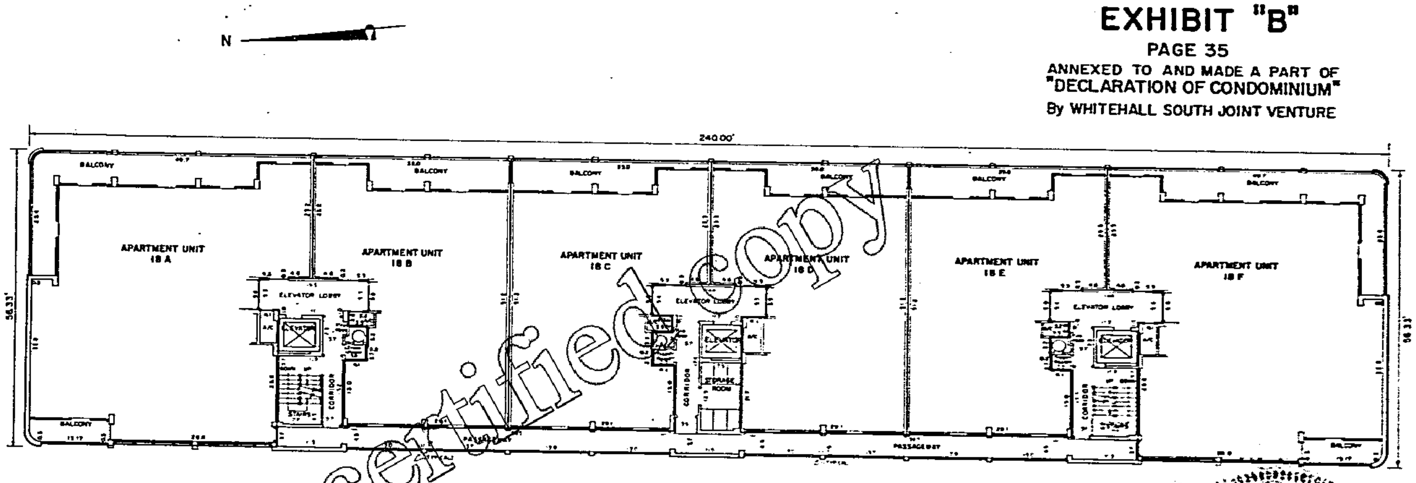
DRAWN: RLB	DATE: 11-14-73	SCALE: 1" = [illegible]
CHECKED: DFB	JOB NO: J-590	DWG NO: CE 15-46

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

EXHIBIT "B"

PAGE 35

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N. 88°20'40" E., a distance of 1156.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S. 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S. 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R. Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level Datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as ±

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Eighteenth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 163.22
Lower Limits of Apartment Unit: 154.69

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units

CERTIFICATE

[illegible] WHITEHALL SOUTH, a condominium [illegible] Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO

By [illegible]
[illegible] M. McLaughlin
Registered Land Surveyor No. [illegible]
State of Florida

EIGHTEENTH FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium
2800 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 NE 3rd AVENUE
FORT LAUDERDALE, FLORIDA

