

Tequesta Garden

Declaration of Condominium

7664

DECLARATION OF CONDOMINIUM
OF
TEQUESTA GARDEN CONDOMINIUM NO. 3

Tequesta
Palm Beach County, Florida

MADE this 2nd day of February, 1970, by RESORT PROPERTIES, INC., a Florida corporation, hereinafter called "Developer", for itself, its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

ARTICLE I

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, 1967, as amended, hereinafter called the Condominium Act.

A. Name and address. The name by which this condominium is to be identified is TEQUESTA GARDEN CONDOMINIUM NO. 3. The location of the condominium is as follows: Building G is located at 2 Westwood Avenue, Tequesta, Palm Beach County, Florida and Building H is located at 4 Westwood Avenue, Tequesta, Palm Beach County, Florida.

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

Lot 3, TEQUESTA GARDENS, SECTION "A",
according to the plat thereon file in the Office
of the Clerk of the Circuit Court in and for Palm
Beach County, Florida, in Plat Book 28, page 200,

which lands are called "the land".

ARTICLE II

DEFINITIONS

The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act (Chapter 711.03 Florida Statutes, 1967, and as amended) and as follows, unless the context otherwise requires:

A. Dwelling unit means unit as defined by the Condominium Act and the terms "dwelling unit" and "apartment" shall be used interchangeably in this Declaration and shall have the same meaning.

B. Dwelling Unit Owner means unit owner as defined by the Condominium Act.

EXHIBITS: CONDOMINIUM FILE - ABSTRACT ROOM - COUNTY COURT HOUSE
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E. Dwelling Unit Boundaries. Each dwelling unit, which term, as used in this subsection concerning boundaries, shall include that part of the building containing the dwelling unit that lies within the boundaries of the dwelling unit, which boundaries are as follows:

1. Upper and lower boundaries. The upper and lower boundaries of the dwelling unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- a. Upper boundary - the horizontal plane of the lower surfaces of the ceiling slab.
- b. Lower boundary - the horizontal plane of the lower surfaces of the floor slab.

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

- a. Exterior building walls - intersecting vertical plane adjacent to, and which includes the exterior of, the outside walls of an apartment building bounding a dwelling unit and the fixtures thereon, and when there is attached to the building a screened porch, terrace or other portion of the building serving only the dwelling unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of first floor dwelling units, such boundaries shall include the terraces serving such dwelling unit.
- b. Interior building walls - the vertical planes of the center line of walls bounding a dwelling unit extended to intersection with other perimetrical boundaries with the following exceptions:
 - (1) When the walls between dwelling units are of varying thickness, or about a column or shaft, 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 center line of an intervening column or shaft.
 - (2) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner walls, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

F. Easements are reserved through the condominium property as may be required for utility services in order to serve this condominium adequately, and in

C. Association means TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., as lawfully amended from time to time, and its successors.

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

E. Common expenses include:

1. Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and the portions of apartments to be maintained by the Association.
2. Expenses declared common expenses by provisions of this Declaration or of the By-Laws.
3. Any valid charge against the condominium property as a whole.

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

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

H. Utility Services, as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include, but not be limited to, electric power, in common areas, water, and garbage and sewage disposal.

ARTICLE III

DEVELOPMENT PLAN

The condominium is described and established as follows:

A. Survey. The survey, which is attached hereto as Exhibit A, shows two apartment buildings.

B. Improvements. The condominium will include two apartment buildings. Building G will contain fourteen (14) dwelling units and Building H will contain fourteen (14) dwelling units. Each of the buildings will consist of a first floor and a second floor.

C. Plans. The improvements upon the land are constructed in accordance with the plans and specifications therefor prepared by Gene C. Monaco, 4005 N. Flagler Highway, Fort Lauderdale, Florida, and designated as his Commission No. 6838 for Buildings G and H, a portion of which plans is attached hereto as Exhibit A.

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

order to adequately serve the several other condominiums to be known as TEQUESTA GARDEN APTS. and to be constructed and established near this condominium by Developer; provided, however, that such easements through a dwelling unit shall be only according to the plans and for the apartment buildings, or as the buildings are constructed, unless approved in writing by the dwelling unit owner.

