



CFN 20060433002  
 CR BK 20643 PG 1187  
 RECORDED 07/25/2006 16:07:46  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1187 - 1397; (211pgs)

THIS INSTRUMENT PREPARED BY:

PATRICIA KIMBALL FLETCHER, ESQUIRE  
 PATRICIA KIMBALL FLETCHER, P.A.  
 DUANE MORRIS LLP  
 200 SOUTH BISCAYNE BOULEVARD, SUITE 3400  
 MIAMI, FLORIDA 33131

*This is not a certified copy*

**DECLARATION OF CONDOMINIUM  
 FOR  
 THE LINKS AT EMERALD DUNES, A CONDOMINIUM**

The following disclosure is mandated by Palm Beach County Ordinance 2005-063 (the "Ordinance") and should be read by any potential buyer of a unit in The Links at Emerald Dunes, a Condominium:

**IF YOU PURCHASE A UNIT IN THIS CONDOMINIUM, YOU WILL BE LIVING IN A SPECIAL TAXING DISTRICT KNOWN AS THE VISTA COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") AND WILL BE SUBJECT TO ADDITIONAL COSTS. A SPECIAL ASSESSMENT AND OR TAXES WILL BE ADDED TO YOUR TAX BILL. THIS NON AD VALOREM TAX ASSESSMENT WILL BE IN ADDITION TO ALL OTHER PROPERTY TAXES AND ASSESSMENTS. THIS COST IS ESTIMATED AT \$102.00 PER MONTH OR \$1,224.00 PER YEAR AND WILL BE LEVIED TO PAY DEBT SERVICE ON THE BONDS ISSUED BY THE DISTRICT AND ADMINISTRATIVE COSTS.**

Notwithstanding the cost estimates provided above, estimated assessments for the District are currently \$80.00 per month or \$960.00 per year.

DM2429287.9

Declaration of Condominium for The  
 Links at Emerald Dunes, a Condominium  
 7/24/2006

*(18211)*

TABLE OF CONTENTS

Page

**1. Introduction and Submission** ..... 1

1.1 The Land ..... 1

1.2 Submission Statement ..... 1

1.3 Name ..... 1

**2. Definitions** ..... 1

**3. Description of the Condominium Property** ..... 4

3.1 Location and General Description of the Condominium Property ..... 4

3.2 No Time Shares ..... 5

3.3 Recreation Areas and Facilities ..... 5

3.4 Survey and Graphic Description of the Condominium Property ..... 5

3.5 Units ..... 5

3.5.1 Upper and Lower Boundaries ..... 5

3.5.1.1 Upper Boundaries ..... 5

3.5.1.2 Lower Boundaries ..... 5

3.5.2 Perifetrical Boundaries ..... 5

3.5.3 Apertures ..... 5

3.5.4 Heating Air-Conditioning Equipment and Water Heater ..... 5

3.5.5 Terraces, Courtyards, Patios and Hallways ..... 5

3.5.6 Air-Conditioner Air Handling Equipment ..... 6

3.5.7 Exceptions ..... 6

3.5.8 General ..... 6

3.5.9 Certain Items Exclusively Serving a Unit ..... 6

3.6 Common Elements ..... 6

3.7 Limited Common Elements ..... 6

3.7.1 Terraces, Courtyards and Patios ..... 6

3.7.2 Mailboxes ..... 6

3.7.3 Entryways, Walkways ..... 6

3.7.4 Parking Spaces ..... 6

3.7.5 Other ..... 7

3.8 Basements ..... 7

3.8.1 Support ..... 7

3.8.2 Utilities and Drainage ..... 7

3.8.3 Encroachments ..... 7

3.8.4 Ingress and Egress ..... 7

3.8.5 Construction; Maintenance ..... 7

3.8.6 Use of the Condominium ..... 7

3.8.7 Maintenance of Air-Conditioner Air Handling Equipment ..... 7

3.8.8 Additional Easements ..... 7

**4. Restraint Upon Separation and Partition of Common Elements** ..... 8

**5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights** ..... 8

5.1 Undivided Share in the Common Elements and Common Surplus ..... 8

5.2 Voting ..... 8

**6. Amendment by Association** ..... 8

6.1.1 Proposal ..... 8

6.1.2 Notice ..... 8

6.1.3 Adoption ..... 8

6.1.4 Not Present ..... 8

6.1.5 Proposed Phases ..... 8

6.2 By Developer ..... 9

6.3 Execution and Recording ..... 9

6.4 Procedure ..... 9

6.5 Restrictions on Amendments ..... 9

**7. Maintenance and Repairs** ..... 9

7.1 Units ..... 9

7.2 Air-Conditioner Air Handling Equipment; Specific Unit Owner Responsibility ..... 10

7.3 Limited Common Elements ..... 10

7.3.1 General Maintenance Requirements ..... 10

7.3.2 Terraces, Courtyards and Patios ..... 10

7.3.3 Parking Spaces, Mailboxes, and other Limited Common Elements ..... 10

7.4 Common Elements ..... 10

7.5 Association's Right of Access to Units ..... 10

7.6 Requirements ..... 10

(28211)

7.7	Affirmative Obligation of Association .....	10
7.8	Surface Water Management System .....	11
8.	Provisions of Community Declaration .....	11
9.	Architectural Control by Association .....	11
9.1	Alterations by Unit Owners Other than Developer .....	11
9.2	Requests for Approval .....	12
9.3	Alterations by Association .....	12
9.4	Alterations by Developer .....	12
10.	The District .....	12
10.1	Generally .....	12
10.2	Creation of the District .....	12
10.3	District Assessments .....	12
10.4	Common Areas of the Community and Facilities Part of District .....	13
10.5	Facilities Owned by District .....	13
11.	Improvement District .....	13
12.	Operation of the Condominium by Association; Power and Duties; Limitation Upon Liability of Association .....	13
13.	Assessments .....	13
13.1	Determination of Assessments .....	13
13.2	Association as Unit Owner .....	13
13.3	Time for Payment .....	13
13.4	Annual Budget .....	14
13.5	Reserve Funds .....	14
13.6	Special Assessments .....	14
13.7	Use Fees .....	14
14.	Collection of Assessments .....	14
14.1	Delinquency or Default .....	14
14.2	Personal Liability of Unit Owner .....	14
14.3	Liability not Subject to Waiver .....	14
14.4	Lien for Assessment .....	14
14.5	Recording and Priority of Lien .....	15
14.6	Effect of Foreclosure or Judicial Sale .....	15
14.7	Effect of Voluntary Transfer .....	15
14.8	No Election of Remedies .....	15
14.9	Institutional First Mortgagee .....	15
14.10	Developer's Liability for Assessments .....	16
14.11	Possession of Unit .....	16
14.12	Certificate of Unpaid Assessments .....	16
15.	Insurance .....	16
15.1	Insurance Trustee .....	16
15.2	Named Insured .....	16
15.2.1	Custody of Policies and Payment of Proceeds .....	16
15.2.2	Copies to Mortgagees .....	17
15.3	Coverage .....	17
15.3.1	Property Insurance .....	17
15.3.2	Liability .....	17
15.3.3	Workers' Compensation Insurance .....	17
15.3.4	Flood Insurance .....	17
15.3.5	Fidelity Insurance .....	17
15.3.6	Directors and Officers Insurance .....	17
15.3.7	Windstorm Coverage .....	17
15.3.8	Other Insurance .....	17
15.3.9	Waiver of Subrogation .....	17
15.4	Premiums .....	17
15.5	Proceeds .....	17
15.6	Mortgagees .....	17
15.7	Distribution of Proceeds .....	17
15.7.1	Expenses of the Trust .....	17
15.7.2	Reconstruction or Repair .....	18
15.7.3	Failure to Reconstruct or Repair .....	18
15.7.4	Certificate .....	18
15.8	Association as Agent .....	18
15.9	Unit Owners Personal Coverage .....	18
16.	Reconstruction or Repair After Fire, Acts of Terrorism or Other Casualty .....	18
16.1	Determination to Reconstruct or Repair .....	18

(38211)

16.2	Plans and Specifications.....	18
16.3	Unit Owner Responsibility.....	18
16.4	Estimate of Costs.....	18
16.5	Special Assessments and Additional Charges.....	19
16.6	Disbursement of Construction Funds.....	19
16.6.1	Lesser Damage.....	19
16.6.2	Major Damage.....	19
16.6.3	Surplus.....	19
16.6.4	Certificate.....	19
17.	Condemnation.....	19
17.1	Deposit of Awards with Insurance Trustee.....	19
17.2	Determination Whether to Continue Condominium.....	19
17.3	Disbursement of Funds.....	19
17.4	Unit Reduced but Habitable.....	19
17.4.1	Restoration of Unit.....	19
17.4.2	Distribution of Surplus.....	19
17.5	Unit Made Uninhabitable.....	20
17.5.1	Payment of Award.....	20
17.5.2	Addition to Common Elements.....	20
17.5.3	Adjustment of Shares.....	20
17.5.4	Special Assessments.....	20
17.5.5	Arbitration.....	20
17.6	Taking of Common Elements.....	20
17.7	Discretion of Board.....	20
17.8	Amendment of Declaration.....	20
18.	Occupancy and Use Restrictions.....	20
18.1	Assumption of Risk.....	20
18.2	Awnings, Canopies and Shutters.....	21
18.3	Barbecue Grills.....	21
18.4	Bicycles.....	21
18.5	Common Elements.....	21
18.6	Effect on Developer; Association.....	21
18.7	Exterior Improvements; Landscaping.....	21
18.8	Lawful Use.....	21
18.9	Leases.....	21
18.10	Litter.....	22
18.11	Nuisances.....	22
18.12	Pets.....	22
18.13	Post Tension Concrete Slab System.....	22
18.14	Rules and Regulations.....	22
18.15	Signs.....	22
18.16	Units.....	22
18.17	Utility Addition.....	23
18.18	Weight and Sound Restriction.....	23
18.19	Wetlands, Lakes and Water Bodies.....	23
18.20	Basement for Golf Balls.....	23
18.21	Golf Cart Paths.....	23
18.22	Golf Course Nuisance.....	23
18.23	Play Equipment, Etc.....	24
18.24	No Drying.....	24
18.25	Pool Enclosures.....	24
18.26	Flood Lighting.....	24
18.27	General.....	24
18.28	Jurisdiction and Cooperation.....	24
18.29	Assumption of Risk and Indemnification.....	24
18.30	Association Liability.....	24
18.31	Developer Exemption.....	24
18.32	Limitation on Amendments and Rules.....	24
19.	Selling, Leasing and Mortgaging of Units.....	24
19.1	Transfers Subject to Approval.....	24
19.1.1	Sale.....	25
19.1.2	Lease.....	25
19.1.3	Gift.....	25
19.1.4	Other Transfers.....	25
19.2	Approval by Association.....	25
19.2.1	Notice to Association.....	25
19.2.1.1	Sale.....	25
19.2.1.2	Lease.....	25
19.2.1.3	Gift; Other Transfers.....	25
19.2.1.4	Failure to Give Notice.....	25
19.2.1.5	Effect and Manner of Notice.....	25

(4/8/211)

19.2.2	Certificate of Approval .....	25
19.2.2.1	Sale.....	25
19.2.2.2	Lease.....	25
19.2.2.3	Devise or Inheritance .....	25
19.2.2.4	Gift; Other Transfers .....	26
19.2.3	Approval of Owner other than an Individual .....	26
19.3	Disapproval by Association .....	26
19.3.1	Sale .....	26
19.3.2	Lease .....	26
19.3.3	Transfer by Gift, Devise or Inheritance .....	26
19.3.4	Other Transfers .....	26
19.4	Mortgage .....	27
19.5	Exceptions .....	27
19.6	Unauthorized Transactions .....	27
19.7	Notice of Lien or Suit .....	27
19.7.1	Notice of Lien .....	27
19.7.2	Notice of Suit .....	27
19.7.3	Failure to Comply .....	27
20.	Compliance and Default .....	27
20.1	Negligence .....	27
20.2	Compliance .....	27
20.3	Costs and Attorneys' Fees .....	27
20.4	No Waiver of Rights .....	27
21.	Merger of Condominium and/or Association .....	27
22.	Termination of Condominium and/or Dissolution of Association .....	27
23.	Additional Rights of Institutional First Mortgagees .....	28
24.	Covenant Running With The Land .....	28
25.	Developer's and Association's Additional Rights .....	28
25.1	Marketing Items .....	28
25.2	Developer's Limited Right of Entry .....	28
25.3	Telecommunications Services .....	29
25.3.1	Right to Contract for Telecommunications Services .....	29
25.3.2	Easements .....	29
25.3.3	Restoration .....	29
25.3.4	Developer's Rights .....	29
25.4	Monitoring System .....	29
25.4.1	Right to Install .....	29
25.4.2	Components .....	30
25.4.3	Part of Common Expenses .....	30
25.4.4	Unit Owner's Responsibility .....	30
26.	Non-Liability .....	30
27.	Resolution of Disputes .....	31
28.	Venue .....	31
29.	Reliance .....	31
30.	Construction Activities .....	31
31.	Blocked View, Trees and Shrubbery .....	32
32.	Parking Areas .....	32
33.	Notices .....	32
34.	Interpretation .....	32
35.	Mortgagees .....	32
36.	Exhibits .....	32
37.	Governing Law .....	32
38.	Construction Matters .....	32

(57211)

39.	Eligibility Requirements for Board Membership .....	33
40.	Execution of Documents; Attorney-in-Fact.....	33
41.	Concierge and/or Shared Manager .....	33
42.	Severability.....	33
43.	Waiver .....	33
44.	Relinquishment .....	33
45.	Gender, Plurality .....	33
46.	Captions.....	33
47.	Refund of Taxes, Fees and Other Charges .....	33
48.	Community Association .....	33
49.	Title Documents .....	33
50.	Phase Condominium .....	35
50.1	Description of Proposed Phases .....	35
50.2	Description of Recreational Facilities .....	35
50.3	Governance and Ownership Issues.....	36
50.4	Notification .....	36
50.5	No Amendment.....	36
51.	Potable Water and Waste Water.....	36
52.	Fuel Station and Maintenance Facility Disclosure .....	37

**EXHIBITS**

1	Legal Description of the Initial Phase
2	Survey, Location Sketch, Site Plan and Parking Plan of the Overall Proposed Project and Graphic Descriptions of the Initial Phase
3	Undivided Interest in the Common Expenses and Common Elements of the Condominium
4	Articles of Incorporation of The Links at Emerald Dunes Condominium Association, Inc.
5	By-laws of The Links at Emerald Dunes Condominium Association, Inc.
6	Legal Descriptions of Proposed Phases
7	Graphic Descriptions of Proposed Phases
8	SFWMD Permit

(68211)

DECLARATION OF CONDOMINIUM  
FOR  
THE LINKS AT EMERALD DUNES, A CONDOMINIUM

US HOME CORPORATION, a Florida corporation ("Developer") does hereby declare as follows:

1. Introduction and Submission:

The Land. Developer owns or will own the fee simple title to that certain land located in Palm Beach County, Florida, as more particularly described in Exhibit 1 attached hereto (the "Land").

1.2 Submission Statement. Developer hereby submits the Land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith to the condominium form of ownership and use in the manner provided by the Florida Condominium Act (the "Act") as it exists on the date hereof.

1.3 Name. The name by which this condominium is to be identified is The Links at Emerald Dunes, a Condominium (the "Condominium").

2. Definitions. The following terms as used in this Declaration and the exhibits hereto shall have the following meanings, unless the context in which they are used clearly requires a different meaning:

"Act" means the Florida Condominium Act (currently Chapter 718 of the Florida Statutes). Unless provided otherwise, the provisions of the Act, as amended from time to time, shall govern the Condominium.

"Additional Land" means the land described on Exhibit 6 hereto which may be submitted to the condominium form of ownership pursuant to an amendment to this Declaration in accordance with the Condominium Act of the State of Florida (Chapter 718, Florida Statutes) as it exists on the date that this Declaration of Condominium is recorded in the Public Records of Palm Beach County, Florida.