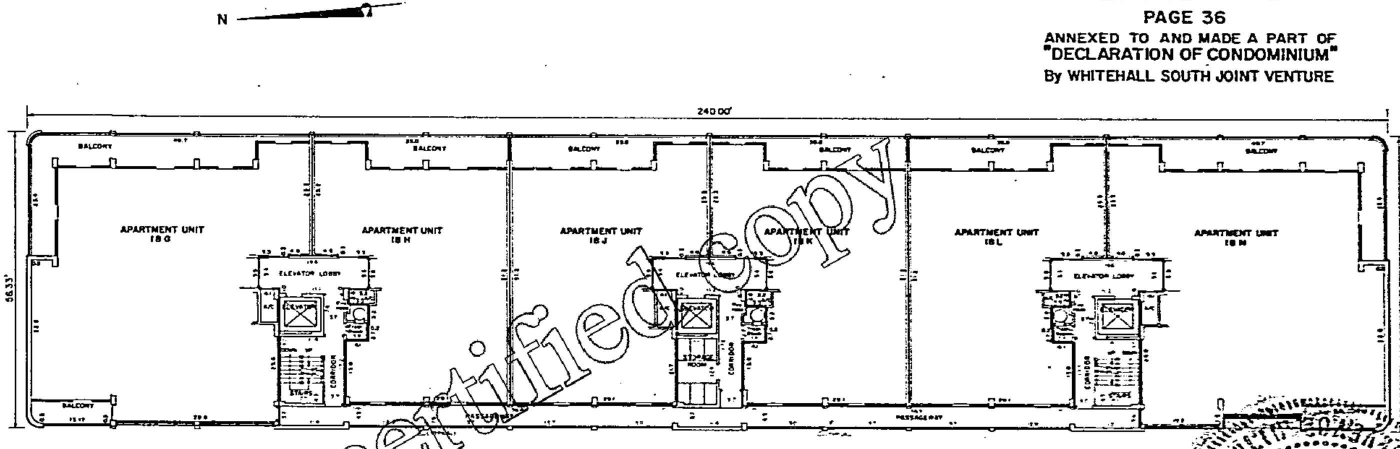
DRAWN	G.L.B	DATE	11-14-73	SCALE	1" = 8'
CHECKED	D.F.B	JOB NO	J-393	DWG NO	C.E. 9?-48

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

EXHIBIT "B"

PAGE 36

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1536.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING, thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A I A, entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as [illegible]

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall

Eighteenth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit 163.25
Lower Limits of Apartment Unit 154.72

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE

[illegible] Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO

[illegible]

EIGHTEENTH FLOOR
SOUTH TOWER PLAN
WHITEHALL SOUTH, a condominium

2800 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 NE 3rd AVENUE
FORT LAUDERDALE, FLORIDA

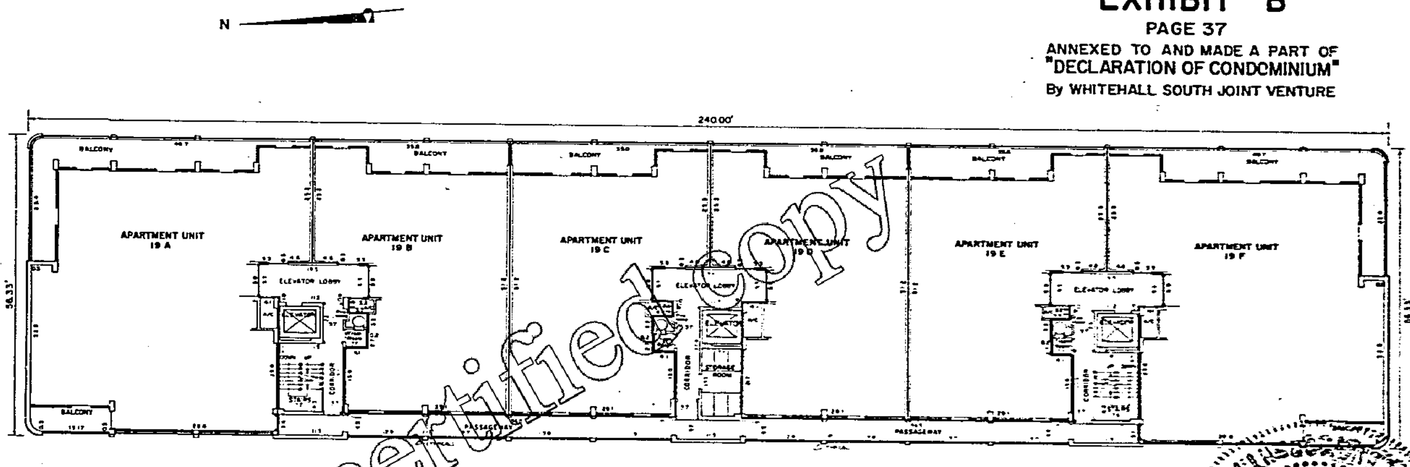
DRAWN PLB | DATE 11-4-73 | SCALE 1" = 8'
CHECKED DFB | JOB NO J-590 | DWG NO CE 91-46

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

EXHIBIT "B"

PAGE 37

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.15 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point; thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A; said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 886 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R. Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as the