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

ARTICLE IV

AMENDMENT OF PLANS

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

B. Amendment of Declaration. An amendment of this Declaration reflecting such authorized alteration of dwelling unit plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, dwelling unit owners or lienors or mortgagees of dwelling units or of the condominium, whether or not elsewhere required for an amendment.

ARTICLE V

THE DWELLING UNITS

The dwelling units of the condominium are described more particularly, and the rights and obligations of their owners are established, as follows:

A. Typical Dwelling Unit Plans. There are two typical dwelling unit floor plans for the dwelling units in Buildings G and H. The dwelling units are described generally below and by building plans for Buildings G and H attached as Exhibit A.

1. Building G.

- a. Type A - contains kitchen, dining and living room, two bedrooms, two bathrooms, walk-in closet and screened porch.
- b. Type B - contains kitchen, dining and living room, two bedrooms, two bathrooms, walk-in closet and screened porch.

2. Building H.

- a. Type A - contains kitchen, dining and living room, two bedrooms, two bathrooms, walk-in closet, utility and storage room and screened porch.
- b. Type B - contains kitchen, dining and living room, two bedrooms, two bathrooms, walk-in closet, utility and storage room and screened porch.

B. Dwelling Unit Numbers.

1. Building G. There are seven dwelling units on the first floor of the building. The dwelling units are numbered as follows: 101, 102, 103, 104, 105, 106 and 107, beginning with 101 on the North end of the building and ending with 107 on the South end of the building. There are seven dwelling units on the second floor of the building. The dwelling units are numbered as follows: 201, 202, 203, 204, 205, 206 and 207, beginning with 201 on the North end of the building and ending with 207 on the South end of the building.

2. Building H. There are seven dwelling units on the first floor of the building. The dwelling units are numbered as follows: 101, 102, 103, 104, 105, 106 and 107, beginning with 101 on the North end of the building and ending with 107 on the South end of the building. There are seven dwelling units on the second floor of the building. The dwelling units are numbered as follows: 201, 202, 203, 204, 205, 206 and 207, beginning with 201 on the North end of the building and ending with 207 on the South end of the building.

C. Appurtenances to Dwelling Units. The owner of each dwelling unit shall own a share and a certain interest in the condominium property, which share and interest are appurtenant to his dwelling unit, including but not limited to the following items which are appurtenant to the several dwelling units as indicated:

1. Common elements and common surplus. The undivided share in the land and other common elements, and in the common surplus, which is appurtenant to each dwelling unit is as follows:

Building G

<u>Dwelling Unit</u>	<u>Undivided Share</u>	<u>Dwelling Unit</u>	<u>Undivided Share</u>
101	1/28	201	1/28
102	1/28	202	1/28
103	1/28	203	1/28
104	1/28	204	1/28
105	1/28	205	1/28
106	1/28	206	1/28
107	1/28	207	1/28

Building H

<u>Dwelling Unit</u>	<u>Undivided Share</u>	<u>Dwelling Unit</u>	<u>Undivided Share</u>
101	1/28	201	1/28
102	1/28	202	1/28
103	1/28	203	1/28
104	1/28	204	1/28
105	1/28	205	1/28
106	1/28	206	1/28
107	1/28	207	1/28

2. Automobile parking space. The common elements include parking areas for automobiles of dwelling unit owners. Parking areas will not be assigned but will be available for use pursuant to the regulations of the Association.

3. Association membership. The membership of each dwelling unit owner in the Association and the interest of each dwelling unit owner in the fund and assets held by the Association.

D. Liability for common expenses. Each dwelling unit owner shall be liable for an equal share of the common elements.

E. Recreational Facilities. The association has entered into a lease of certain recreational facilities with the First Marine Bank and Trust Company of Riviera Beach, Riviera Beach, Florida, as Trustee. A copy of said lease is attached hereto as Exhibit B.