"Articles" means the Articles of Incorporation of Association as amended from time to time, a copy of which is attached hereto as Exhibit 4.

"Assessment(s)" means a share of the funds required for the payment of Common Expenses which, from time to time, is assessed against the Unit Owner. The term Assessment shall include a Special Assessment.

"Association" means The Links at Emerald Dunes Condominium Association, Inc., a Florida corporation not-for-profit, the entity responsible for the operation of the Condominium.

"Board" means the Board of Directors of the Association.

"Buildings" shall have the meaning set forth in Section 3.1 hereof.

"By-laws" means the By-laws of the Association, as they exist from time to time, a copy of which is attached hereto as Exhibit 5.

"Cable Services" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Units including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.

"City" shall mean the City of West Palm Beach, Florida.

"Common Elements" shall have the meaning set forth in Section 3.6 hereof.

"Common Expenses" means all expenses and assessments properly incurred by Association for the Condominium including, but not limited to, any item designated as a common expense by the Act, this Declaration, or the By-Laws. Without limiting any other provision hereof, Common Expenses may include, at the Board's option, any one or more of the following: (a) the costs of on-site managers, secretaries and/or concierges to provide services designated or requested by the Board and (b) the costs of purchasing or leasing computer equipment for Association.

"Common Surplus" means the excess of all receipts of Association collected on behalf of the Condominium including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

"Community" shall mean "Vista Center of Palm Beach" as it may exist from time to time, which is governed by the Community Declaration.

Declaration of Condominium for  
The Links at Emerald Dunes, a Condominium

DM21429287.9

7/24/2006

(58211)

**"Community Association"** means the Vista Center Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

**"Community Declaration"** means that certain Vista Center of Palm Beach Declaration of Protective Covenants recorded in Official Records Book 5900, Page 1476 of the Public Records of Palm Beach County, Florida, as it may be further amended from time to time.

**"Condominium"** shall have the meaning set forth in Section 1.3 hereof.

**"Condominium Documents"** means this Declaration and all of the exhibits hereto, as they may be amended from time to time.

**"Condominium Parcel"** means a Unit together with the undivided share in the Common Elements which is appurtenant to such Unit.

**"Condominium Property"** means the Land and the personal property that are subject to condominium ownership under this Declaration, all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

**"Construction Matters"** shall have the meaning set forth in Section 38 hereof.

**"County"** shall mean Palm Beach County, Florida.

**"Data Transmission Services"** shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

**"Declaration"** means this instrument as it is amended from time to time.

**"Defendant"** shall have the meaning set forth in Section 38 hereof.

**"Developer"** means U.S. Home Corporation, a Florida corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned; provided however, a Unit Owner shall not solely by the purchase of a Condominium Parcel be deemed a successor to, or assignee of, the rights of Developer under this Declaration unless such Unit Owner is specifically so designated as such successor to, or assignee of, such rights in the respective instrument of conveyance or any other instrument executed by Developer. Developer may also assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Condominium. In the event of such partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

**"Directors"** mean the members of the Board of Association.

**"District"** shall mean the Vista Community Development District, its successors or assigns.

**"District Debt Service Assessments"** shall have the meaning set forth in Section 10.2 hereof.

**"District Maintenance Special Assessments"** shall have the meaning set forth in Section 10.2 hereof.

**"District Revenue Bonds"** shall have the meaning set forth in Section 10.2 hereof.

**"Facilities"** shall have the meaning set forth in Section 10.2 hereof.

**"Guarantee Expiration Date"** shall have the meaning set forth in Section 14.10 hereof.

**"Golf Course"** shall mean and refer to the Golf Course commonly known as Emerald Dunes Golf Course, being a privately owned golf course and related facilities, portions of which abut the Condominium Property.

**"Golf Course Owner"** shall mean and refer to the owner of the Golf Course and any successor owner, operator and/or lessee of the Golf Course.

**"Improvements"** mean all structures and artificial changes to the natural environment on the Condominium Property including, but not limited to, the Building.

**"Initial Building"** shall have the meaning set forth in Section 3.1 hereof.

**"Initial Land"** means the land described on Exhibit 1 hereto which is submitted to the condominium form of ownership pursuant to this Declaration.

**"Initial Parking Spaces"** shall have the meaning set forth in Section 3.1 hereof.

**"Initial Phase"** shall have the meaning set forth in Section 3.1 hereof.

(189211)

**"Initial Units"** shall have the meaning set forth in Section 3.1 hereof.

**"Institutional First Mortgagee"** means a bank, savings and loan association, insurance company, mortgage banker, real estate or mortgage investment trust, pension fund, Developer and its corporate affiliates, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, Veterans Administration, Federal Home Administration, or any other lender, or its loan correspondent or agency of the United States Government, holding, guaranteeing or insuring a first mortgage on a Condominium Parcel or Condominium Parcels.

**"Insurance Trustee"** shall have the meaning set forth in Section 15.1 hereof.

**"Insured Property"** shall have the meaning set forth in Section 15.3.1 hereof.

**"Land"** means the Initial Land and the Additional Land.

**"Landscaping"** or **"Landscaped"** shall mean all landscaping within the Condominium. All Landscaping shall be part of the Common Elements.

**"Limited Common Elements"** means those Common Elements which are designated by this Declaration for the exclusive use of a certain Unit or Units to the exclusion of other Units.

**"Monitoring System"** shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of the Condominium. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, wireless communication to Units, or any combination thereof. THE PROVISION OF A MONITORING SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN THE CONDOMINIUM. DEVELOPER, ASSOCIATION, AND COMMUNITY ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY MONITORING SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY UNIT OWNER AND THE OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT DEVELOPER, ASSOCIATION, AND COMMUNITY ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF UNIT OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN THE UNITS. DEVELOPER, ASSOCIATION, AND COMMUNITY ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

**"Northern Palm Beach County Improvement District"** or **"NPBCID"** shall have the meaning set forth in Section 11 hereof.

**"Parking Spaces"** shall have the meaning set forth in Section 3.1 hereof.

**"Permit"** shall mean South Florida Water Management District Permit No. 50-01329-S-16, a copy of which is attached hereto as **Exhibit 8**.

**"Person"** means any individual, partnership, joint venture, firm, corporation, association, trust or other enterprise, or any government or political subdivision or agency, department or instrumentality thereof.

**"Phases"** shall have the meaning set forth in Section 3.1 hereof.

**"Proposed Buildings"** shall have the meaning set forth in Section 3.1 hereof.

**"Proposed Parking Spaces"** shall have the meaning set forth in Section 3.1 hereof.

**"Proposed Phases"** shall have the meaning set forth in Section 3.1 hereof.

**"Proposed Units"** shall have the meaning set forth in Section 3.1 hereof.

**"Reciprocal Easement Agreement"** shall mean the Reciprocal Easement Agreement, dated June 22, 2004 by and between Emerald Dunes Golf, L.L.C. and WPB Land Holdings, LLC, recorded on June 24, 2004 in Official Record Book 17161, Page 311, as amended by the First Amendment to Reciprocal Easement Agreement, dated June 22, 2004, by and between Emerald Dunes Golf, L.L.C. and WPB Land Holdings, LLC, recorded on June 24, 2004 in Official Record Book 17161, Page 358.

**"Recreational Facilities"** shall have the meaning set forth in Section 3.1 hereof.

**"Rules"** shall mean any rules and regulations duly promulgated from time to time by the Board pursuant to its powers under any of the Condominium Documents.

**"SFWMD"** shall mean the South Florida Water Management District.

(98211)

**"Special Assessment"** means any Assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.

**"Surface Water Management System"** means the surface water management system located on the Land and described in the SFWMD Permit.

**"Telecommunications Provider"** shall mean any party contracting with Association to provide Unit Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

**"Telecommunications Services"** shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

**"Telecommunications Systems"** shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Condominium. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennas, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

**"Telephony Services"** shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

**"Title Documents"** shall have the meaning given to such term in Section 49 herein.

**"Toll Calls"** shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

**"Turnover"** shall have the meaning given such term in the By-Laws which is attached hereto as Exhibit 5.

**"Unit"** means a part of the Condominium Property which is subject to exclusive ownership and which is further described in Section 3.1 hereof.

**"Unit Owner"** or **"Owner"** means the record owner(s) of legal title to a Condominium Parcel.

**"Use Fees"** shall have the meaning set forth in Section 13.7 hereof.

**"Utilities"** shall include, but not be limited to, Telecommunication Services, gas, electricity, water and sewage and garbage and trash disposal. The inclusion of any of the foregoing in the description of Utilities is for illustration purposes only, and not a guaranty that any of such services will be available to the Condominium.

**"Voting Interest"** shall mean the voting rights appurtenant to each Unit, which is one (1) vote per Unit regardless of the number of Unit Owners with respect to such Unit.

Any initially capitalized terms not defined above shall have the same meaning set forth in the Community Declaration.

### 3. Description of the Condominium Property.

3.1 Location and General Description of the Condominium Property. The Condominium is located in Palm Beach, Florida, and will be developed in phases. Phase 1 (the **"Initial Phase"**) will consist of the Land described on Exhibit 1 hereto. The improvements to the Initial Phase will include one (1) two-story building (the **"Initial Building"**) containing, in addition to the Common Elements therein, an aggregate of twelve (12) two-story units (the **"Initial Units"**). If constructed and added to the Condominium, the subsequent phases (the **"Proposed Phases"**) and together with the Initial Phase, the **"Phases"**) will include a maximum of an additional twenty-three (23) two-story buildings (the **"Proposed Buildings,"** and together with the Initial Building, the **"Buildings"**). The number of Units intended to be included in each Proposed Building is set forth in Section 50 below (collectively, the **"Proposed Units,"** and together with the Initial Units, the **"Units"**). The Proposed Units will not be less than 1,100 square feet nor more than 1,607 square feet. The Units will be either A, AR, B1, B2, C1, C2, D, DR, E, ER, F1, FR, F1R or F3 type. The purchase contract for each Unit will identify the Unit type. The maximum number of Units to be included in the Condominium is one hundred eighty-five (185). The Initial Phase will also include twenty-seven (27) surface parking spaces (the **"Initial Parking Spaces"**). If constructed and added to the Condominium by an amendment to this Declaration, the Proposed Phases will include an additional three hundred ninety (390) surface

Declaration of Condominium for  
The Links at Emerald Dunes, a Condominium  
Page 4

DM2429287.9

(108211)

parking spaces (the "Proposed Parking Spaces," and together with the Initial Parking Spaces, the "Parking Spaces") as well as a swimming pool, a pool cabana containing the men's and women's bathrooms servicing the swimming pool, a child play area and an additional recreational area (the "Recreational Facilities"). The Proposed Phases, Proposed Buildings, Proposed Units, Proposed Parking Spaces and Recreational Facilities will become part of the Condominium Property if, when and to the extent added to the Condominium by an amendment to this Declaration executed and filed in accordance with Section 6.1.5 hereof. However, because many factors which affect future development are not foreseeable (for example, changes in consumer tastes and demand, availability of financing, shortage or unavailability of fuel, labor or materials), nothing contained in this Declaration shall be construed as obligating the Developer to construct and/or submit such Proposed Phases, Proposed Buildings, Proposed Units, Proposed Parking Spaces and Recreational Facilities to the Condominium. Moreover, the Developer reserves the right, but not the obligation, at any time to expand or add and submit to the Condominium any additional recreational or commonly used facilities as the Developer deems appropriate. Neither the consent of the Unit Owners of the Condominium nor the Association shall be required for any such expansion or addition. The cost of any such expansion or addition shall be borne exclusively by the Developer. The Developer is not obligated, however, to expand or add such facilities.

3.2 No Time Shares. Time share estates will not be created or permitted within the Condominium. Pursuant to the Reciprocal Easement Agreement, the Developer has agreed, on its own behalf and on behalf of each Unit Owner, not to object to the development by Emerald Dunes Golf, L.L.C., or its affiliates and/or assigns, of time share or fractional units within portions of the Community other than the Condominium Property.

3.3 Recreation Areas and Facilities. The Condominium may include Recreational Facilities if the same are added to the Condominium by amendment to this Declaration executed and filed in accordance with Section 6.1.5 hereof. Developer may but is not obligated to, construct additional Recreational Facilities. The Recreational Facilities are for the exclusive use of the Unit Owners of the Condominium, their tenants and/or guests.

RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED BY  
DEVELOPER WITHOUT CONSENT OF UNIT OWNERS OR  
ASSOCIATION.

3.4 Survey and Graphic Description of the Condominium Property. A copy of the survey and site plan of the Condominium showing the location of the Phases, together with graphic descriptions of the Initial Units, are set forth on Exhibit 2 to the Declaration of Condominium. The graphic descriptions of the Proposed Units are set forth on Exhibit 7 hereto.

3.5 Units. If all phases are completed, the maximum number of Units to be included in the Condominium is one hundred eighty-five (185). The configuration of the Initial Units is described on Exhibit 2 hereto. The proposed configuration of the Proposed Units is described on Exhibit 7 hereto. The Buildings are each identified by number ("1" through "24") and the Units are identified by a three or four digit number (with the first digit or first two digits (depending on how many digits are in the number of the Building in which such Unit is located) representing the number of the Building in which such Unit is located and the last two (2) digits representing the number of the Unit ("01" through "12," as applicable)). The boundaries of each Unit are as follows:

3.5.1 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:

3.5.1.1 Upper Boundaries. The horizontal plane of the lowest surface of the unfinished ceiling slab (which will be deemed to be the ceiling of the second story of each Unit in the Condominium).

3.5.1.2 Lower Boundaries. The horizontal plane of the highest surface of the unfinished floor slab (which will be deemed to be the floor of the first floor of each Unit in the Condominium).

3.5.1.3 Except as provided in subsection 3.5.1.1 and 3.5.1.2 above, no part of the floor of the second story of a Unit, ceiling of the bottom story of a Unit, or stairwell adjoining the two (2) floors or structural interior walls shall be considered the boundary of a Unit.

3.5.2 Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the boundary lines defined and depicted in Exhibit 2 extended to an intersection with each other and with the upper and lower boundaries. Any non-loadbearing portion of a perimeter wall inside the perimetrical boundary of a Unit shall be deemed a part of the Unit.

3.5.3 Apertures. Where there are apertures in any boundary including, but not limited to, windows, doors, screens, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials.

3.5.4 Heating/Air-Conditioning Equipment and Water Heater. The heating/air conditioning equipment and the water heater serving a Unit shall form a part of the Unit where such equipment is located. The maintenance of any such equipment shall be the sole responsibility of the Unit being served.

3.5.5 Terraces, Courtyards, Patios and Hallways. The terraces, courtyards, and patios, if applicable, and interior hallways providing access to units, shall not form a part of a Unit as such areas are Limited Common Elements.

(11/9/211)

3.5.6 Air-Conditioner Air Handling Equipment. In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air handling equipment (located adjacent to the Building) exclusively serving the Unit.

3.5.7 Exceptions. Any piping or other fixtures which are located within one Unit but which service another Unit or Units and the reinforced concrete portions of any load-bearing columns or walls within a Unit shall be Common Elements.

3.5.8 General. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units shall control in determining the boundaries of a Unit, except that the provisions of Sections 3.3.2 and 3.5.2 above shall control unless specifically depicted and labeled otherwise on such survey.

3.5.9 Certain Items Exclusively Serving a Unit. In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air conditioning equipment wherever located exclusively serving the Unit, and all doors, windows, glass, screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.

3.6 Common Elements. The Common Elements include:

3.6.1 The portions of the Condominium Property which are not included within the Units.

3.6.2 Easements through Units for conduits, ducts, plumbing, pipes, wiring and other facilities for the furnishing of Utilities and other services to Units and Common Elements.

3.6.3 An easement of support in every portion of the Unit which contributes to the support of the Building.

3.6.4 The property and installations required for the furnishing of Utilities and other services to more than one Unit or to the Common Elements.