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall

Nineteenth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit 171.74
Lower Limits of Apartment Unit 163.22

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units

CERTIFICATE:

This certificate, [illegible] surveyor [illegible] Section [illegible] 1963 Florida Statutes [illegible] that the condominium [illegible] the attached [illegible] description and [illegible] together with the wording of said Declaration of Condominium is [illegible] thereof, and [illegible] location, [illegible] common elements, and of each apartment unit of WHITEHALL SOUTH, a condominium, located in Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO

[illegible] McLaughlin
Reg. Land Surveyor No. [illegible]
State of Florida

NINETEENTH FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium
2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

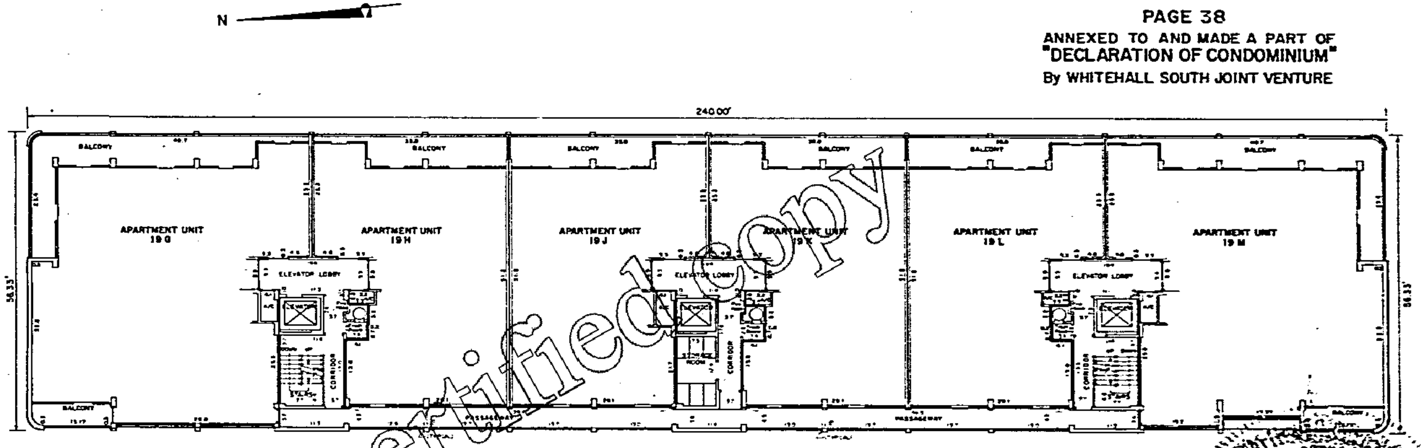
DRAWN R.L.B.	DATE 11-14-73	SCALE 1" = 8'
CHECKED D.F.B.	JOB NO. 2-7960	DWG NO. C.E. 31-46

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

EXHIBIT "B"

PAGE 38

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N. 88°20'40" E., a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N. 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.88 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean; thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S. 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R. Menner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as 00.0

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Nineteenth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 171.78
Lower Limits of Apartment Unit: 163.25

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE

[illegible]

McLAUGHLIN ENGINEERING CO

By: [illegible]

Registered Land Surveyor No. 2021
State of Florida

NINETEENTH FLOOR
SOUTH TOWER PLAN
WHITEHALL SOUTH, a condominium
2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