ARTICLE VI

MAINTENANCE, ALTERATION AND IMPROVEMENT

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

A. Dwelling Units.

1. By the Association. The Association shall maintain, repair and replace at the Association's expense:
 - a. All portions of a dwelling unit, except interior surfaces, contributing to the support of the apartment buildings, which portions shall include but not be limited to the outside walls of the apartment buildings and all fixtures on its exterior, boundary walls of dwelling units, floor and ceiling slabs, load-bearing columns and load-bearing walls.
 - b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a dwelling unit maintained by the Association; and all such facilities contained within a dwelling unit that service part or parts of the condominium other than the dwelling unit within which contained; and all shutters on the exterior of the apartment buildings, including but not limited to the Association's authority to approve the purchase and installation of same.
 - c. All incidental damage caused to a dwelling unit by such work shall be repaired promptly at the expense of the Association.
2. By the dwelling unit owner. The responsibility of the dwelling unit owner shall be as follows:
 - a. To maintain, repair and replace at his expense all portions of his dwelling unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other dwelling unit owners.
 - b. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without the approval of the Association.
 - c. To promptly report to the Association any defect or need for repairs for which the Association is responsible.
 - d. To maintain, replace and repair all hurricaneshutters on the exterior of his dwelling unit, provided, however, that the Association shall have the authority to approve the purchase and initial installation of same.
3. Alteration and Improvement. Except as elsewhere reserved to Developer, neither a dwelling unit owner nor the Association shall make any alteration in the portions of a dwelling unit or of an apartment building that are to be maintained by the Association, or remove any portion of such or make any additions to them, or do anything that would jeopardize the safety or soundness of an apartment building, or impair any easement, without first obtaining approval in writing of owners of all dwelling units 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.

B. Common Elements.

1. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.
2. Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than 75% of the common elements, except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any dwelling unit owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the dwelling unit owned, unless such owner shall approve the alteration or improvements, 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 owners in the shares that their shares in the common elements bear to each other. In the event that such alteration or improvement is exclusively or substantially exclusively for the benefit of the dwelling unit owner or owners requesting same, then in such event the requesting apartment owner or owners shall be assessed therefor in such proportions as they approve jointly, and failing such approval in such proportions as may be determined by the Board of Directors of the Association. There shall be no change in the shares and rights of an apartment owner in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvements.

ARTICLE VII

ASSESSMENTS

The making and collection of assessments against dwelling unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions:

A. Share of Common Expenses: Each dwelling unit owner shall be liable for an equal share of the common expenses. Each dwelling unit owner shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the dwelling unit owned by him. Provided, however, that if services are made available to dwelling unit owners from a revenue-producing operation, no assessment on account of such services shall be made against a bank, life insurance company or savings and loan association that acquires its title as a result of owning a first mortgage upon a dwelling unit, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; but this shall not preclude such an assessment against an occupant of a dwelling unit owned by such an institution for services voluntarily

accepted by the occupant. The shares of any cost or loss not so assessed shall be assessed to the other dwelling unit owners in the shares that their shares in the common elements bear to each other.

B. Interest; application of payments. Assessments and installments on such assessments paid on or before thirty (30) days after the date when due shall not bear interest, but all sums not paid on or before thirty (30) days after the date when due shall bear interest at the rate of ten (10) percent per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

C. 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.

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

ARTICLE VIII

ASSOCIATION

The operation of the condominium shall be by TECUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

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

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

C. 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 dwelling unit 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 by other owners or persons.

D. Restraint upon assignment of shares in assets. The share of members in the fund and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his dwelling unit.

E. Approval or disapproval of matters. Whenever the decision of a dwelling unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same persons 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.

F. Additional Condominiums. Nothing contained in this Declaration of Condominium or the corporate charter or By-Laws of the Association shall preclude its operation and administration of other or additional condominiums.