3.6.5 Limited Common Elements; provided, however, Limited Common Elements are not accessible by all Unit Owners.

3.6.6 Fixtures owned or held for the common use, benefit and enjoyment of all Unit Owners in the Condominium.

3.6.7 Meter rooms, electrical rooms and mechanical rooms.

3.6.8 Trash rooms and trash chutes.

3.6.9 The Surface Water Management System.

3.6.10 All unassigned Parking Spaces.

3.6.11 All other parts of the Condominium Property designated as Common Elements in this Declaration or in the Exhibits attached hereto.

3.7 Limited Common Elements. Each Unit shall have certain Limited Common Elements appurtenant thereto.

3.7.1 Terraces, Courtyards and Patios. The terraces, courtyards and/or patios which are accessible from a Unit shall be for the exclusive use of the Unit Owner owning such Unit. There is no guarantee that any Unit shall have any specific view.

3.7.2 Mailboxes. Each Unit shall be assigned one (1) mailbox ("Mailboxes"). Upon such assignment, the Mailbox so assigned shall be deemed a Limited Common Element of the Unit and the Unit Owner's right to use such Mailbox shall become an appurtenance to the Unit. The exclusive use of any such Mailbox may not be conveyed or assigned to another Unit or Unit Owner.

3.7.3 Entryways, Walkways. The non-structural portions of the interior of each of the entryways within the Condominium that provide direct access to Units shall be Limited Common Elements for the exclusive use of the Unit Owners owning the Units that are directly accessible from each of the applicable entryways.

3.7.4 Parking Spaces. Each Unit shall be entitled to the exclusive use of two (2) Parking Spaces which Developer shall assign to such Unit. Each Parking Space shall be identified by the Arabic number assigned to such space. Developer shall have the right to assign additional Parking Spaces to particular Units in the Condominium for additional consideration paid by the Unit Owner. All assignments of Parking Spaces shall be made by instrument in writing placed in the official records of Association but shall not be recorded in the Public Records of County. Upon such assignment, the Parking Space so assigned shall be deemed to be a Limited Common Element of the Unit and the Unit Owner's right to use of such Parking Space shall become an appurtenance to the Unit. After exclusive use of any such Parking Space is assigned by Developer, it may not be conveyed, assigned or encumbered except as an appurtenance to the Unit to which it is assigned, without the prior

(128211)

written approval of Association. Further, a Unit Owner may give up his exclusive right to use a Parking Space by written instrument, in a form approved by Association, stating that Unit Owner gives up Unit Owner's exclusive right to use such Parking Space and that it shall henceforth be a Common Element. The instrument shall not be recorded in the Public Records of County, but rather, shall be placed in the official records of Association. Thereafter, Association, in its sole discretion, may assign, with or without consideration, such Parking Space to another Unit Owner as a Limited Common Element. Notwithstanding the foregoing, any assignment of a Parking Space which would result in a Unit Owner having less than one (1) Parking Space will be null and void.

3.7.5 Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one (1) Unit or more than one (1) Unit, shall be deemed a Limited Common Element of the Unit(s) served and shall be maintained by such Owner. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Association and shall be binding and conclusive when so made.

3.8 Easements. The following easements are hereby created (in addition to any easements created under the Act and any easement affecting the Condominium Property and recorded in the Public Records of County).

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

3.8.2 Utilities and Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for Utilities, other services, and drainage in order to serve the Condominium and/or members of Association. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such Utilities, other services or drainage facilities or the use of these easements.

3.8.3 Encroachments. An easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of any Unit Owner including, without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment. Encroachments may result from construction of the Improvements; setting or shifting of the Improvements; any alteration or repair to the Common Elements made by or with the consent of Association, and/or any repair or restoration of the Improvements (or any portion thereof) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements.

3.8.4 Ingress and Egress. Non-exclusive easements in favor of each Unit Owner and resident, their guests and invitees shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. Each Unit Owner shall have reasonable access to the public roads from the Condominium. None of the easements specified in this Section shall be encumbered by any leasehold or lien other than those on the Condominium Parcels.

3.8.5 Construction; Maintenance. Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion, from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, of any Improvements or Unit located or to be located thereon.

3.8.6 Use of the Condominium. As long as Developer, its successors, assigns or nominees offers any units in the Condominium for sale in the ordinary course of business, Developer, its agents, nominees, designees, successors, and assigns shall have the right to use Units not closed and the Common Elements of the Condominium for marketing and sales purposes. By way of example, and not as a limitation, Developer, its successors, assigns, nominees and/or designees may maintain model units and sales offices within any portion of the Condominium, show model units and the Common Elements to prospective purchasers and tenants of the Units and erect on the Condominium Property signs and other promotional material to advertise Units or other property within the Community offered for sale or lease by Developer, its designees, successors and assigns. Developer reserves the right to use any Units not closed as temporary accommodations for, but not limited to, prospective purchasers. Such temporary accommodations shall not be considered a leasing of the Unit and shall not be subject to Section 18.8 hereof.

3.8.7 Maintenance of Air-Conditioner Air Handling Equipment. Non-exclusive easements in favor of each Unit Owner shall exist over and across the land adjacent to the Building for the purpose of granting access for Unit Owner to maintain and/or repair Unit Owner's air-conditioner air handling unit which is located adjacent to the Building in which the respective Unit is located.

3.8.8 Additional Easements. Developer and Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints Developer and Association as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric, gas, other Utilities or service easements, or relocate any existing easements or drainage facilities in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as Developer or Association shall deem necessary or desirable for the proper operations and maintenance of the Improvements, or any portion

(138211)

thereof, or for the general health or welfare of the Unit Owners, or for the ongoing development of the Condominium, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. Association has the authority without the joinder of any Unit Owners, to grant, modify or move any easement in and about the Common Elements.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, membership in Association designated in this Declaration, with the full voting rights appertaining thereto, and except as provided herein, the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from and shall pass with the title to the Unit, whether or not separately described. All of these aforesaid appurtenances to a Unit, except as elsewhere provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.

5.1 Undivided Share in the Common Elements and Common Surplus. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is as set forth in Exhibit 3 attached hereto and made a part hereof. As reflected thereon, in determining the fractional ownership interest of a Unit, the numerator is always the number one (1) and the denominator represents the total number of Units which have been submitted to the Condominium at such time. Accordingly, a Unit Owner's percentage interest will decrease if, when and to the extent the Proposed Units are added to the Condominium.

5.2 Voting. Each Unit shall be entitled to one (1) vote to be cast by its Unit Owner(s) in accordance with the provisions of the By-Laws and Articles. Each Unit Owner shall be a member of Association.

6. Amendment by Association.

6.1.1 Proposal. Amendments to this Declaration may be proposed by the Board by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board which is properly noticed and open to all Unit Owners at which a quorum is present or by the Owners of a majority of the Units, whether by vote of such Owners as members of Association at a special or regular meeting of the members or by written instrument signed by them.

6.1.2 Notice. Notice of the subject matter of the proposed amendment to this Declaration shall be included in the notice of any regular or special meeting of Association at which such proposed amendment is to be considered.

6.1.3 Adoption. Except as elsewhere provided, approval of an amendment must be by affirmative vote of:

6.1.3.1 Unit Owners owning in excess of fifty percent (50%) of the Voting Interests represented at any meeting at which a quorum has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the Board; or,

6.1.3.2 Unit Owners owning not less than eighty percent (80%) of the Voting Interests represented at any meeting at which a quorum has been attained; or,

6.1.3.3 Prior to the date upon which Unit Owners other than Developer control the Board, one hundred percent (100%) of the Board. Notwithstanding the foregoing, if the Act requires Unit Owner approval for the amendment being considered, then the amount of Unit Owner approval required under the Act will also be necessary for the approval of the amendment.

6.1.4 Not Present. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

6.1.5 Proposed Phases. Notwithstanding anything contained in this Declaration to the contrary, Developer reserves the right to amend this Declaration for the purpose of adding the Proposed Phases to the Condominium. At any time after the improvements to the Proposed Phases have been substantially completed, if at all, Developer may create and execute an amendment to this Declaration declaring one or more of the Proposed Phases part of the Condominium. The power and rights reserved to Developer herein may be exercised by Developer without the joinder or consent of any Unit Owner. Moreover, notwithstanding anything contained in this Declaration to the contrary, no amendment of this Declaration shall decrease the rights or interests or increase the duties or obligations of the Proposed Phases or Proposed Units prior to their submission to this Condominium without the prior written consent and joinder of the Developer. Finally, for so long as any Proposed Phases or Proposed Units have yet to be submitted to this Condominium (and Developer has not given the notice required under Section 718.403(3) of the Condominium Act regarding its intent not to do so), Developer may, without joinder or consent of the Condominium Association or any Unit Owner or mortgagee, adopt and record an

(14/02/11)

amendment to this Declaration relating solely to such Proposed Phases or Proposed Units which does not materially affect the rights of Owners, lienors or mortgagees of the Units then-submitted to this Condominium.

6.2 By Developer. For so long as Developer is offering any Units in the Condominium for sale in the ordinary course of business, Developer may, without joinder or consent of Association or any Unit Owner or mortgagee, adopt and record an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially affecting the rights of Unit Owners, lienors or mortgagees. The execution and recording of any amendment by Developer pursuant to this Section shall be effective as provided below unless subsequently rescinded. Without in any way limiting the generality of the foregoing, and except as prohibited by the Act as it exists on the date hereof (e.g., those actions governed by Section 718.110(4) and (8) of the Florida Statutes (2005), as long as Developer is offering one or more Units in the Condominium for sale in the ordinary course of business, Developer shall have an absolute right to make any amendment to this Declaration including, without limitation, any amendments that are requested or required by the Federal Home Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or any other governmental or quasi-governmental body which owns or expects to own one or more institutional first mortgages on Units or to insure the payment of one or more such mortgages or that are requested or required by any Institutional First Mortgagee or prospective Institutional First Mortgagee to enhance the marketability of its first mortgages on Units to one or more of the foregoing.

6.3 Execution and Recording. An amendment, other than amendments made by Developer pursuant to the Act or this Declaration, shall be evidenced by a certificate of Association which shall include recording information identifying this Declaration and shall be executed in the form required for the execution of a deed. Amendments by Developer must be evidenced in writing, but a certificate of Association is not required. An amendment of this Declaration is effective when properly recorded in the Public Records of County.

6.4 Procedure. The procedure for adopting amendments and the form of all amendments shall be in conformance with the requirements of the Act.

6.5 Restrictions on Amendments.

6.5.1 No amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit or change the percentage by which the Unit Owner shares the Common Expenses and owns the Common Elements and Common Surplus, unless a majority of the total Voting Interests of Association, including all of the Voting Interests of Units affected by such amendment join in the execution of the amendment; provided, however, as such approval shall be required if such amendment is required by any governmental entity having jurisdiction over the Condominium.

6.5.2 No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to Developer, without the written consent of Developer. This provision may not be amended.

6.5.3 No amendment shall materially affect the rights or interests of Institutional First Mortgagees or SFWMD without their prior consent, which shall be evidenced as provided in the Act and which shall not be unreasonably withheld. It shall be presumed that, except as to those matters set forth in Sections 718.110(4) and (8) of the Florida Statutes (2005), amendments to the Declaration do not affect the rights or interests of Institutional First Mortgagees.

7. Maintenance and Repairs. Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

7.1 Units. Each Unit Owner shall maintain, repair and replace, as necessary and whether ordinary or extraordinary, all portions of his Unit, including but not limited to fixtures, screens, both sides of windows accessible from the Unit (e.g., windows accessible from a balcony or patio, if any, are the responsibility of the Unit Owner), all screen doors, and all other doors and door hardware within or affording access to a Unit, that portion of the mechanical, electrical (including all wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment (including the air handling equipment exclusively serving a Unit which is on the roof of the Building), thermostats, fixtures and outlets, smoke alarms, appliances, carpets and other floor covering lying within the boundaries of the Unit, all interior surfaces including interior partitions (and, in general, the entire interior of the Unit) at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Windows which are not accessible to Unit Owners (by way of example, the exterior of any window that cannot be reached from the balcony) shall be washed by Association and the cost thereof shall be a Common Expense. Notwithstanding the obligation of Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by Association for loss of or damage to or within Units (if any such insurance is available) shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance. All maintenance, repairs and/or replacements for which Unit Owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to, but not obligated to, perform the necessary work at the cost of the Unit Owner and shall be entitled to access the Unit for that purpose. Association reserves the right to, but is not obligated to, enter into a service contract with an entity that will be available to provide minor maintenance or repair services to the electrical, plumbing, and heating and air-conditioning equipment. The service contract may also provide for minor maintenance and repair services to all appliances

(158211)

originally provided by Developer. There is no guarantee that the service contract will be in place or that all of the items listed will be covered under the service contract. The Unit Owner will continue to be responsible for the maintenance and repair of any item not covered under a service contract. The cost of a service contract, if in place, will be a Common Expense of Association.

7.2 Air-Conditioner Air Handling Equipment; Specific Unit Owner Responsibility. As provided in Section 3.5.6 hereof, the air conditioner air handling equipment located adjacent to the Building is deemed to be included as part of the Unit that it is exclusively serving; accordingly, the maintenance obligations set forth in Section 7.1 above apply to the air-conditioner air handling equipment. The obligation to maintain and repair any heating and air conditioning equipment, plumbing or electrical fixtures or other items of property which service a particular Unit or Units shall be the responsibility of the applicable Unit Owners, individually, and not Association, without regard to whether such items are included within the boundaries of the Units.

7.3 Limited Common Elements.

7.3.1 General Maintenance Requirements. Each Unit Owner shall maintain, repair and replace, as necessary and whether ordinary or extraordinary, all non-structural portions of Limited Common Elements exclusively serving his or her Unit, excluding Parking Spaces and Mailboxes (which does not include interior hallways), including but not limited to fixtures, light bulbs, ceiling fans, screen doors, and screening within such Limited Common Element, if applicable, and all other doors within or affording access to a Limited Common Element, that portion of the electrical (including wiring), plumbing, if any (including fixtures and connections), fixtures and outlets, appliances, floor covering lying within the boundaries of the Limited Common Element, all interior surfaces (and, in general, the entire interior of the Limited Common Element) at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to perform the necessary work at the cost of the Unit Owner and shall be entitled to access to the Limited Common Element for that purpose.

7.3.2 Terraces, Courtyards and Patios. The Units may have access to a terrace, courtyard and/or patio. The Unit Owner shall be responsible for maintenance and care of the terraces, courtyards and patios including, without limitation, all wiring, electrical outlets, lighting fixtures, flooring, and screening, if applicable. A Unit Owner may install floor coverings (e.g., tile) within a terrace and/or patio after obtaining the prior written approval of the Board as more particularly explained in Section 9 hereof. The Board shall be responsible for approving the design, structural integrity, aesthetic appeal and construction details, or otherwise, which approval may be unreasonably withheld. No changes whatsoever can be made to these areas without the permission of Association, which may be withheld for any reason. Although these terraces, courtyards and patios may appear to be part of the applicable Unit, such terraces, courtyards and patios must be accessible at all times to Association, maintenance persons such as window washers, police, fire rescue workers and such other persons as Association may allow access for the safety, welfare or health of the Unit Owners and/or Association. There is no guarantee that the terraces, courtyards and patios will be free from noise or private. Association shall be responsible for maintaining all structural components of the terraces, courtyards and patios including, without limitation, any rebar running through or underneath such facilities.

7.3.3 Parking Spaces, Mailboxes, and other Limited Common Elements. Unless otherwise provided in this Declaration, Association shall be responsible for performing necessary maintenance, repairs and replacements, and keeping in clean and orderly condition, all Parking Spaces, Mailboxes, or other facilities, if any, designated herein as Limited Common Elements, and the cost of the same shall be treated as Common Expenses assessed against all Unit Owners.