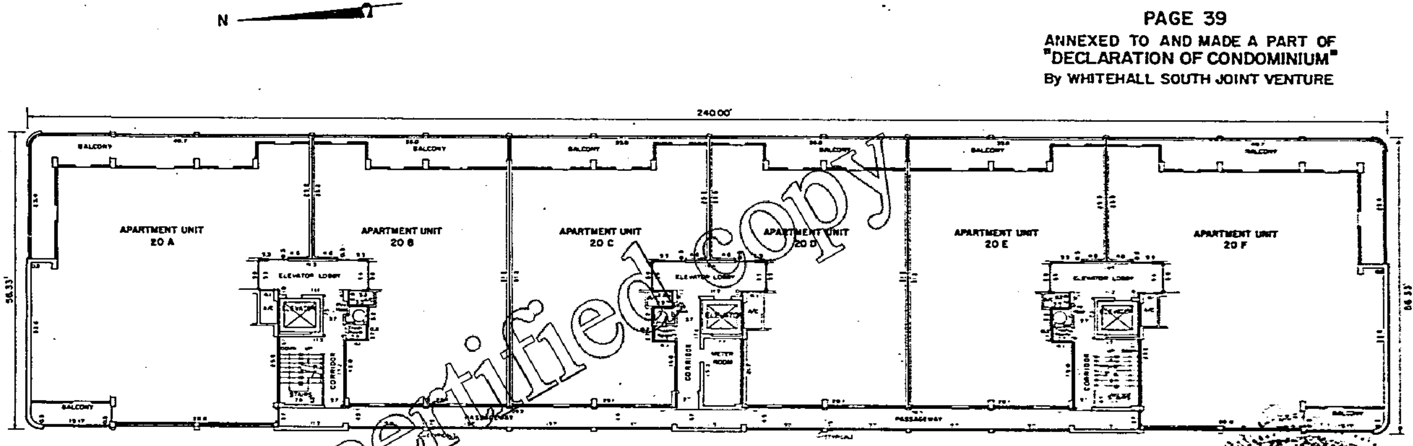
DRAWN R.L.B.	DATE 11-14-73	SCALE 1" = 8'
CHECKED DFB	JOB NO J-290	DWG NO CE 91-48

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

EXHIBIT "B"

PAGE 39

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N. 88°20'40" E., a distance of 1336.15 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A, thence with a bearing of N. 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S. 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N. 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R. Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as [illegible]

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Twentieth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 180.26
Lower Limits of Apartment Unit: 171.74

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE:

[illegible] Section [illegible] 1963 Florida Statutes [illegible] WHITEHALL SOUTH, a condominium located in Palm Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO.

Jasper N. McLaughlin
Registered Land Surveyor No. [illegible]
State of Florida

TWENTIETH FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium

2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

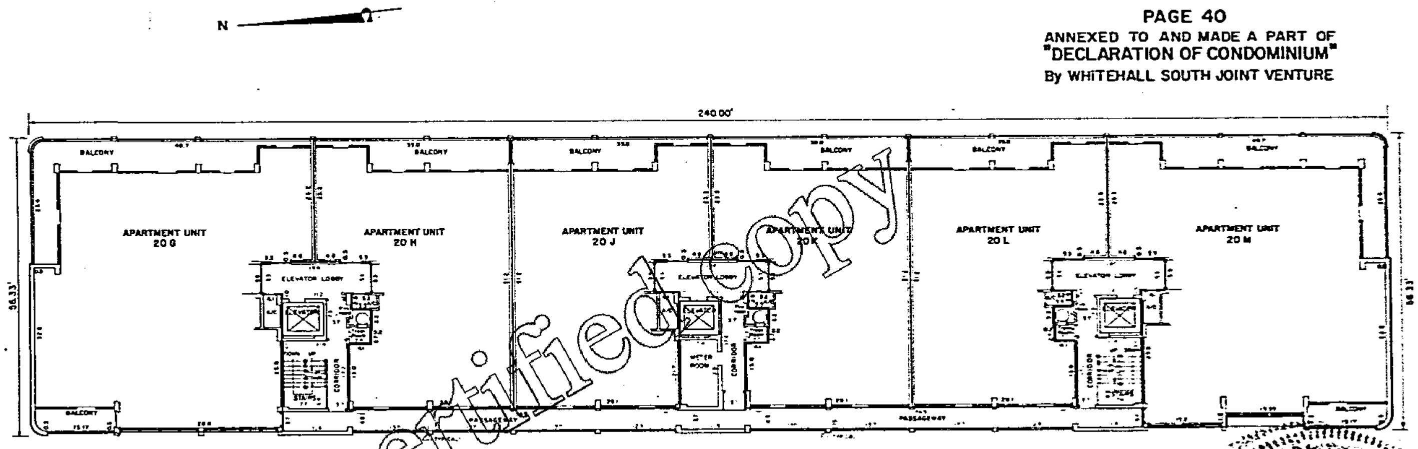
DRAWN D.L.B	DATE 11-16-73	SCALE 1" = 8'
CHECKED G.F.B	JOB NO J-990	DWG NO CE 91-46

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

EXHIBIT "B"

PAGE 40

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point; thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 636 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R. Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as 38.6

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Twentieth floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 180.28
Lower Limits of Apartment Unit: 171.78

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE

[illegible] WHITEHALL SOUTH, a condominium [illegible] Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO.