ARTICLE IX

INSURANCE

The insurance, other than title insurance, that shall be carried upon the condominium property and the property of the dwelling unit owners shall be governed by the following provisions:

A. Authority to purchase; named insured. All insurance policies shall be placed in a single company, if possible, upon the condominium property and shall be purchased by the Association. The named insured shall be the Association individually and as agent for the dwelling unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of dwelling unit owners. Such policies shall provide that payments by the insurer for loss shall be made to the Insurance Trustee for the benefit of the beneficial dwelling unit owners, and all policies and their endorsement shall be deposited with the Insurance Trustee, and with the mortgagee if required by the mortgage. The dwelling unit owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

B. Coverage.

1. 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. Such coverage shall afford protection against:
 - a. loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and
 - b. such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the building on the land, including but not limited to vandalism, malicious mischief, wind-storm and water damage.
2. 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 coverages, and with cross liability endorsement to cover liabilities of the dwelling unit owners as a group to a dwelling unit owner.

3. Workmen's compensation policy to meet the requirements of law.
4. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the dwelling unit owner in accordance with the undivided share in the common elements appurtenant to the dwelling unit owned by him.

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

1. Common Elements. Proceeds on account of damage to common elements: an undivided share for each dwelling unit owner, such share being the same as the undivided share in the common elements appurtenant to his dwelling unit.
2. Dwelling Units. Proceeds on account of damage to dwelling units shall be held in the following undivided shares:
 - a. When a building is to be restored - for the owners of damaged dwelling units in proportion to the cost of repairing the damage suffered by each dwelling unit owner, which cost shall be determined by the Association;
 - b. When a building is not to be restored - an undivided share for each dwelling unit owner, such share being the same as the undivided share in the common elements appurtenant to his dwelling unit.
3. Mortgagee. In the event a mortgagee endorsement has been issued as to a dwelling unit, the original policy of which shall be held by the mortgagee, the share of the dwelling 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 of such proceeds made to the dwelling unit owner and mortgagee pursuant to the provisions of this Declaration.

E. 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:

1. Expense of the trust. All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.
2. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such as elsewhere pro-

vided. Any proceeds which remain after defraying such costs shall be distributed to the beneficial owners, remittances to dwelling unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.

3. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to dwelling unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a dwelling unit and may be enforced by such mortgagee.
4. Certificate. In making distribution to dwelling 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 mortgagees and the dwelling unit owners and their respective shares of the distribution.

F. Association as Agent. The Association is irrevocably appointed agent for each dwelling unit owner and for each owner of a mortgage or other lien upon a dwelling 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.

ARTICLE X

RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. 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:

1. Common Elements. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.
2. Apartment buildings.
 - a. Lesser damage. If the damaged improvement is an apartment building or buildings and if dwelling units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.
 - b. Major damage. If the damaged improvement is an apartment building or buildings, and if dwelling units to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

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

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

C. Responsibility. If the damage is only to those parts of a dwelling unit for which the responsibility of maintenance and repair is that of the dwelling unit owner, then the dwelling unit owner shall be responsible for the reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair shall be that of the Association.

D. Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair the funds for the payment of the costs of reconstruction and repair are insufficient, including the aforesaid fees and premiums, assessments shall be made in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to each owner's share in the common elements.

F. 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 the assessments against dwelling unit owners, shall be distributed in payment of such costs in the following manner:

1. Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.
2. 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 dwelling unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner and order:
 - a. Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the

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

- b. Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the construction fund that is held by the Insurance Trustee 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.
- c. Dwelling unit owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a dwelling unit owner shall be paid by the Insurance Trustee to the dwelling unit owner, or if there is a mortgagee endorsement as to the dwelling unit, then to the dwelling unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.
- d. Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.
- e. Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the dwelling unit 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 to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any 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 in this instrument to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance

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

ARTICLE XI
USE RESTRICTIONS

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

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

B. 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 dwelling unit owners.

C. Leased Property. All leased property, such as recreational facilities shall be used only for the purposes for which such property is intended in the furnishing of services and facilities for the enjoyment of the dwelling unit owners.

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

E. Children. Children under the age of sixteen (16) years shall not occupy a private dwelling for a period to exceed thirty (30) days consecutively in any calendar year.