7.4 Common Elements. Except to the extent expressly provided to the contrary herein, or if proceeds of insurance are made available therefor, or except as provided in the Community Declaration, all maintenance, repairs and replacements in or to the Common Elements and Limited Common Elements (other than certain of the Limited Common Elements as provided above, and otherwise as provided in this Declaration) shall be performed by Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners. The Association shall maintain, repair, replace and keep in clean and orderly condition the fence to be constructed by the Developer around the perimeter of the Condominium Property, as required by the Reciprocal Easement Agreement. Association will also maintain and repair a mass transit shelter and a school bus shelter adjacent to Vista Parkway.

7.5 Association's Right of Access to Units. Association has the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements, or for making emergency repairs which are necessary to prevent damage to the Common Elements, Limited Common Elements or to another Unit or Units.

7.6 Requirements. All work performed on the Condominium Property or any portion thereof shall be in compliance with all applicable governmental building and zoning requirements. All plumbing and electrical maintenance, repairs, and replacements shall be made only by entities and/or individuals duly insured, licensed, if applicable, and qualified to perform such services.

7.7 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Elements or Limited Common Elements are defective in any

(168211)

respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Elements or Limited Common Elements and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Elements or Limited Common Elements deemed defective by Developer during its inspections of the same. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree are a fair and reasonable remedy. Notwithstanding the foregoing, Association shall have all rights and remedies available under Chapter 718, Florida Statutes, including Sections 718.303(1) and 718.506, Florida Statutes, and, with respect to claims alleging a "construction defect" (as defined in Section 558.002(4), Florida Statutes) the provisions of Chapter 558 of the Florida Statutes shall apply.

7.8 Surface Water Management System. Without limiting the provisions of Section 7 hereof, it is acknowledged and agreed that the Surface Water Management System is part of the Common Elements of the Condominium. The Surface Water Management System will be operated and maintained by the Association and the cost thereof will be a Common Expense of the Association. Such maintenance shall be performed in accordance with the requirements of the SFWMD Permit. No amendment to this Declaration which would affect the Surface Water Management System shall be effective unless the Association has received a written determination from SFWMD that such amendment does not necessitate a modification of the SFWMD Permit, or such a modification has been issued. If wetland mitigation, maintenance or monitoring is required by the SFWMD Permit or otherwise, the Association shall be required to carry out such obligations successfully, including meeting all SFWMD Permit conditions associated with wetland mitigation, maintenance and monitoring and maintaining any financial assurances required in connection therewith. The Association shall take action against any Owner as necessary to enforce the conditions of the SFWMD Permit. SFWMD shall have the right to take enforcement action, including a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the Surface Water Management System or any mitigation under the responsibility or control of the Association. Copies of the SFWMD Permit and any future SFWMD permit actions shall be maintained by the Registered Agent for the Association for the benefit of the Association.

8. Provisions of Community Declaration. Each Unit Owner is subject to all of the terms and conditions set forth in the Community Declaration, all of which, to the extent appropriate, are incorporated herein by reference. The Community Association shall have all rights of pedestrian and vehicular access, ingress and egress over and upon the Condominium Property necessary to exercise its rights and privileges under the Community Declaration.

9. Architectural Control by Association. Any alterations, additions and improvements to the Condominium Property shall comply with the following:

9.1 Alterations by Unit Owners Other than Developer. No Unit Owner other than Developer (provided Developer shall hold at least one (1) Unit in the Condominium for sale in the ordinary course of business which has not yet been conveyed to a third party homeowner) shall, without first having obtained the written consent of the Board and all required governmental approvals and permits, make any alteration, replacement, decoration, enclosure, or addition in or to the Common Elements (including any Limited Common Element appurtenant to a Unit) or the Unit. Without limiting the generality of the foregoing, no Unit Owner other than Developer, without having first obtained the prior consent of the Board, shall:

9.1.1 change, modify and remove, in whole or in part, replace, reroute, or otherwise affect any column, wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for; or

9.1.2 change, modify or otherwise affect in any manner any mechanical, Utilities, electrical, plumbing, Telecommunication Services, architectural or structural system or element of the Building; or

9.1.3 remove, or change the style, pattern, material, texture or outside color of any door, window, fixture or equipment in or on an exterior of a Unit or Building wall; or

9.1.4 cover, from the inside or outside, the glass or other transparent or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, any and all of which shall conform to building standards and Rules from time to time promulgated by the Board; or

9.1.5 affix to or cover any exterior door or window, or otherwise install on the exterior of any Unit or the Building, any storm or hurricane shutter which has not been approved by Association or any awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance; or

9.1.6 change, modify or otherwise affect in any manner the impact resistant glass windows and sliding glass doors; or

9.1.7 otherwise change, modify or alter the exterior of any Unit or the Building so that it thereby differs in appearance from any other Units of the same type.

(178211)

9.2 Requests for Approval. All requests by Unit Owners for approval of alterations or additions shall be submitted to the Board in writing together with two (2) copies of such plans and specifications as the Board shall require to evaluate the request, and such reasonable fee as from time to time may be fixed by the Board to defray the expenses of reviewing such requests. The Board shall have a period of forty-five (45) days after the date of its receipt of any such request within which to approve or disapprove the same. Any Unit Owner making an addition, alteration, or improvement shall be deemed to have agreed to indemnify and hold Association and all other Unit Owners harmless from all damages and liability which results from such addition, alteration or improvement. In the event any Unit Owner performs any alterations, improvements, or additions without having obtained the consent of the Board, Association shall have all remedies provided by the Act and the right to seek injunctive relief. In addition, Association may remove or modify any such alterations, improvements or additions at the Unit Owner's expense and shall be entitled to access to the Unit for the purpose of doing so.

9.3 Alterations by Association. Whenever, in the judgment of the Board, the Common Elements or any part thereof shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of Fifty Thousand Dollars (\$50,000.00) in the aggregate in any calendar year, Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Voting Interests represented at a meeting at which a quorum is obtained. Any such additions, alterations, or improvements to such Common Elements or any part thereof costing in the aggregate of Fifty Thousand Dollars (\$50,000.00) or less in a calendar year may be made by Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. The dollar cap provided in this Section shall be adjusted annually to take into account changes in the cost of living as reflected in any nationally available Consumer Price Index selected by the Board.

9.4 Alterations by Developer. As long as Developer is offering at least one (1) Unit in the Condominium for sale in the ordinary course of business, Developer shall have the right, without the vote or consent of Association to:

9.4.1 Make structural and non-structural changes, alterations, additions, or improvements in and to the Units owned by Developer and to change the interior design and arrangement of Developer-owned Units; and

9.4.2 Change the size and/or number of Developer owned Units by combining all or part of two (2) or more Developer owned Units or by subdividing one (1) or more Developer owned Units (including any Units resulting from the prior combination of two (2) or more of Developer owned Units) or otherwise, and to reapportion among the affected Developer-owned Units their appurtenant undivided interest in the Common Elements, all only to the extent permitted by and according to the procedures provided in the Act. Any change in the number or size of Developer-owned Units and any reapportionment of that appurtenant undivided interest in the Common Elements shall be reflected by an amendment to this Declaration which shall contain a survey reflecting the change.

10. The District.

10.1 Generally. The Vista Community Development District (the "District") has been (or will be) created and Unit Owners shall be subject to the District. Portions of the Community other than the Condominium may be owned and maintained by the District. In the event that any portion of the Community is owned by the District, such facilities shall not be part of the Common Property (as defined in the Community Declaration) of the Community, but will be part of the infrastructure facilities owned by the District (the "Facilities"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF THE COMMUNITY WILL BE DESIGNATED FACILITIES OF THE DISTRICT. FINAL DETERMINATION OF WHICH PROPERTIES WILL BE FACILITIES MAY NOT OCCUR UNTIL THE DISTRICT IS CREATED. No portions of the Condominium will be owned by the District.

10.2 Creation of the District. The District may issue special assessment bonds (the "Bonds") to finance a portion of the cost of the Facilities. The District is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the District puts residential units and non-residential development of the Community under the jurisdiction of the District. The District may be authorized to acquire, finance, fund, install, equip, extend, construct or reconstruct water and sewer facilities, stormwater drainage system and other infrastructure projects and services necessitated by the development of, and serving lands within the Community (collectively, the "Public Infrastructure"). The estimated design, development, construction and acquisition costs for the Facilities may be funded by the District in one or more series of municipal bond financings utilizing Bonds or other revenue backed bonds. The District may issue both long-term debt and short term debt to finance the Public Infrastructure. The principal and interest on Bonds may be repaid through non ad valorem special assessments ("District Debt Service Assessments") levied on all benefiting properties in the District, which property has been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds ("District Revenue Bonds") may be repaid through user fees, franchise fees or other use related revenues. In addition to Bonds, the District may also impose an annual non ad valorem special assessment to fund the operations of the District and the maintenance and repair of its Public Infrastructure and services ("District Maintenance Special Assessments").

10.3 District Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Palm Beach County and disbursed to the District. The homestead exemption is not applicable to the

(188211)

District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will be determined by the District. Any future District assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a lien against the Unit. Failure to pay such sums may result in loss of property. The District may construct in part or in whole, by the issuance of Bonds, certain facilities which may consist of roads, utilities, landscaping and/or drainage system, as the District determines in its sole discretion.

10.4 Common Areas of the Community and Facilities Part of District. No portion of the Condominium will be conveyed to the District. However, portions of the Common Property (as defined in the Community Declaration) of the Community may be conveyed to the District. Such Facilities will be part of the District and the District shall govern the use and maintenance of the Facilities. ANY CONVEYANCE OF COMMON PROPERTY OF THE COMMUNITY TO THE DISTRICT SHALL IN NO WAY INVALIDATE THE COMMUNITY DECLARATION. The establishment of the District and the inclusion of Facilities in the District will obligate each Owner to become responsible for the payment of District Debt Service Assessments and District Maintenance Special Assessments for the acquisition, construction and operation of the Facilities as set forth in this Section.

10.5 Facilities Owned by District. The Facilities may be owned and operated by the District or owned by the District and managed by Community Association. The Facilities may also be owned by a governmental entity other than the District. The Facilities shall be used and enjoyed by Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Facilities.

11. Improvement District. The Condominium is located within the Northern Palm Beach County Improvement District (the "NPBCID"), an independent special district of the State of Florida created by the Florida Legislature in 1959 to facilitate the financing, construction and operation of infrastructure improvements including storm water management systems, water and wastewater facilities, roads and environmental preserves. Community Association and NPBCID have entered into a Maintenance Agreement, as recorded in Official Records Book 10429 at Page 485 of the Public Records (the "Maintenance Agreement") whereby the Community Association will be responsible for all the costs and liabilities of maintaining NPBCID's public improvements as set forth in NPBCID's Unit No. 5A Water Management Plan. However, in the event that (a) the Community Association fails to carry out the requirements of the Maintenance Agreement, (b) a *force majeure* (e.g. a hurricane, tornado, fire, freeze damage, drought, flood) damages the public improvements within the Community and/or (c) there is an emergency, NPBCID reserves the right to again assume full control and responsibility as to some or all of the public improvements within the Community. The costs of maintaining and/or replacing such improvements and services shall be paid by special assessments levied against Units within the NPBCID. Such special assessments may be collected at the same time and in the same manner as ad valorem taxes.

12. Operation of the Condominium by Association; Power and Duties; Limitation Upon Liability of Association. Association shall be the entity responsible for the operation of the Condominium. The powers and duties of Association shall include those set forth in the Articles and By-Laws. Notwithstanding the duty of Association to maintain and repair parts of the Condominium Property, Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair caused by any condition of the Condominium Property.

13. Assessments. Association has been granted the right to make, levy and collect Assessments against the Unit Owners to provide the funds necessary for the proper operation and management of the Condominium. The following provisions shall govern the making, levying and collecting of such Assessments for Common Expenses, and the payment of the costs and expenses of operating and managing the Condominium by Association.

13.1 Determination of Assessments. The Board shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner shall be liable for his or her share of all Common Expenses which shall be in the same percentage as his or her ownership of the Common Elements.

13.2 Association as Unit Owner. Should Association become the Unit Owner of a Unit, the Assessment which would otherwise be due and payable to Association by the Unit Owner of such Unit, reduced by the amount of income which may be derived from the leasing of such Unit by Association, shall be apportioned and the Assessment therefor levied ratably among the Owners of all Units which are not owned by Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to the Unit owned by Association.

13.3 Time for Payment. The Assessment for Common Expenses levied against each Unit Owner shall be payable in monthly installments or at such time as shall from time to time be fixed by the Board. The Unit Owner is responsible for the payment of Assessments as of the date that such Unit Owner closes on the purchase of the Condominium Parcel.

(198211)

13.4 Annual Budget. The Board shall, in accordance with the By-Laws of Association, establish an annual budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium and all property owned by Association, if not an expense of another association, including, to the extent required by law or when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves, and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit Owner, and the Assessment for the year shall be based upon such budget; provided, however, that failure to deliver a copy of the budget to a Unit Owner shall not affect the liability of such Unit Owner for the Assessments. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the Assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional Assessment or Assessments as it shall deem necessary. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws. Additionally, the charges for Telecommunication Services, if any, to be provided to all of the Units of the Condominium, shall be deemed to be a Common Expense if not an expense of another association (i.e., Community Association). The Board in determining the amount of the Assessments payable by the Unit Owners shall be authorized to include such charges in the estimated operating budget for the Condominium. Accordingly, the provisions contained in Section 14 of this Declaration with respect to the collection of Assessments shall be applicable to the charges for Telecommunication Services if the same are not expenses of and paid by the Community Association.

13.5 Reserve Funds. The Board, in establishing each annual budget, shall include therein sums to be collected and maintained as reserve funds for the repair and replacement of Common Elements and personal property held for the joint use and benefit of the Owners of all Units as required by the Act. Developer may vote to waive reserves or reduce the funding of reserves in accordance with the rights and obligations set forth in the Act.

13.6 Special Assessments. The specific purpose or purposes of any Special Assessment approved in accordance with this Declaration, Articles or By-Laws shall be set forth in a written notice of such Special Assessment sent or delivered to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

13.7 Use Fees. The Board has the right, but not an obligation, to establish use fees ("Use Fees") from time to time for the exclusive use of any portion of the Common Elements, and/or the services of a concierge. Alternatively, the Board may elect not to charge Use Fees and include the costs of all or any of the foregoing in Common Expenses, which will then be shared by all Unit Owners in accordance with their percentage interest in the Common Elements.

#### 14. Collection of Assessments.

14.1 Delinquency or Default. The payment of any charges or Assessment or installment thereof due to Association shall be in default if not paid to Association on or before the date due. When in default, the delinquent charges, Assessments or installments thereof shall bear interest at the highest rate permissible by law until the same, and all interest due thereon, have been paid in full.

14.2 Personal Liability of Unit Owner. The Owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to Association for the payment of all charges for Assessments for Common Expenses, regular or special, interest on such delinquent charges, Assessments or installments thereof as above provided, and for all costs of collecting the charges, Assessments and interest thereon, including reasonable attorneys' fees, paraprofessionals fees and costs (at the trial and appellate levels) whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

14.3 Liability not Subject to Waiver. No Unit Owner may exempt himself from liability for any Assessment or charge levied against such Unit Owner and his or her Unit by waiver of the use or enjoyment of any of the Common Elements, Limited Common Elements, or property owned by Association, or by abandonment of the Unit, or in any other manner.

14.4 Lien for Assessment. Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and upon any Limited Common Elements appurtenant to any such Unit, which lien shall and does secure the monies due for all: (1) Assessments levied against the Unit and the Unit Owner(s), thereof, and (2) interest, if any, which may become due on delinquent Assessments or charges owing to Association, and (3) reasonable costs and expenses, including actual attorneys' fees, paraprofessionals' fees and costs (at the trial and appellate levels) which may be incurred by Association in enforcing its lien upon the Unit and its appurtenances. The lien granted to Association may be established and foreclosed in the Circuit Court in and for County, and in any suit for the foreclosure of such lien, Association shall be entitled to seek an order of court that it is entitled to (i) collect rent from the Unit Owner if the Unit Owner remains in possession of the Unit after a judgment of foreclosure is entered and (ii) obtain the appointment of a receiver for such Unit to collect the rent if the Unit is leased or rented during the pendency of the foreclosure action. No foreclosure judgment may be entered against a Unit Owner until at least thirty (30) days after Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments and/or charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments and/or charges, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, Association may not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and

(2008211)

inquiry Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees, paraprofessional fees and costs as permitted by law. The notice requirements of this Section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

14.5 Recording and Priority of Lien. The lien of Association shall be effective from and after recording in the Public Records of County a claim of lien stating the name and address of Association, the description of the Unit numbered thereby, the name of the record Unit Owner, the amount and the date when due, and shall continue for one (1) year unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction, in which case the lien shall continue until such action is brought to completion. Such claims of lien shall include Assessments and charges which are due and which accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, plus interest, costs, attorneys' fees and paraprofessional fees all as above provided. Such claims of lien shall be signed and verified by an officer or agent of Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording Association's claim of lien.