McLaughlin
Registered Land Surveyor No. [illegible]
State of Florida

TWENTIETH FLOOR
SOUTH TOWER PLAN
WHITEHALL SOUTH, a condominium

2930 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432

for

WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

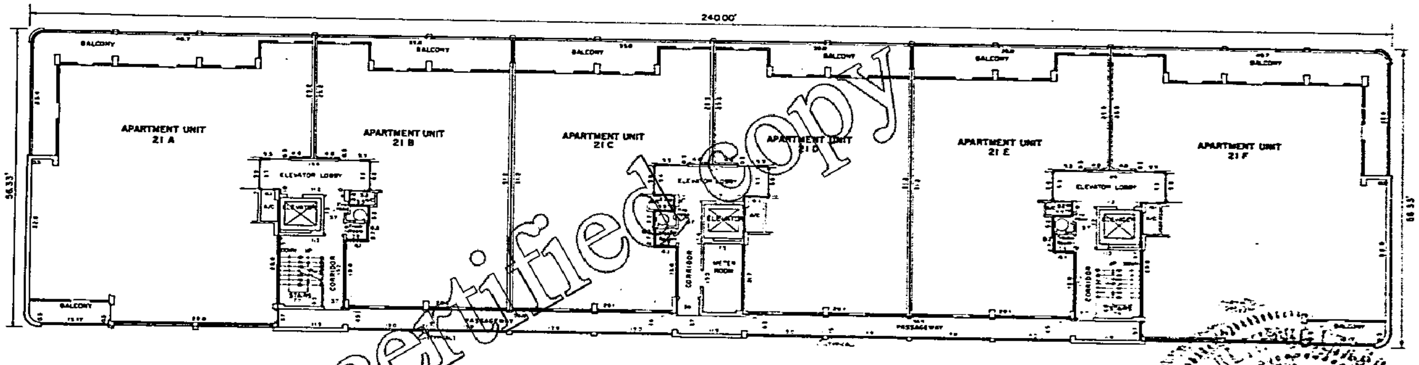
DRAWN R.L.B.	DATE [illegible]	SCALE [illegible]
CHECKED [illegible]	JOB NO. [illegible]	DWG NO. [illegible]

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

EXHIBIT "B"

PAGE 41

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 356.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point; thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as see

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Twenty-first floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 188.78
Lower Limits of Apartment Unit: 180.26

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE:
[illegible] WHITEHALL SOUTH, a condominium [illegible] Beach County, State of Florida.
McLAUGHLIN ENGINEERING CO.
[illegible]
State of Florida

TWENTY-FIRST FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium
2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