F. Pets. No dwelling unit or portion of the condominium property, or any property operated by the Association shall be occupied by any pet animal except small dogs (commonly known as lap dogs), cats, tropical fish, or birds in cages. No pet animals shall be allowed outside of an apartment unless leashed or under the direct control and in the presence of the owner thereof. No pet animal shall be allowed to create or cause any disturbance or nuisance of any kind. No dwelling unit owner shall be allowed to have more than one pet per dwelling unit.

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

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

F. Regulations. Reasonable regulations concerning the use 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 shall be furnished by the Association to all dwelling unit owners and residents of the condominium upon request.

I. Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the dwelling units of the condominium, neither the dwelling unit 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 dwelling units. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs. Said Developer shall be responsible for any assessments which may be levied by the Association against any dwelling unit or units owned by said Developer, and shall comply with the terms and provisions hereof in the same manner as any other owner of dwelling units in TEQUETA GARDEN CONDOMINIUM NO. 3.

ARTICLE XII

MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the dwelling units, the transfer of dwelling units by any owner other than the Developer shall be subject to the following provisions as long as the condominiums exist and the apartment buildings are in useful condition, which provisions each dwelling unit owner covenants to observe:

A. Transfers Subject to Approval.

1. Sale. No dwelling unit owner may dispose of a dwelling unit or any interest in a dwelling unit by sale without the approval of the Association, except to another dwelling unit owner.
2. Lease. No dwelling unit owner may dispose of a dwelling unit or any interest in a dwelling unit by lease without the approval of the Association, except to another dwelling unit owner.
3. Gift. If any dwelling unit owner shall acquire his title by gift, the continuance of his ownership of his dwelling unit shall be subject to the approval of the Association.
4. Devise or inheritance. If any dwelling unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his dwelling unit shall be subject to the approval of the Association.
5. Other transfers. If any dwelling unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his dwelling unit shall be subject to the approval of the Association.

B. Approval by the Association. The approval of the Association that is required for the transfer of ownership of dwelling units shall be obtained in the following manner:

1. Notice to Association.

- a. Sale. A dwelling unit owner intending to make a bona fide sale of his dwelling unit or any interest in it 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 dwelling unit owner's option may include a demand by the dwelling unit owner that the Association furnish a purchaser of the dwelling unit 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.
- b. Lease. A dwelling unit owner intending to make a bona fide lease of his dwelling unit 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.
- c. Gift; devise or inheritance; other transfers. A dwelling unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the dwelling unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.
- d. Failure to give notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a dwelling unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Certificate of Approval.

- a. Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the purchaser.
- b. Lease. If the proposed transaction is a lease, then within 30 days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the lessee.

- c. Gift; devise or inheritance; other transfers. If the dwelling unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the dwelling unit owner's ownership of his dwelling unit. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of the dwelling unit owner.

C. Disapproval by Association. If the Association shall disapprove a transfer of ownership of a dwelling unit, the matter shall be disposed of in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the dwelling unit owner shall so demand, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by registered mail to the dwelling unit owner an agreement to purchase the dwelling unit concerned by a purchaser approved by the Association who will purchase and to whom the dwelling unit owner must sell the dwelling unit upon the following terms:
 - a. 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 separate appraisals of the dwelling unit; 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.
 - b. The purchase price shall be paid in cash.
 - c. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.
 - d. 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.
 - e. If the Association shall fail to provide a purchaser upon demand of the dwelling unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Palm Beach County, Florida, at the expense of purchaser

2. Lease. If the proposed transaction is a lease, the dwelling unit owner shall be advised of the disapproval in writing and the lease shall not be made.
3. Gift; devise or inheritance; other transfers - If the dwelling unit owner giving notice has acquired title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the dwelling unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the dwelling unit owner an agreement to purchase the dwelling unit concerned by a purchaser approved by the Association who will purchase and to whom the dwelling unit owner must sell the dwelling unit upon the following terms:
 - a. The sale price shall be the fair market value determined by agreement between the seller and the purchaser within fifteen (15) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the dwelling unit; 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.
 - b. The purchase price shall be paid in cash.
 - c. The sale shall be closed within ten (10) days following the determination of the sale price.
 - d. 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.
 - e. If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, the 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 dwelling unit owner.