14.6 Effect of Foreclosure or Judicial Sale. Subject to the provisions of Section 14.9 hereof, a Unit Owner, regardless of how title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments which come due while he or she is the Unit Owner, and is also jointly and severally liable with the previous Unit Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the current Unit Owner may have to recover from the previous Unit Owner the amounts paid by the current Unit Owner.

14.7 Effect of Voluntary Transfer. When a Unit Owner proposes to lease, sell or mortgage the Condominium Parcel in compliance with other provisions of this Declaration, Association, upon written request of Unit Owner shall furnish to the proposed lessee, purchaser or mortgagee, a statement verifying the status of payment of any Assessment or charge which shall be due and payable to Association by the Unit Owner. Such statement shall be executed by any officer of Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and Association shall be bound by such statement. In the event that a Unit is to be leased, sold or mortgaged at the time when payment of any Assessment or charge against the Unit Owner and the Unit which is due to Association shall be in default (whether or not a claim of lien has been recorded by Association) then the rent, proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the lessee, purchaser or mortgagee first to payment of any then delinquent Assessment or charge or installment thereof due to Association before payment of the balance of such rent, proceeds of sale or mortgage to the Unit Owner responsible for payment of such delinquent Assessment. With any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and charges against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

14.8 No Election of Remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent Assessment or charge shall not be deemed to be an election by Association which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of a suit at law to attempt to effect collection of any sum then remaining owing to it.

14.9 Institutional First Mortgagee.

14.9.1 The liability of an Institutional First Mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of: (i) the Unit's unpaid regular periodic Assessments for Common Expenses which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not yet been received by Association; or (ii) one percent (1%) of the original mortgage debt. The provisions of this Section shall not apply unless the Institutional First Mortgagee joins Association as a defendant in the foreclosure action. Joinder of Association is not required if, on the date the complaint is filed, Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discoverable by the first mortgagee.

14.9.2 The Institutional First Mortgagee or its successor or assignees acquiring title shall pay the amount owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle Association to record a claim of lien against the Unit and proceed in the same manner as provided in this Section for the collection of unpaid Assessments.

14.9.3 The provisions of this subsection shall not be available to shield an Institutional First Mortgagee from liability for Assessments in any case where the unpaid Assessments sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage.

14.9.4 In the event of the acquisition of title to a Unit by foreclosure or judicial sale or by deed in lieu of foreclosure, any Assessment or charges as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Unit Owners as a part of the Common Expenses, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent Assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

(218211)

14.10 Developer's Liability for Assessments.

14.10.1 Developer shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale for a period beginning with the recording of this Declaration and ending the earlier of the date upon which Unit Owners control the Board or when Interval No. 3 (as described below) expires (the "Guarantee Expiration Date"), provided that the regular monthly Assessments for Common Expenses imposed on each Unit Owner other than Developer shall not increase during the following intervals of time over the amount set forth for each interval:

14.10.1.1 Interval No. 1 shall commence with the recording of this Declaration and end on December 31st of the year that this Declaration is recorded. The Assessments for Common Expenses shall not increase over \$230.00 per Unit per month during Interval No. 1.

14.10.1.2 Interval No. 2 shall commence on January 1st following the year when Interval No. 1 ends and end on December 31st of that same year. The Assessments for Common Expenses shall not increase over \$264.50 per Unit per month during Interval No. 2.

14.10.1.3 Interval No. 3 shall commence on January 1st following the year when Interval No. 2 ends and end on December 31st of that same year. The Assessments for Common Expenses shall not increase over \$304.18 per Unit per month during Interval No. 3.

14.10.2 Developer shall be obligated to pay any amount of Common Expenses actually incurred during such periods and not produced by the Assessments at the guaranteed levels receivable from Unit Owners. The Guarantee Expiration Date may be unilaterally extended by Developer for one or more successive periods of six (6) months each until such time as Developer does not own any Units in the Condominium, provided that the regular monthly Assessments for Common Expenses equally imposed on each Unit Owner other than Developer shall not increase over the amount provided in Interval No. 3.

14.10.3 No funds receivable from Unit purchasers or Unit Owners payable to Association or collected by Developer on behalf of Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the estimated operating budget for the first twelve (12) months of operation contained in the Offering Circular (Prospectus) delivered to Unit purchasers or Unit Owners when Unit purchasers or Unit Owners contracted to purchase a Unit, if applicable, shall be used for payment of Common Expenses prior to the Guarantee Expiration Date. This restriction shall apply to funds including, but not limited to, capital contributions, reimbursements for utility deposits or start-up funds collected from Unit purchasers at closing. If an audit of the Association's financial records performed for the period which includes the Guarantee Expiration Date (including any extensions thereof), reveals that Developer has funded a greater amount than required under this Section, then any such excess shall be promptly refunded to the Developer by Association.

14.11 Possession of Unit. Subject to Association's rights under this Declaration and under law, any person who acquires an interest in a Unit, except Institutional First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof) including, without limitation, persons acquiring title by operation of law, shall be entitled to occupancy of the Unit and enjoyment of the Common Elements.

14.12 Certificate of Unpaid Assessments. Association shall provide a certificate stating all Assessments, Special Assessments and other moneys owed to Association by the Unit Owner with respect to the Condominium Parcel, within fifteen (15) days after request by a Unit Owner or Institutional First Mortgagee.

15. Insurance. Insurance covering portions of the Condominium Property shall be governed by the following provisions:

15.1 Insurance Trustee. At any time the Board shall have the option to appoint a bank or trust company in Florida with trust powers to act as its insurance trustee ("Insurance Trustee") hereunder. Insurance Trustee and Association shall enter into a written agreement outlining the duties and obligations of Insurance Trustee and Association with respect to the requirements of this Declaration. Insurance Trustee (if appointed) shall not be liable for payment of insurance premiums, nor for the renewal or the sufficiency of insurance policies nor for the failure to collect any insurance proceeds. If Association does not appoint an Insurance Trustee, Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. The sole duty of Insurance Trustee shall be to receive such proceeds of property insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of Association, Unit Owners and their respective mortgagees, to be disbursed as herein provided. Association shall pay a reasonable fee to Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit Owners as a Common Expense. Insurance Trustee shall be liable only for its willful misconduct or gross negligence, and then only for such money as may come into the possession of Insurance Trustee.

15.2 Named Insured. The named insured shall be Association, individually, and as agent for Unit Owners covered by the policy, without naming them and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be additional insureds but only in their respective capacities at Unit Owners and mortgagees. Named as an insured may also be Association's authorized representative, on behalf of Association, including Insurance Trustee or any successor to Insurance Trustee.

15.2.1 Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to Insurance Trustee (if appointed), or to Association (if no Insurance

(228211)

Trustee is appointed), and all policies and endorsements thereto shall be deposited with Insurance Trustee (if appointed) or otherwise with Association.

15.2.2 Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy.

15.3 Coverage. Association shall maintain insurance covering the following:

15.3.1 Property Insurance. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units initially installed, or replacements thereof, of like kind or quality in accordance with the original plans and specifications therefor, or as it existed at the time the Unit was initially conveyed if the original plans and specifications are not available, but excluding floor coverings, wall coverings and ceiling coverings, all furniture, furnishings, electrical fixtures, appliances, air-conditioning or heating equipment, water heaters, built-in cabinets or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and all Improvements located on the Common Elements from time to time, together with all service machinery contained therein (collectively, the "Insured Property"), shall be insured, to the extent available, in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof, excluding foundation and excavation costs so that there will be no co-insurance applicable. The insurance policy shall provide a replacement cost valuation. Such policies may contain reasonable deductible provisions as determined by the Board (and approved by Developer so long as Developer holds a Unit in the Condominium for sale in the ordinary course of business). Such coverage shall afford protection against loss or damage by fire and other hazards covered on an all-risk basis.

15.3.2 Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board, but with combined single limit liability of not less than \$2,000,000 for each occurrence. The limits required herein can be satisfied by using an umbrella liability policy. Each policy shall have a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

15.3.3 Workers' Compensation Insurance. Workers' compensation including employer's liability in an amount determined by the Board and other mandatory insurance, when applicable.

15.3.4 Flood Insurance. Flood insurance if required or Association so elects.

15.3.5 Fidelity Insurance. Fidelity insurance, if required under the provisions of the Act, covering all Directors, officers and employees of Association and managing agents who handle Association funds, if any.

15.3.6 Directors and Officers Insurance. Directors and officers insurance, if desired and/or required under the provisions of the Act, covering all Directors, officers and employees of Association, for claims arising out of their alleged "wrongful acts."

15.3.7 Windstorm Coverage. Windstorm coverage if required or Association so elects.

15.3.8 Other Insurance. Such other insurance as the Board shall determine from time to time to be desirable.

15.3.9 Waiver of Subrogation. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right of subrogation against Association and against the Unit Owners individually and as a group.

15.4 Premiums. Premiums upon insurance policies purchased by Association shall be paid by Association as a Common Expense. Premiums may be financed in such manner as the Board deems appropriate.

15.5 Proceeds. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit.

15.6 Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

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

15.7.1 Expenses of the Trust. All expenses of Insurance Trustee (if appointed) shall be first paid or provisions shall be made therefor.

(238211)

15.7.2 Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them. Regardless of any delay in disbursement, only Unit Owners holding title at the time of any disbursement of insurance proceeds shall have any rights to the same.

15.7.3 Failure to Reconstruct or Repair. If elsewhere it is determined in the manner provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 15.7.2 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners. This is a covenant for the benefit of any Institutional First Mortgagee of a Unit and may be enforced by them.

15.7.4 Certificate. In making the distributions to Unit Owners and their mortgagees, Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President or Vice President or Association's attorney as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution. Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President or Vice-President or Association's attorney to determine whether or not the damaged property is to be reconstructed or repaired.

15.8 Association as Agent. Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to purchase and maintain insurance policies, adjust all claims arising under insurance policies purchased by Association, collect and appropriately distribute the proceeds of insurance policies, execute and deliver releases upon the payment of claims and execute any document necessary for the performance of any of the insurance provisions of the Condominium Documents. Association may designate Insurance Trustee to act as the attorney-in-fact.

15.9 Unit Owners Personal Coverage. Unit Owners should obtain insurance coverage at their own expense upon the property lying within the boundaries of their Unit, parking space(s) and storage space(s), if applicable, including, but not limited to, their personal property, all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning and heating equipment, air conditioner air handling equipment, water heaters and built-in cabinets. Unit Owners should also obtain personal liability and living expense insurance. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against Association. Unless Association elects otherwise, the insurance purchased by Association shall not cover claims against a Unit Owner due to accidents occurring within his or her Unit, parking space(s) or storage space(s), if any, nor casualty or theft loss to the contents of such Unit, parking space(s) or storage space(s), if any. It shall be the obligation of the individual Unit Owner, if such Unit Owner so desires, to purchase and pay for insurance as to all such other risks not covered by insurance carried by Association.

16. Reconstruction or Repair After Fire, Acts of Terrorism or Other Casualty.

16.1 Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property, the Board shall arrange for the prompt repair and restoration of the Insured Property; provided, however if seventy-five percent (75%) or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning eighty percent (80%) of the applicable interests in the Common Elements vote not to proceed with the repair or restoration thereof, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit, and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of Association; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his or her share of such funds all mortgages and liens on his or her Unit in the order or priority of such mortgages and liens.

16.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements; or if not, then in accordance with the plans and specifications approved by the Board, and if the damaged property which is to be altered is the Building, by a majority of Unit Owners. Notwithstanding the foregoing, each mortgagee of a Unit which will be altered shall have the right to approve the plans for the alteration, which approval shall not be unreasonably withheld.

16.3 Unit Owner Responsibility. If there is damage to those parts of the Condominium for which the responsibility of maintenance and repair is that of the Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair. In all other instances, the responsibility for all necessary reconstruction and repair shall be that of Association.

16.4 Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which Association has the responsibility of reconstruction and repair, Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(249211)

16.5 Special Assessments and Additional Charges. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by Association, or if at any time during reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments on account of damage to the Insured Property shall be in proportion to all of the Unit Owners' respective shares in the Common Elements.

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

16.6.1 Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is less than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs upon the order of the Board; provided, however, that upon request to Association by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage as set forth in Section 16.6.2 below.

16.6.2 Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is equal to or more than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Section 16.6.1 above, but then only upon the further approval of an architect qualified to practice in Florida and employed by Association to supervise the work.

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

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

17. Condemnation.

17.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with Insurance Trustee (if appointed).

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

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 17 specifically provided.

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

17.4.1 Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Unit Owner.

17.4.2 Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Unit Owner and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and such mortgagees.

(258211)

17.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

17.5.1 Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagee in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to Association for any due and unpaid Assessments and Special Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

17.5.2 Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

17.5.3 Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appertenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus equally among the reduced number of Unit Owners (and among reduced Units).

17.5.4 Special Assessments. If the balance of the award (after payments to the Unit Owner and such Unit Owner's mortgagee as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Unit Owners after the changes in the Condominium affected by the taking. The Special Assessments shall be made in proportion to the applicable percentage shares of those Unit Owners after all adjustments to such shares affected pursuant hereto by reason of the taking.

17.5.5 Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagee of the Unit and Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Unit Owners who will not continue after the taking, in proportion to the applicable percentage shares of such owners as they exist prior to the adjustments to such shares affected pursuant hereto by reason of the taking.

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

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

17.8 Amendment of Declaration. The changes in Units, in the Common Elements, in the Limited Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are affected by the taking shall be evidenced by an amendment to this Declaration that is only required to be approved by and executed upon the direction of a majority of the Board.

18. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

18.1 Assumption of Risk. Without limiting any other provision in this Declaration, each person within any portion of the Common Elements accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Elements including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees, shrubbery, or other buildings (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Condominium, and (e) design of any portion of the Condominium. Each person also expressly indemnifies and agrees to hold harmless Developer, Association, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or relating to the person's use of the Common Elements including, without limitation, attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Elements do so at their own risk. BY ACCEPTANCE OF A DEED, EACH UNIT OWNER

(26 9 2011)

ACKNOWLEDGES THAT THE COMMON ELEMENTS OR SURROUNDING AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING UNIT OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH UNIT OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

18.2 Awnings, Canopies and Shutters. No awning, canopy or shutter, including hurricane or storm shutters, shall be attached or affixed to the exterior of a Unit unless such awning, canopy or shutter has been approved by the Board in writing. Association shall only approve the installation of white accordion style hurricane shutters. Hurricane shutters approved by Association may only be installed and remain in place during a hurricane or hurricane watch or alert, and such shutters must be opened by the respective Unit Owner thereof within forty-eight (48) hours thereafter, and if not so opened by a Unit Owner, such shutters may be opened by Association at the expense of such Unit Owner. The Board has the absolute discretion to approve or disapprove such awning, canopy, or shutter provided; however, the Board must approve the installation or replacement of hurricane shutters conforming to the hurricane shutter specifications adopted by the Board. Without limiting the generality of the foregoing, in no event shall shutters or other coverings be left closed during the seasonal or other absence of the Owner or other occupant of the Unit. By virtue of the fact that this restriction has been included in this Declaration as originally recorded, and therefore, is binding upon initial and subsequent Owners who acquire title to the Units, or other possessory interest therein, with full knowledge thereof, the Association or Golf Course Owner shall in no manner be liable for an alleged failure to permit hurricane shutters or other coverings to be used as security measures. No windows on any structures which are visible from the Golf Course shall have reflective window coverings. Notwithstanding the generality of the foregoing, the windows within all Units contain hurricane shutters; however, Unit types B and C contain two (2) oval windows and Unit type F contains one (1) oval window whereby hurricane shutters cannot be properly secured to such oval windows. As such, the oval windows within Unit types B, C and F are impact resistant glass windows and do not need hurricane shutters.