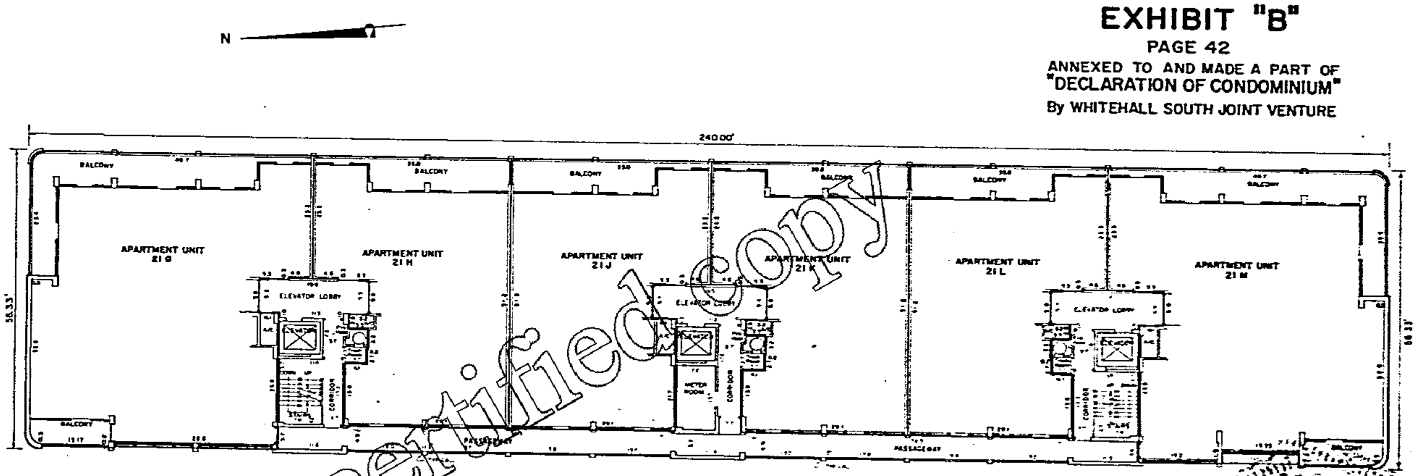
DRAWN R.L.B.	DATE 11-14-73	SCALE 1" = 8'
CHECKED D.F.B.	JOB NO J-7910	DWG NO L E 31-46

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

EXHIBIT "B"

PAGE 42

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40" E., a distance of 1956.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00" E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point; thence with a bearing of S 87°15'00" E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40" E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00" E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52" E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean, thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in, feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

heavy line indicates boundary limits of apartment units. Dimensions shown as see

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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:

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the center line of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Twenty-first floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 188.81
Lower Limits of Apartment Unit: 180.28

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE:

This certif[illegible] engineering and [illegible] Section 711.08 [illegible] 1963 Florida Statutes [illegible] that the [illegible] description [illegible] wording of [illegible] thereof, [illegible] location, dimensions and size of [illegible] ment unit of WHITEHALL SOUTH, a condominium [illegible] Beach County, State of Florida.

McLAUGHLIN ENGINEERING CO.

By [illegible]
James M. McLaughlin
Registered Land Surveyor No. [illegible]
State of Florida

TWENTY-FIRST FLOOR
SOUTH TOWER PLAN
WHITEHALL SOUTH, a condominium
2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

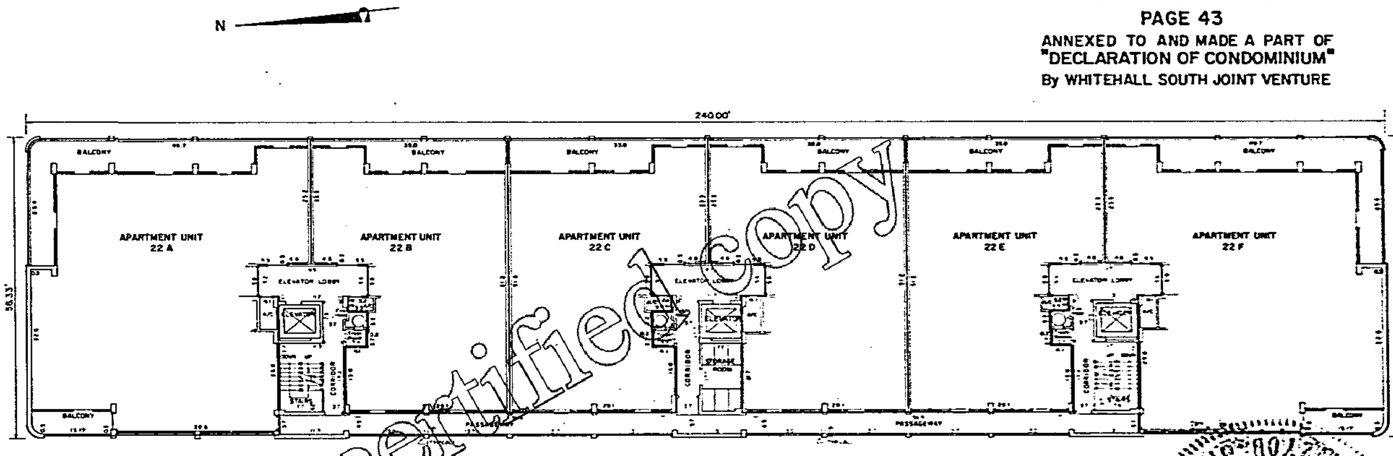
DRAWN R.L.B.	DATE 11-14-73	SCALE 1" = 8'
CHECKED D.F.B.	JOB NO 3-99-0	DWG NO C.E. [illegible]