D. Mortgage. No dwelling unit owner may mortgage his dwelling unit nor any interest in it without the approval of the Association, except to a bank, life insurance company or a 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.

E. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association

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

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

ARTICLE XIII

COMPLIANCE AND DEFAULT

Each dwelling unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws of the Association and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a dwelling unit owner to comply with such documents and regulations shall entitle the Association or other dwelling unit owners to the following relief in addition to the remedies provided by the Condominium Act.

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

B. Costs and Attorneys' fees. In any proceedings arising because of an alleged failure of a dwelling unit owner or the Association to comply with the terms of the Declaration, Articles of Incorporation or the By-Laws of the Association, or the Regulations adopted pursuant to them and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

C. Liens to secure Recreational Lease. The Recreational Lease entered into between First Marine Bank and Trust Company of Riviera Beach, as Trustee, and the Association, a copy of which is attached hereto as Exhibit B, provides in Paragraph 16 thereof for certain lien rights in favor of the Lessor.

1. The Association hereby assigns, transfers and sets over unto the Lessor of said lease the lien rights referred to in Paragraph 16-C of said lease on all of the terms and conditions as set forth in Paragraphs 16-C and 16-D of said lease. By the execution of this Declaration of Condominium, the Association grants such assignment as provided in said lease and ratifies, confirms and approves such assignment and all of the terms and conditions thereof.

2. As provided in Paragraph 16-C of said Recreational Lease, Developer, as owner of each of the condominium dwelling units in the condominiums, hereby grants, conveys and establishes a lien against each condominium apartment in the condominiums in favor of the Lessor of the aforesaid Recreational Lease, a copy of which is attached hereto as Exhibit B. Said liens shall be in the amounts and on all of the terms and conditions set forth in Paragraphs 16-D and 16-E of said lease. Said liens shall be deemed to run with the land and shall inure to the benefit of the aforesaid Lessor, its successors and assigns.

D. No Waiver of Rights. The failure of the Association or any dwelling unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws or the Regulations, shall not constitute a waiver of the right to do so thereafter.

ARTICLE XIV

AMENDMENTS

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

A. 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.

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

1. Not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or
2. Not less than 80% of the votes of the entire membership of the Association; or
3. Until the first election of directors, only by all of the directors, provided the amendment does not increase the number of dwelling units nor alter the boundaries of the common elements.

C. Proviso. Provided, however, that no amendment shall discriminate against any dwelling unit owner nor against any dwelling unit or class or group of apartments, unless the dwelling unit owners so affected shall consent; and no amendment shall change any dwelling unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the dwelling unit concerned and all record owners of mortgages on such dwelling unit 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" unless the record owners of all mortgages upon the condominiums shall join in the execution of the amendment.

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

ARTICLE XV

TERMINATION

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

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

B. Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of dwelling units and all record owners of mortgages on dwelling units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of the meeting shall give 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 dwelling units, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the dwelling units of the other owners for the period ending on the 60th 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 approvals shall be irrevocable. The option shall be upon the following terms:

1. 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, an agreement to purchase signed by the record owners of dwelling units who will participate in the purchase. Such an agreement shall indicate which dwelling units will be purchased by each participating owner and shall require the purchase of all dwelling units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.
2. Price. The sale price for each dwelling unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the dwelling unit; 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.
3. Payment. The purchase price shall be paid in cash.
4. Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

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

D. Shares of Owners after Termination. After termination of the condominium, the dwelling unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' dwelling units prior to the termination.

E. Amendment. This section concerning termination cannot be amended without consent of all dwelling unit owners and of all record owners of mortgages upon the dwelling units.