18.3 Barbecue Grills. Barbecue grills are prohibited on any portion of the Condominium.

18.4 Bicycles. Bicycles may not be stored in the balconies or in any place that causes the bicycle to be visible from the exterior of the Building. Bicycles are not permitted in the hallways, if any, of the Condominium.

18.5 Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes of which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners.

18.6 Effect on Developer; Association. The restrictions and limitations set forth in this Section 18 shall not apply to Developer or to Units owned by Developer unless the Rules of the Act as it currently exists require otherwise. Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 18 for good cause shown.

18.7 Exterior Improvements; Landscaping. Without limiting the other provisions hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the Building (including, but not limited to, awnings, signs, storm shutters, furniture, fixtures, and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Board; provided, however, a removable United States of America flag and removable official flags that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed as permitted by the Act. Prior to placing or affixing satellite dishes or antennas within a Unit or on the Limited Common Elements of the Unit, Unit Owner shall obtain Association's written approval. Due to the restrictions set forth in Section 18.14.4 relative to affixing satellite dishes or antennas, Association will in no way consent to satellite dishes or antennas being affixed in a way that penetrates the post tension concrete slab system.

18.8 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

18.9 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by Association and shall provide that Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles and By-Laws of Association, applicable Rules or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by Association. Unit Owners are responsible for providing to their tenants copies of all such documents or instruments. Leasing of Units shall also be subject to the prior written approval of Association, as more particularly explained in Section 19.2 hereof. No Unit may be leased more than three (3) times per year. Each lease must be for a minimum period of six (6) months. No subleasing or assignment of lease rights by the tenant is permitted. Association may also charge a reasonable fee to offset the costs of a background check on tenant. As a condition to the approval by Association of a proposed lease of a Unit, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent (or such greater amount permitted from time to time by the Act) be deposited into an account maintained by Association as permitted by the Act. The security deposit shall protect against damages to the Common Elements or Association Property. A security deposit held by Association under this Section 18.9 shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. The Unit Owner will be jointly and severally liable with the tenant to Association for any amount in excess of such sum which is required by Association to effect such

(278211)

repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases shall also comply with and be subject to the provisions of Section 18.8 hereof.

18.10 Litter. No article of personal property shall be hung or shaken from the doors or windows of any Unit. No Unit Owner shall sweep or throw from his Unit any dirt or any other materials. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Common Elements except closed containers deposited in chutes or placed for pick-up in accordance with Rules promulgated by the Board.

18.11 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 Condominium Property by residents. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property.

18.12 Pets. Each Unit may house up to one (1) animal, in the aggregate, which may only be domestic cats and/or dogs with a weight of not more than twenty-five (25) pounds per animal, unless such animals are of a breed prohibited by County, City or any other ordinance. Further, each Unit may house fish and/or two (2) domestic (household type) birds, as long as the fish and birds are kept indoors and do not become a source of annoyance to other Unit Owners. Pets shall not be allowed on or about the Common Elements except on a leash of no longer than six (6) feet or when being carried by their owner. No pets shall be left unattended in or on the balcony, patio or other similar area even if the area has been enclosed. No reptiles, wildlife, amphibians, poultry or livestock shall be raised, bred or kept on the Condominium Property. No pets or other animals shall cause or be the source of annoyance, nuisance or disturbance to any other owner or occupant. Each pet owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep an animal or pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance to other residents of the Condominium or in any way causes any damage to the property. Unit Owners may provide in a lease that tenants shall not be permitted to keep or have pets of any kind. The pet restrictions provided for herein apply to pets visiting a Unit and pets permanently housed in a Unit. Notwithstanding the foregoing, seeing eye dogs shall not be governed by the restrictions in this Section.

18.13 Post Tension Concrete Slab System. The Condominium may be constructed using a post tension concrete slab system. Nothing can be allowed to penetrate the slabs of the Building without the permission of the Board, which may be withheld for any reason.

18.13.1 This means that there can be no penetration into the top or underside of a slab. By way of example, the Units are not designed to allow the installation of a ceiling fan, soffits or lighting in the ceiling unless the same are part of the original construction. No penetration into the surface is permitted in structural walls, columns and floors. Each Unit Owner indemnifies and holds harmless Association and every other Unit Owner from any and all damages, liabilities and costs including, without limitation, attorneys' and paraprofessional fees and costs (at all levels including trial and appellate levels), resulting from such Unit Owner's improper penetration of any slab within the Condominium.

18.13.2 Trellis work and lattice work are not permitted if penetration that will in any way affect the post tension concrete slab system is required.

18.13.3 The installation of hurricane shutters may be restricted. There may be restrictions as to the types of installation permitted and the method of fastening the hurricane shutters to the Building.

18.13.4 Satellite dishes and antennas shall not be affixed in a way that penetrates the post tension concrete slab system.

18.14 Rules and Regulations. Reasonable Rules concerning the use of the Condominium Property may be made and amended from time to time by a majority vote of the Board. Copies of such Rules and amendments thereto shall be furnished by Association to all Unit Owners and residents of the Condominium upon request.

18.15 Signs. No signs, advertisement, notice, lettering or descriptive design of any kind shall be displayed or placed upon any part of the Condominium Property except in a place, style and manner approved by the Board in its sole discretion.

18.16 Units. Each Unit shall be used as a residence only, except as otherwise herein expressly provided, and no commercial occupation or activity may be carried on in any Unit except as such occupation or activity is permitted to be carried on by Developer under this Declaration. Notwithstanding the foregoing, a Unit may contain a home office so long as no business invitees visit the Unit and the home business activities do not pose a nuisance to other Unit Owners and residents. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, in addition to such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner of or employee of such partnership, (iv) the fiduciary or beneficiary of such trust or other fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, in addition to such person's families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. "Families" or words of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, children, grandchildren, unmarried couples and housekeepers. In no event shall occupancy (except for temporary occupancy

(11288211)

by visiting guests) exceed two (2) persons per bedroom. The Board shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

18.17 Utility Addition. No additional utility fixture or improvement including, without limitation, any water, sewage, electrical, air conditioning or heating system, line, duct, conduit, pipe, or wire shall be added to service any Unit without the prior written consent thereto by the Board.

18.18 Weight and Sound Restriction.

18.18.1 Unless installed by Developer or otherwise first approved by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers and bathrooms. Installation of hard surfaced floor coverings (other than by Developer) in any other areas must have sound absorbent padding approved by the Board, or a less dense floor covering, such as carpeting, must be used in such areas. Use of a hard and/or heavy surface floor covering in a location other than the foyer or the bathrooms must be submitted to and approved by the Board and also meet applicable structural requirements.

18.18.2 Also, the installation of any improvement or heavy object must be submitted to and approved by the Board and be compatible with the overall structural design of the Building.

18.18.3 The installation of a waterbed must be submitted and approved by the Board. The Board has the absolute right to deny the installation of the waterbed due to the weight restrictions affecting the Condominium. If the installation of a waterbed is approved by the Board, the Board may require Unit Owner to carry flotation insurance as is standard in the industry in an amount deemed reasonable to protect Unit Owner, Association and other Unit Owners against personal injury and property damage to the Unit and the rest of the Condominium.

18.18.4 The Board may require a structural engineer to review certain of the proposed improvements, with such review to be at the Unit Owner's sole expense. The Board will have the right to specify the exact material to be used on balconies and patios. Any use guidelines set forth by Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and Association has the right to require immediate removal of violations. Applicable warranties of Developer, if any, shall be voided by violations of these restrictions and requirements.

18.18.5 Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. By way of example, certain fans in the Condominium may run continuously, causing noise and vibration. Noise from stairwells and elevator operation is normal for this type of building. Flushing toilets, generators, high heels walking on tiles or marble, alarms, pumps and intermittent fans all make noise and vibrations which will be noticeable to some Unit Owners. These sounds are normal, and to be expected. Volumes and pitches may vary, and are not guaranteed. Developer does not make any representation or warranty as to the level of sound transmission between and among Units and other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases Developer from any such warranty and claim for loss or damages resulting from sound transmission.

18.19 Wetlands, Lakes and Water Bodies. Subject to any governmental approvals and regulations, Unit Owners may not fish from the banks of the lakes, canals, ponds and streams located within the Golf Course. Any other use of the lakes, canals, ponds and streams located within the Golf Course is subject to approval by governmental authorities having jurisdiction and Northern Palm Beach County Improvement District and the Golf Course Owner, including, without limitation, swimming, boating, playing or use of personal flotation devices or golf ball retrieval. The Golf Course Owner shall not be responsible for any loss, damage, or injury to any person or property arising out of authorized or unauthorized use of lakes, canals, ponds or streams located within the Golf Course.

18.20 Easement for Golf Balls. Every Unit and the Common Elements adjacent to the Golf Course are burdened with an easement permitting golf balls hit from the Golf Course to unintentionally come upon the Unit and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Unit to retrieve errant golf balls; provided, however, if the Unit is fenced or walled, the golfer shall seek the Unit Owner's or occupant's permission before entry. ALL UNIT OWNERS, BY ACCEPTANCE AND DELIVERY OF A DEED TO A UNIT, ASSUME ALL RISKS ASSOCIATED WITH ERRANT GOLF BALLS, AND ALL UNIT OWNERS AGREE AND COVENANT NOT TO MAKE ANY CLAIMS OR INSTITUTE ANY ACTION WHATSOEVER AGAINST THE GOLF COURSE OWNER OR THE GOLF COURSE DESIGNER, OR ANY OTHER PARTY OTHER THAN THE GOLFER WHO CAUSED THE PROPERTY DAMAGE OR PERSONAL INJURY, ARISING OR RESULTING FROM ANY ERRANT GOLF BALLS, ANY PROPERTY DAMAGE OR PERSONAL INJURY THAT MAY BE CAUSED THEREBY, OR FOR NEGLIGENT DESIGN OF THE GOLF COURSE, MODIFICATION OF THE GOLF COURSE OR LOCATION OF THE UNIT OR IMPROVEMENTS THEREON.

18.21 Golf Cart Paths. No persons shall be permitted to jog, walk, bike, roller skate or roller blade along the golf cart paths or any other portion of the Golf Course.

18.22 Golf Course Nuisance. No person shall, at any time the Golf Course is open for play, engage in any activity whatsoever which shall interfere with the players' performance during use of the Golf Course. Further,

(298211)

no obnoxious, unpleasant, unsightly or offensive activity shall be carried on, which shall interfere with golf play. The Golf Course Owner shall have, in its sole discretion, the absolute right to temporarily suspend as a distraction any and all construction activity on the Unit or Common Elements located within seventy five (75) feet of the property line, during professional or sanctioned amateur golf tournaments. The Golf Course Owner shall provide all Unit Owners and builders so affected with fifteen (15) days prior written notice of such golf tournaments and the dates the construction must be suspended. The Golf Course Owner shall have no liability for any additional construction costs incurred by Unit Owners, builders or others during such temporary suspension of construction.

18.23 Play Equipment, Etc. Swing sets, basketball hoops and backboards and similar sporting or playground equipment, playhouses and swing sets, may not be erected or placed on Units which are visible from the Golf Course.

18.24 No Drying. No clothing, laundry or wash shall be aired or dried on any portion of the Condominium Property except on a portion of a Unit which is completely screened from the view of all persons other than those in the Unit itself.

18.25 Pool Enclosures. The use of standard cage screen enclosures is prohibited on Units abutting or facing the Golf Course.

18.26 Flood Lighting. No flood lighting will be directed toward the Golf Course from the Condominium Property without the prior written consent of the Golf Course Owner, in its sole discretion.

18.27 General. The Golf Course is currently operated as a daily fee and/or membership golf course, restaurants, pro-shops and uses ancillary or customary thereto. The Golf Course is privately owned and not a Common Element. Under no circumstances shall Unit Owners begin play from the Condominium Property and the same shall be deemed a trespass. **OWNERSHIP OF A UNIT OR ANY OTHER PORTION OF THE CONDOMINIUM PROPERTY OR MEMBERSHIP IN THE COMMUNITY ASSOCIATION DOES NOT GIVE ANY VESTED RIGHT OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE THE GOLF COURSE, AND DOES NOT GRANT ANY OWNERSHIP, MEMBERSHIP OR USE INTEREST THEREIN.**

18.28 Jurisdiction and Cooperation. It is the intention of Developer that the Community Association, the Association and the Golf Course Owner shall cooperate and assist each other to the maximum extent possible to facilitate the profitable operation of the Golf Course as a daily fee or membership golf course.

18.29 Assumption of Risk and Indemnification. Each Unit Owner, by its purchase of a Unit, hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the Golf Course, including, without limitation: (x) noise from maintenance equipment and it being specifically understood that such maintenance typically takes place around sunrise or sunset, (xi) noise caused by golfers, (xii) use of pesticides, herbicides, fertilizers and effluent irrigation, (xiii) view restrictions caused by planting and maturation of trees, shrubbery and golf course features, such as berms (whether planted or installed prior to Owner's occupancy of a Unit or subsequently planted or installed), (xiv) reduction in privacy caused by constant golf traffic on the Golf Course or the removal or pruning of shrubbery or trees on the Golf Course, (xv) errant golf balls and golf clubs, and (xvi) design of the Golf Course. Further, neither the Golf Course Owner nor any other entity owning or managing the Golf Course shall be liable to any Unit Owner or any other person claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Unit Owner's Unit to the Golf Course, including, without limitation, any claim arising in whole or in part from the negligence of the Golf Course Owner or any other entity owning or managing the Golf Course. **THE UNIT OWNERS HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE GOLF COURSE OWNER AND ANY OTHER ENTITY OWNING OR MANAGING THE GOLF COURSE AGAINST ANY AND ALL CLAIMS BY UNIT OWNER'S VISITORS, TENANTS AND OTHERS UPON SUCH UNIT OWNER'S UNIT.**

18.30 Association Liability. The Association shall be responsible for complying with the obligations under the Reciprocal Easement Agreement if and to the extent that portions of the Residential Property (as defined in the Reciprocal Easement Agreement) have been conveyed to the Association or initial retail purchasers of the residential product.

18.31 Developer Exemption. The rules and regulations set forth herein or otherwise adopted by the Board of Directors shall not apply to Developer, its agents, employees, contractors or designees, to Institutional First Mortgagees, nor to the Units owned by either Developer or such Institutional First Mortgagees.

18.32 Limitation on Amendments and Rules. Sections 18.19 through 18.30 of this Section 18 may not be amended without the written joinder of the Golf Course Owner in such amendment. Further, no other provision of this Declaration can be amended, and no Rule or Regulation of the Association may be adopted or amended, if it alters or impairs the benefits or privileges of the Golf Course, or which is in conflict with any of the provisions of Sections 18.19 through 18.30 of this Section 18 or otherwise affects the rights, benefits or privileges of the Golf Course Owner, in all cases without the Golf Course Owner's joinder therein.

19. Selling, Leasing and Mortgaging of Units. In order to maintain complementary uses, congenial neighbors and to protect the value of Units, the transfer of title to or possession of Units by any Unit Owner shall be subject to the following provisions so long as Association exists, which provisions each Unit Owner covenants to observe:

19.1 Transfers Subject to Approval.

(30 of 211)

19.1.1 Sale. No Unit Owner may dispose of a Unit or any interest therein by sale without approval of Association.

19.1.2 Lease. No Unit Owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease for any period without approval of Association, except as provided in Section 18.9 hereof.

19.1.3 Gift. If any Unit Owner proposes to transfer a Unit by gift, the proposed transfer shall be subject to the approval of Association.