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

EXHIBIT "B"

PAGE 43

ANNEXED TO AND MADE A PART OF
"DECLARATION OF CONDOMINIUM"
By WHITEHALL SOUTH JOINT VENTURE



LAND DESCRIPTION:

A Parcel of land lying in Section 32, Township 47 South, Range 43 East, Palm Beach County, Florida, being more particularly described as follows:

Commencing at the South quarter (S 1/4) corner of Section 32, thence with a bearing of N 88°20'40"E., a distance of 1355.13 feet to a point, which is the intersection of the South line of Section 32 and the centerline of State Road A-1-A; thence with a bearing of N 2°45'00"E., along the centerline of State Road A-1-A, a distance of 500.14 feet to a point, thence with a bearing of S 87°15'00"E., a distance of 50.00 feet to a point on the East right-of-way line of State Road A-1-A, said point being the POINT OF BEGINNING; thence with a bearing of N 88°20'40"E., along a line lying 494.83 feet North of and parallel to the South line of Section 32, a distance of 266 feet to point "A", said point "A" being on the High Water Line of the Atlantic Ocean, thence from the POINT OF BEGINNING with a bearing of N 2°45'00"E., along the East right-of-way line of State Road A-1-A, a distance of 275.41 feet to a point, thence with a curve to the right, having a radius of 7589.50 feet, and arc length of 593.42 feet, subtended by an angle of 4°28'46", to a point; thence with a bearing of S 82°30'52"E., a distance of 306 feet to a point on the High Water Line of the Atlantic Ocean; thence in a Southerly direction along the meandering High Water Line of the Atlantic Ocean, a distance of 836 feet more or less to point "A".

NOTES:

These plans and elevations are compiled from plans and data prepared by Arthur R. Minner, A.I.A., entitled "WHITEHALL SOUTH", Project No. 7101, and supplemented by actual field surveys dated 9-10 thru 9-14, 9-20, 11-13 and 11-14, all in 1973.

Elevations, in feet of the upper and lower boundaries of apartment units are based on U.S.C. & G.S. (Mean Sea Level) datum.

———— heavy line indicates boundary limits of apartment units. Dimensions shown as 24.0

DESCRIPTION OF APARTMENT UNIT BOUNDARIES

Each apartment 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.

(1) Upper boundary - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony.

(2) Lower boundary - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony.

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

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the apartment building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their center lines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, then the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

Twenty-second floor includes six apartment units having the following elevations:
Upper Limits of Apartment Unit: 197.29
Lower Limits of Apartment Unit: 188.76

COMMON ELEMENTS

The common elements include the land and all other parts of the condominium not within the apartment units, including but not limited to, the manager's apartment, corridors, elevators, stairways, laundry, trash, service and storage rooms, meter and machinery rooms, and lounge and other recreation areas.

LIMITED COMMON ELEMENTS

Limited common elements means those portions of the common elements which are reserved for the use of a certain apartment unit or apartment units to the exclusion of other apartment units.

CERTIFICATE
[illegible] WHITEHALL SOUTH, a Condominium, situated in Palm Beach County, State of Florida.
McLAUGHLIN ENGINEERING CO.
By [illegible]
Registered Land Surveyor No. 202[illegible]
State of Florida

TWENTY-SECOND FLOOR
NORTH TOWER PLAN
WHITEHALL SOUTH, a condominium
2900 SOUTH OCEAN BOULEVARD
BOCA RATON, FLORIDA 33432
for
WHITEHALL SOUTH JOINT VENTURE

McLAUGHLIN ENGINEERING CO
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

DRAWN R.L.B.	DATE 11-19-73	SCALE 1" = 8'
CHECKED C.F.B.	JOB NO [illegible]	DWG NO [illegible]

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