ARTICLE XVI

RIGHTS OF MORTGAGEE

A. So long as Community Federal Savings and Loan Association of Riviera Beach, Riviera Beach, Florida, is the owner or holder of a mortgage encumbering a dwelling unit in TEQUESTA GARDEN CONDOMINIUM NO. 3, the Association shall furnish Community Federal Savings and Loan Association of Riviera Beach with at least one copy of the annual financial statement and report of the Association, audited and prepared satisfactorily to the Community Federal Savings and Loan Association of Riviera Beach, setting forth such details as said Community Federal Savings and Loan Association of Riviera Beach may reasonably require, including a detailed statement of annual carrying charge or income collected and operation expenses, such financial statement and report to be furnished within sixty (60) days following the end of the fiscal year.

B. So long as Community Federal Savings and Loan Association of Riviera Beach is the owner and holder of a mortgage encumbering a private dwelling unit in TEQUESTA GARDEN CONDOMINIUM NO. 3, and has filed notice of such fact with the Association, the Association shall thereafter give Community Federal Savings and Loan Association of Riviera Beach written notice of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, the Articles of Incorporation or the By-Laws of the Association, and shall further give Community Federal Savings and Loan Association of Riviera Beach notice of default by any member owning any dwelling unit encumbered by a mortgage held by Community Federal Savings and Loan Association of Riviera Beach, all such notices hereunder to be sent to the principal office of the said Community Federal Savings and Loan Association of Riviera Beach, in Riviera Beach, Florida, in the same manner and simultaneously with the giving of required notice to any owner or owners.

C. It is understood by each dwelling unit owner that if a dwelling unit owner desires to mortgage or in any way finance his dwelling unit, said dwelling unit owner agrees to and does grant a right of first refusal to Community Federal Savings and Loan Association of Riviera Beach to finance said dwelling unit at the current rate of interest. The rights herein conferred upon said Community Federal Savings and Loan Association of Riviera Beach, as mortgagee, shall cease at such time as it appears from the Public Records of Palm Beach County, Florida, that the Community Federal Savings and Loan Association of Riviera Beach has no further interest in the property through mortgages held by it.

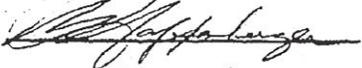
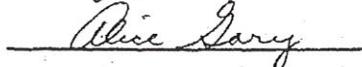
ARTICLE XVII

SEVERABILITY AND CONCLUSION

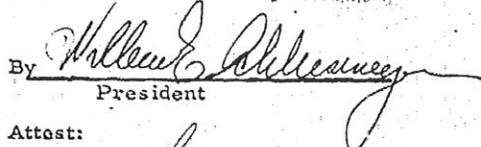
The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, Articles of Incorporation, By-Laws or Regulations of the Association shall not affect the validity of the remaining provisions.

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

Signed, sealed and delivered
in the presence of;

RESORT PROPERTIES, INC.

By 
President

Attest:


Secretary

(corporate seal)



Signed, sealed and delivered
in the presence of:

[Signature]
Alice Gary

TEQUESTA GARDEN CONDOMINIUM
ASSOCIATION, INC.

By William E. Schlusemeyer
President

Attest:

By Adele R. Schlusemeyer
(corporate seal)



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personall appeared WILLIAM E. SCHLUSEMEYER and ADELE R. SCHLUSEMEYER, well known to me to be the President and Secretary respectively of RESORT PROPERTIES, INC., a Florida corporation, and they acknowledged before me that they did, as such officers, execute the foregoing Declaration of Condominium and that the execution of said Declaration is the act and deed of the said corporation and that the same was executed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 2 day of February, 1970.

Alice Gary
Notary Public, State of Florida at Large
My commission expires: 6/29/73



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

BEFORE ME, the undersigned authority, personally appeared WILLIAM E. SCHLUSEMEYER and ADELE R. SCHLUSEMEYER, well known to me to be the President and Secretary of TEQUESTA GARDEN CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and they acknowledged before me that they did, as such officers, execute the foregoing Declaration of Condominium and that the execution of said Declrztation is the act and deed of the said corporation and that the same was executed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal
this 2 day of February, 1970.

Alice Gary
Notary Public, State of Florida at Large
My commission expires: 6/29/73