19.1.4 Other Transfers. If any Unit Owner proposes to transfer his or her title, or any interest therein in any manner not heretofore considered in the foregoing subsections, the proposed transfer shall be subject to the approval of Association.

19.2 Approval by Association. To obtain approval of Association which is required for the transfer of Units, each Unit Owner shall comply with the following requirements:

19.2.1 Notice to Association.

19.2.1.1 Sale. A Unit Owner intending to make a bona fide sale of his or her Unit, or any interest therein, shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require. Such notice, at the Unit Owner's option, may include a demand by the Unit Owner that Association furnish a new 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 for sale.

19.2.1.2 Lease. A Unit Owner intending to make a bona fide lease of his or her Unit or any interest therein shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

19.2.1.3 Gift; Other Transfers. A Unit Owner who proposes to transfer his or her title by gift or in any other manner not heretofore considered, shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of the proposed transfer of his or her title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

19.2.1.4 Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, Association at its discretion and without notice may approve or disapprove the sale, lease or other transfer. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.

19.2.1.5 Effect and Manner of Notice. The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser or lessee produced by the Board, as hereinafter provided, that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand delivery to Association which shall give a receipt therefor.

19.2.2 Certificate of Approval.

19.2.2.1 Sale. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of County.

19.2.2.2 Lease. If the proposed transaction is a lease then, within fifteen (15) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the lessee.

19.2.2.3 Devise or Inheritance. Any person who has obtained a Unit by devise or inheritance (except for the spouse, parents or children of the immediately previous Owner of such Unit) shall give to Association notice thereof together with such information concerning the person(s) obtaining such Unit as may be reasonably required by the Board and a certified copy of the instrument by which such Unit was obtained. If such notice is not given to Association, then at any time after receiving knowledge thereof, the Board shall proceed in accordance with Section 18.8 as if it had been given such notice on the date of receipt of such knowledge. Within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the person receiving title by devise or inheritance.

(318211)

19.2.2.4 Gift; Other Transfers. If the Unit Owner giving notice proposes to transfer his or her title by gift or in any other manner, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer of title to the Unit. If approved, the approval shall be upon such terms and conditions as Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the Unit Owner and shall be recorded in the Public Records of County.

19.2.3 Approval of Owner other than an Individual. Inasmuch as the Condominium may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant or the beneficial owners of the entity of the Unit being approved by Association. Any change in such primary occupant or beneficial owners of the Unit shall be deemed a change of ownership subject to Association approval pursuant to this Section.

19.3 Disapproval by Association. Although a Unit Owner complies with the foregoing requirements, Association may disapprove of the transfer. If Association disapproves a transfer or ownership of a Unit, the matter shall be disposed of in the following manner:

19.3.1 Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then, within thirty (30) days after receipt of such notice and information, Association shall deliver by professional courier or hand-delivery, or mail by certified mail, to the Unit Owner an agreement to purchase by Association, or a purchaser approved by Association who will purchase and to whom the Unit Owner must sell the Unit, upon the following terms:

19.3.1.1 The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

19.3.1.2 The purchase price shall be paid by cashier's check or federal wire.

19.3.1.3 The sale shall be closed within ninety (90) days after the delivery or mailing of the agreement to purchase and shall be upon terms no less favorable than the terms of the disapproved contract.

19.3.1.4 If Association fails to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by Association shall default in his or her agreement to purchase, the proposed transaction shall be deemed to have been approved and Association shall furnish a certificate of approval as elsewhere provided.

19.3.2 Lease. If the proposed transaction is a lease, and if the notice of lease given by the Unit Owner shall so demand, then, within fifteen (15) days after receipt of such notice and information, Association shall deliver by professional courier, hand-delivery or mail by certified mail, to the Unit Owner an agreement to lease by Association, or a lessee approved by Association who will lease and to whom the Unit Owner must lease the Unit, upon the following terms:

(1) The rental to be paid by the lessee, to be identified in the agreement, shall be that stated in the disapproved lease.

(2) The lease term, and the other conditions and terms of the lease, shall be those stated in the disapproved lease.

(3) If Association fails to provide a lessee upon demand of the Unit Owner in the manner provided, or if a lessee furnished by Association shall default in his agreement to lease, the proposed transaction shall be deemed to have been approved and Association shall furnish a certificate of approval as elsewhere provided.

19.3.3 Transfer by Gift, Devise or Inheritance. In the event the Board disapproves of such transfer of title by gift, devise or inheritance, the Board shall advise in writing within such thirty (30) day period, the person who has obtained such title of a purchaser or purchaser approved by the Board to purchase the respective Unit at its fair market value. The fair market value of the Unit will be determined by any one of the following methods determined by the Board: (i) by three (3) M.A.I. appraisers, one of whom shall be selected by the proposed purchaser, one by the person holding title, and one by the two (2) appraisers so selected; or (ii) by mutual agreement by the purchaser and the person holding title. All costs for such appraisal shall be paid by the purchaser. The purchase price shall be paid by federal wire or official check and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Board has a purchaser for the respective Unit, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Unit in accordance with the terms of this Declaration. In the event the purchaser furnished by Association shall default in his or her obligation to purchase such Unit, then the Board shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver a certificate of approval therefor.

19.3.4 Other Transfers. If the Unit Owner giving notice proposes to transfer his or her title by gift or in any other manner, then, within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, Association shall deliver by professional courier, hand delivery or mail or by certified mail, to the Unit Owner written notice of the terms and conditions upon which the transfer must be made,

(328211)

including, without limitation, the requirements of Association regarding occupancy of the Unit and by whom the votes in Association affairs may be cast.

19.4 Mortgage. No Unit Owner may mortgage his or her Unit or any interest therein without the approval of Association except to an Institutional First Mortgagee as defined herein. The approval of any other mortgage will not be unreasonably withheld, but approval may be subject to certain conditions imposed by Association.

19.5 Exceptions. The foregoing provisions of this Section shall not apply to a transfer or purchase by an Institutional First Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional Mortgagee or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. With the exception of the approval requirements applicable for leasing a Unit, the provisions of this Section 16 shall not apply to Developer.

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

19.7 Notice of Lien or Suit

19.7.1 Notice of Lien. A Unit Owner shall give notice to Association of every lien upon his or her Unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

19.7.2 Notice of Suit. A Unit Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Unit; such notice is to be given within five (5) days after the Unit Owner receives knowledge thereof.

19.7.3 Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

20. Compliance and Default. Each Unit Owner, every occupant of a Unit and Association shall be governed by and shall comply with the terms of this Declaration, all exhibits attached hereto, and the Rules. Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

20.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his or her negligence or by that of any member of his or her family or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected with respect to such negligence by Association.

20.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of this Declaration, the Articles, the By-Laws, applicable Rules or any other agreement, document or instrument affecting the Condominium Property or administered by Association, in the manner required, Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to the extent permitted by, and in accordance with, the Act, and to sue in a court of law for damages. In addition, Association shall have the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or Limited Common Elements or to another Unit or Units.

20.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or Association to comply with the requirements of the Act, this Declaration, the exhibits attached hereto or the Rules, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, paraprofessional fees and costs (at all levels, including trial and appellate levels) as may be awarded by the court.

20.4 No Waiver of Rights. The failure of Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Act, this Declaration and the exhibits shall not constitute a waiver of their right to do so thereafter.

21. Merger of Condominium and/or Association. When the Board intends to merge the Condominium, or merge Association, the Board shall so notify the Division before taking any action to merge the Condominium or Association. The Condominium may be merged with one or more condominiums to form a single condominium upon (i) the approval of such Voting Interests of each condominium as is required by each declaration for modifying the appurtenances to the Units or changing the proportion or percentages by which the owners of the Condominium Parcels share the Common Expenses and own the Common Surplus, and (iii) the recording of new or amended Articles of Incorporation, Declaration(s) of Condominium and/or By-Laws.

22. Termination of Condominium and/or Dissolution of Association. When the Board intends to terminate the Condominium, or dissolve Association, the Board shall so notify the Division before taking any action to terminate the Condominium or Association. The Condominium shall continue until (i) terminated by casualty loss,

(338211)

condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Unit Owners owning at least eighty percent (80%) of the applicable interests in the Common Elements (after twenty percent (20%) of the Units have been sold to Unit Owners other than Developer, Developer will not vote the Units owned by it for such withdrawal unless the Unit Owners of at least eighty percent (80%) of all other applicable interests in the Common Elements so elect for such withdrawal, at which time Developer may choose to vote either in favor of or against withdrawal from Condominium ownership, as it sees fit). In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interest in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his or her share of such net proceeds all mortgages and liens of his or her Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of Association executed by its President and one other officer of Association, certifying as to the basis of the termination and such certificate shall be recorded among the Public Records of County. Within thirty (30) business days following the recordation of such certificate, Association shall (i) notify the Division of the termination and the date the certificate was recorded, the county where the certificate was recorded, and the book and page number of the public records where the certificate was recorded, and (ii) provide the Division with a copy of the recorded certificate certified by the clerk of County. Notwithstanding the foregoing, the Condominium cannot be terminated nor can the Association be dissolved without the consent of all Institutional First Mortgagees and Developer so long as the Developer holds any Unit for sale in the ordinary course of business. Such prior consent of the Institutional First Mortgagees may not be unreasonably withheld.

23. Additional Rights of Institutional First Mortgagees. In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, after providing adequate proof of their status and upon written request to Association, to:

- o Examine Association's books and records; and require copies of the annual reports and other financial data;
- o Receive notice of Association's meetings and attend such meetings;
- o Receive notice of an alleged default by any Unit Owner, for whom such Institutional First Mortgagee holds a mortgage, which is not cured within sixty (60) days of notice of default to such Unit Owner; and
- o Receive notice of any substantial damage or loss arising from a casualty or a condemnation to any portion of the Condominium Property.
- o Receive notice of any amendment to this Declaration affecting Unit boundaries or changes in Common Elements or terminating the Condominium.
- o Receive notice of the lapse, cancellation or other material modification of any insurance policy maintained by Association.

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

25. Developer's and Association's Additional Rights.

25.1 Marketing Items. Developer, its agents, affiliates, or assignees, and any other person or entity designated by Developer, shall have the right to market Units and other property within the Community in advertisements and other media by making reference to the Condominium, including, but not limited to, pictures or drawings of the Buildings and the Common Elements. All logos, trademarks, and designs used in connection with the Condominium are the property of Developer, and Association shall have no right to use the same after the Turnover Date (as such term is defined in the By-Laws) except with the express written permission of Developer.

25.2 Developer's Limited Right of Entry. Developer shall have the perpetual right to access and enter the Common Elements and Limited Common Elements at any time, even after the Turnover Date, for the purposes of inspection and testing of the Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Association and each Unit Owner shall give Developer unfettered access, ingress and egress to the Common Elements and Limited Common Elements so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Developer shall have the right to make all repairs and replacements deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or

(348211)

otherwise. At no time shall Association and/or a Unit Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Elements or Limited Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise.

25.3 Telecommunications Services

25.3.1 Right to Contract for Telecommunications Services. Community Association has the paramount right to enter into one or more contracts for the provision of a Telecommunications Service for the Condominium and Other Condominiums. In the event that the Community Association does not enter into one or more contracts for the provision of a particular Telecommunications Service for the Condominium within one hundred twenty (120) days after Association has given written notice to Community Association of Association's desire to enter into a contracts for the provision of a particular Telecommunications Service for the Condominium, Association shall have the right but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Service for the Condominium. Prior to the Turnover Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer.

25.3.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon the Condominium Property for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon the Condominium Property for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of the Condominium Property, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of the Common Expenses of Association and shall be assessed as a part of the Assessments. Notwithstanding the foregoing, from and after the Turnover Date, such easements shall be cancelable by Association in accordance with the Act.

25.3.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Elements and/or any Unit to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Elements and/or any Unit disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Elements and/or any Unit immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia National Bank, N.A. on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between Association and a Telecommunications Provider.

25.3.4 Developer's Rights. Each Unit Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners that are not subject to a homeowners association or condominium association in County. Each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

25.4 Monitoring System

25.4.1 Right to Install. Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for each Unit within the Condominium. Prior to the Turnover Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. In the event the Monitoring System is installed by a party other than Developer, each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from such party in connection with the costs of operating and maintaining the Monitoring System. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer. Developer or its nominees, successors, assigns, affiliates, and licensees may install such a Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Turnover Date. In addition, all Unit Owners specifically acknowledge that the Condominium may, but is not obligated to, have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

(358211)

25.4.2 Components. The Monitoring System, if installed, may include a central alarm system, wireless communication to Units, or any combination thereof. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Turnover Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Unit Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or add other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Turnover Date without the prior written consent of Developer.

25.4.3 Part of Common Expenses. If furnished and installed within any Unit, the cost of operating and monitoring any Monitoring System may be included in the Common Expenses of Association and may be payable as a portion of the Assessments against Unit Owners. The purpose of the Monitoring System will be to control access to the Condominium. Each Unit Owner understands that the expense of the Monitoring System may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners in County that are not subject to a homeowners association or condominium association.

25.4.4 Unit Owner's Responsibility. All Unit Owners and occupants of any Unit, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, their nominees or assigns, or any successor Developer, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Unit Owners or Association with respect to such Monitoring System, and the Unit Owners and Association shall not make any claim against Developer for any loss that a Unit Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Unit Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within the Condominium. Developer and Association do not guaranty or warrant, expressly or by implication, the merchantability of fitness for use of any Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Unit Owner and the occupant of each Unit acknowledges that Developer and Association, their employees, agents, managers, directors, and officers, are not insurers of Unit Owners or Units, or the personal property located within the Units. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events. All Owners and occupants of any Unit, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, their nominees or assigns, or any successor Developer, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Unit Owners or Association with respect to such Monitoring System, and the Unit Owners and Association shall not make any claim against Developer for any loss that a Unit Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Unit Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within the Condominium. Developer and Association do not guaranty or warrant, expressly or by implication, the merchantability of fitness for use of any Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Unit Owner and the occupant of each Unit acknowledges that Developer and Association, their employees, agents, managers, directors, and officers, are not insurers of Unit Owners or Units, or the personal property located within the Units. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

26. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONDOMINIUM DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

26.1 IT IS THE EXPRESS INTENT OF THE CONDOMINIUM DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM AND THE VALUE THEREOF;

26.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

(368211)

26.3 THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE CONDOMINIUM (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS). NOTHING IN THIS SECTION 26 SHALL LIMIT THE RIGHT OF ANY UNIT OWNER TO SUE ASSOCIATION FOR ITS OWN NEGLIGENCE OR ITS WILLFUL ACTS OR OMISSIONS OR FOR ANY LIABILITY PROVIDED IN THE ACT ON THE DAY THIS DECLARATION IS RECORDED AMONG THE PUBLIC RECORDS OF COUNTY.

27. Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE CONDOMINIUM DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO CONDOMINIUM DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A UNIT.

28. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A UNIT, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN COUNTY (AS DEFINED IN SECTION 1 OF THIS DECLARATION). DEVELOPER HAS AN OFFICE IN COUNTY AND EACH UNIT IS LOCATED IN COUNTY. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN COUNTY. IN ADDITION TO THE FOREGOING, EACH UNIT OWNER AND DEVELOPER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN COUNTY.

29. Reliance. BEFORE ACCEPTING A DEED TO A UNIT, EACH UNIT OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THE PROVISIONS OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A UNIT, EACH UNIT OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH UNIT OWNER CONFIRMING IN ADVANCE OF ACQUIRING A UNIT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH UNIT OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT THE CONDOMINIUM PROPERTY TO THIS DECLARATION, EACH UNIT OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH A UNIT OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF UNIT OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. NOTWITHSTANDING THE FOREGOING, THIS PROVISION SHALL NOT ABRIDGE ANY RIGHTS PROVIDED BY THE ACT.

30. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE LAND ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE LAND. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE LAND, EACH SUCH UNIT OWNER, OCCUPANT AND USER

(378211)

AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES, OR ANY NOISES RESULTING THEREFROM, SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE LAND WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE LAND HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

31. Blocked View, Trees and Shrubbery. There is no guarantee that any Unit shall have any specific view. The (1) maturation of trees and shrubbery, (2) construction of other condominiums, or (3) construction of any other improvement may partially or entirely block the view of each Unit. Additionally, Developer shall not be responsible for any reduction in privacy caused by the removal or pruning of trees and shrubbery within the Condominium Property. Unit Owners shall not cut down trees and shrubbery nor plant additional trees and shrubbery within the Common Elements or Limited Common Elements.

32. Parking Areas. Due to the climate and annual rainfall in South Florida, and other matters which are beyond Developer's control, it is not unusual to have water accumulation in low level parking areas. Each Unit Owner acknowledges, understands and agrees that any parking areas in the Condominium which are at or below grade may be subject to water accumulation. All efforts will be made to reduce water accumulation and to keep any water accumulation to a minimum, including pumps which operate to remove water accumulation. However, each Unit Owner acknowledges, understands and agrees that such efforts may not completely alleviate water accumulation in the parking areas in the Condominium which are at or below grade.

33. Notices. All notices to Association required or desired hereunder or under the By-Laws shall be sent by certified mail (return receipt requested) or by professional courier with receipt to Association at its office at the Condominium, or to such other address as Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of each Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to Association. All notices are effective upon receipt or refusal to accept receipt.

34. Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation.

35. Mortgagees. Association shall not be responsible to any mortgagee or lienor of any Unit hereunder and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by Association.

36. Exhibits. All exhibits attached to this Declaration shall form a part of this Declaration as if set forth herein.

37. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or applicable Rules, such dispute or litigation shall be governed by the laws of the State of Florida.

38. Construction Matters. All Units and their appurtenant Common Elements have been or will be sold without any Developer warranties whatsoever except as provided in the Act (to the extent such warranties are not effectively disclaimed and remain in effect, if at all). As to such warranties, if any, and as to any claim arising from or connected with the design or construction of any Unit(s), Limited Common Elements, or the Common Elements including, without limitation, failure to build in accordance with any particular plans or specifications or failure to comply with building or other codes, laws, ordinances or regulations (collectively, "Construction Matters"), it shall be a material condition precedent to the institution of any proceeding regarding Construction Matters that (i) the party or parties bringing same shall have first given notice to Developer or other party against whom relief or recovery is sought (the "Defendant") of the specific Construction Matters complained of and what actions are necessary to cure or correct same and (ii) the Defendant shall have been given at least one hundred twenty (120) days (subject to extension by reason of matters beyond the control of the Defendant or because of the nature of the applicable Construction Matter(s) and the time necessary to cure or correct same) in which to cure or correct the applicable Construction Matter(s) and shall have materially failed to do so. If any Construction Matter is not cured or corrected as aforesaid, all applicable parties shall be bound to submit the disputes or claims regarding the Construction Matters at issue solely to binding arbitration in accordance with the Florida Arbitration Code and the rules of the American Arbitration Association and the parties and their successors and assigns shall be bound by the results of such arbitration. Without limiting the general binding effect of this Declaration, each Owner and other person acquiring any right, title or interest in or to any Unit shall be deemed, by virtue of the acceptance of the conveyance, grant, transfer or assignment thereof, to be fully bound by the provisions of this Section 38, as shall Association.

(389211)

39. Eligibility Requirements for Board Membership. Any Director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit. All other Directors must be Unit Owners. A person who has been convicted of a felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for membership on the Board.

40. Execution of Documents; Attorney-in-Fact. Wherever the signature of the President of Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of Association in two separate capacities. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Unit Owner, by reason of the acceptance of a deed to such Unit Owner's Unit, hereby agrees to execute, at the request of Developer and its affiliates, in order to complete the plan of development of the Community, any and all amendments to the existing documents and as they may be hereafter amended; and each such Unit Owner further appoints hereby and thereby Developer as such Unit Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Unit Owner, any and all of such documents or consents that may be required from time to time by the City, County or applicable governmental subdivisions or agencies where the Condominium is located. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of Developer.

41. Concierge and/or Shared Manager. Association may, but is not obligated to, retain a concierge and/or manager to assist the Board in connection with the operations of Association. Without limiting any other provision hereof, Association may hire a concierge who will perform services for individual Unit Owners for which a Use Fee may or may not be charged.

42. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or applicable Rules adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

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

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

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

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

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

48. Community Association. The Condominium Property is part of the Community and is subject to the terms, provisions, covenants, rules, restrictions, limitations, easements and other rights, duties, obligations and interests set forth in, or created by, the Community Declaration (all capitalized terms used in this Section 48 shall have the meaning set forth in the Community Declaration). Each Owner is automatically a member of the Community Association upon acceptance of a deed or other conveyance of a Condominium Unit. The Community Association shall have the power to assess Owner(s) of Condominium Unit(s), either directly or through the Association, for common expenses and other costs of operating and maintaining the Community. The Community Association shall also impose and foreclose liens against the Condominium Unit(s) owned by such Owner(s) in the event such assessments are not paid when due all in accordance with the terms of the Community Declaration. The Owners shall be entitled to use the Common Property of the Community in accordance with and subject to the terms of the Community Declaration and any rules and regulations promulgated by the Community Association. Unit Owners will not have any direct voting rights in the Community Association, but rather, will be represented by the Association in all such matters. WITH RESPECT TO OTHER TERMS, PROVISIONS, COVENANTS, RULES, RESTRICTIONS, LIMITATIONS, EASEMENTS AND OTHER RIGHTS, DUTIES AND OBLIGATIONS OF OWNERS RELATING TO THE COMMUNITY, ALL PERSONS ARE REFERRED TO THE COMMUNITY DECLARATION.

49. Title Documents. Each Unit Owner by acceptance of a deed to a Unit acknowledges that such Unit is subject to certain land use and title documents and all amendments thereto, which may include among other items, the following documents recorded or to be recorded in the Public Records of County (collectively, the "Title Documents"):

49.1 Plat of Vista Center of Palm Beach Plat 3 recorded in Plat Book 68 at Page 128.

49.2 Notice of Adoption of Development Order recorded in Official Records Book 4600 at Page 94, as modified by Revised Notice of Adoption of Development Order recorded in Official Records Book 8799 at Page 1928, as modified by Notice of Repeal of a Notice of Adoption of Development Order recorded in Official Records Book 9752 at Page 397, as modified by Revised Notice of Adoption of Development Order recorded in Official Records Book 10026 at Page 1129, as modified by Revised Notice of Adoption of Development Order recorded in Official Records Book 12848 at Page 97, as modified by Notice of Adoption of Development Order recorded in Official Records Book 13394 at Page 1962, as modified by Notice of Adoption of Development Order recorded in Official Records Book 15886 at Page 1040 and as further modified by Notice of Adoption of Development Order recorded in Official Records Book 16543 at Page 1818.

49.3 Vista Center of Palm Beach Declaration of Protective Covenants recorded in Official Records Book 5900 at Page 1476, as modified by Certificate of Amendment recorded in Official Records Book 6351 at Page 835, as modified by Certificate Regarding Amendment recorded in Official Records Book 9537 at Page 1688, as modified by Amendment recorded in Official Records Book 10327 at Page 1768, as modified by Special Amendment recorded in Official Records Book 12398 at Page 483, as modified by Certificate Regarding Amendment recorded in Official Records Book 13179 at Page 936, as modified by Special Amendment recorded in Official Records Book 13779 at Page 1441, as modified by Special Amendment recorded in Official Records Book 16681 at Page 703 and as further modified by Special Amendment recorded in Official Records Book 16735 at Page 1.

49.4 Non-Exclusive Right of Way Easement recorded in Official Records Book 6076 at Page 819, as affected by Subordination of Easement recorded in Official Records Book 18416 at Page 0262.

49.5 Notice and Disclosure Unit of Development Number 5A Notice and Disclosure of Assessment Authority by Northern Palm Beach County Improvement District recorded in Official Records Book 9224 at Page 321 together with Supplemental Notice and Disclosure of Assessments by Northern Palm Beach County Improvement District for Unit of Development Number 5A recorded in Official Records Book 14357 at Page 839.

49.6 Maintenance Agreement Unit of Development No. 5A (Vista Center) recorded in Official Records Book 10429 at Page 485.

49.7 Reciprocal Easement Agreement recorded in Official Records Book 17161 at Page 311, as amended by First Amendment to Reciprocal Easement Agreement recorded in Official Records Book 17161 at Page 358.

49.8 Golf Cart Path Easement recorded in Official Records Book 17161 at Page 397.

49.9 Standard Potable Water and Wastewater Development Agreement recorded in Official Records Book 17679 at Page 369.

49.10 Public Transit Bus Shelter Boarding and Alighting Area Easement recorded in Official Records Book 18416 at Page 249.

49.11 Removal Agreement for Building Division recorded in Official Records Book 18978 at Page 1226.

49.12 South Florida Water Management District Environmental Resource Permit Notice recorded in Official Records Book 19115 at Page 1989.

49.13 Easement recorded in Official Records Book 19669 at Page 1826.

49.14 Easement recorded in Official Records Book 20220 at Page 0199.

49.15 Notice of Establishment of the Vista Community Development District recorded in Official Records Book 19857 at Page 1289.

ALL DOCUMENTS REFERRED TO ABOVE ARE RECORDED IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Developer's plan of development for the Condominium may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Unit Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Unit Owners, by virtue of their acceptance of deeds irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Unit Owner agrees, by its acceptance of a deed to a Unit: (a) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (b) that such Unit Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents.

Declaration of Condominium for  
The Links at Emerald Dunes, a Condominium  
Page 34

DM2429287.9

(40 of 211)

Without limiting the foregoing, upon the Turnover Date, Association shall assume all of the obligations of Developer under the Title Documents which affect the Condominium unless otherwise provided in the Community Declaration, or by amendment to this Declaration recorded by Developer in the Public Records of County, from time to time, and in the sole and absolute discretion of Developer.

50. Phase Condominium

50.1 Description of Proposed Phases. It is currently intended that the Proposed Buildings, if, when and to the extent constructed and added to the Condominium by an amendment to this Declaration, will be developed in the following order and consist of the following number of Units:

<u>Phase Number</u>	<u>Building Number</u>	<u>Minimum Number Of Units</u>	<u>Maximum Number Of Units</u>
2	2	6	6
3	9	7	7
4	10	7	7
5	22	10	10
6	8	6	6
7	23	10	10
8	11	7	7
9	12	7	7
10	21	10	10
11	7	5	5
12	6	7	7
13	24	10	10
14	20	10	10
15	5	7	7
16	18	12	12
17	19	12	12
18	4	7	7
19	13	4	4
20	14	6	6
21	15	6	6
22	16	6	6
23	17	5	5
24	3	6	6

Developer has not obligated itself to construct the Proposed Phases or Recreational Facilities nor, if any one or more are constructed, has the Developer obligated itself to a precise sequence of construction. However, the Proposed Phases, if constructed and added to the Condominium, must be completed and submitted to the Condominium on or before the seventh (7<sup>th</sup>) annual anniversary of the recording of this Declaration. The Proposed Buildings and Proposed Units may be substantially different from the Initial Buildings and Initial Units. The proposed location and configuration of the Proposed Buildings and Proposed Units are more particularly described on Exhibit 7. However, Developer reserves the right to modify the graphic descriptions attached as Exhibit 7 hereto as to Unit and/or Building types. Moreover, this right will be construed liberally to allow the Developer to correct and adjust any deviations or errors in the configuration of the Proposed Buildings or Proposed Units or the Recreational Facilities to ensure that such Proposed Phases and/or Recreational Facilities, if, when and to the extent added to this Condominium, are accurately described as actually constructed. For example, the mix of Unit types (A, AR, B, B1, B2, C, C1, C2, D, DR, E, ER, F, F1 or FR) reflected in the floor plans and plot plans of each Proposed Building may be different than the mix that is actually constructed and sold. The Developer also reserves the right to make nonmaterial changes in the legal description of the Additional Land. If the Developer elects not to add the Additional Land, Proposed Phases and/or Recreational Facilities to the Condominium, the Developer may improve the Additional Land in any manner conforming to applicable zoning and building codes, rules and regulations, in which case the limitations in this Declaration on the construction of improvements to the Additional Land, including, without limitation, the size and location of Proposed Buildings and Proposed Units and the numbers of them, will not apply or control.

50.2 Description of Recreational Facilities. The Developer intends to construct and provide, as Common Elements, a swimming pool, a pool cabana containing the men's and women's bathrooms servicing the swimming pool, a child play area and an additional recreational area (the "Recreational Facilities"). The swimming pool will have triangular dimensions of at least eight hundred eighty (880) square feet with an average depth of approximately four (4) feet. The maximum capacity of the swimming pool will be thirty (30) people. The swimming pool will be heated. The Developer intends to provide certain pool safety equipment costing approximately one thousand dollars (\$1,000.00). The pool cabana will contain the men's and women's bathrooms and will be approximately two hundred fifty (250) square feet in size. The maximum capacity of the pool cabana will be four (4) people. The child play area will be approximately ten thousand (10,000) square feet in size. The maximum capacity of the child play area will be twenty (20) people. The maximum number of units that will use the Recreational Facilities is one hundred eighty-five (185). The Recreational Facilities are intended to be part of Phase 24. It is intended that the Recreational Facilities will be completed no later than December 2006. Developer reserves the right, but not the obligation, at any time to expand or add and submit to the Condominium any recreational or commonly used facilities as the Developer deems appropriate. Neither the consent of the Unit Owners of the Condominium nor the Association shall be required for any such expansion or addition. The cost of any such expansion or addition shall be borne exclusively by the Developer. The Developer is not obligated however, to expand or add such facilities.

(4/8/11)

50.3 Governance and Ownership Issues. If the Developer elects to add the Proposed Phases to the Condominium, each owner of a Unit in the Proposed Phases will be entitled to a vote (as described in Section 5.2 hereof) and the undivided share of each Unit in the Common Elements and Common Surplus will change (as described in Section 5.1 hereof and on Exhibit 3 hereto).

50.4 Notification. The addition of the Proposed Phases and Recreational Facilities, if, when and to the extent constructed and added to the Condominium, will be accomplished by an amendment to this Declaration executed by Developer without the consent of the Association, any Unit Owner or any Unit Owner's mortgagee as described in Section 6.1.5 hereof. However, Developer will notify the Unit Owners of its decision not to add one or more of the Proposed Phases. Such notice will be sent by first-class mail addressed to each Unit Owner at the address of his, her or its Unit or at his, her or its last known address and/or as otherwise required under Section 718.403(3) of the Act.

50.5 No Amendment. The provisions of this Section 50 may not be amended without the prior written consent and joinder of the Developer.

51. Potable Water and Waste Water. County, or its successors, has the sole and exclusive right to provide all potable water and wastewater facilities and services to the Condominium. All Owners shall exclusively receive their potable water and wastewater service from County and shall pay for the same and shall abide by the terms and intent of the Standard Potable Water and Wastewater Development Agreement recorded in Official Records Book 17679 at Page 369 and the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department for as long as County provides such services to the Condominium. Further, all Owners agree that they will not construct or otherwise make available or use potable water and wastewater service from any source other than that provided by the County.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

(428211)

52. Fuel Station and Maintenance Facility Disclosure. PALM BEACH COUNTY HAS OPERATIONS INDUSTRIAL IN NATURE ON THE NORTH SIDE OF VISTA PARKWAY, WHICH IS DIRECTLY ACROSS FROM THE CONDOMINIUM. THERE IS (1) A FUEL DEPOT THAT IS OPEN ONLY TO COUNTY VEHICLES, BUT WILL OPERATE 24 HOURS PER DAY, 7 DAYS PER WEEK, (2) A THREE STORY WAREHOUSE FOR RECORDS STORAGE AND RETRIEVAL, (3) VEHICLE MAINTENANCE AND REPAIR FACILITIES AND (4) A ROAD AND BRIDGE FACILITY. PORTIONS OF THE CONDOMINIUM, INCLUDING WITHOUT LIMITATION, BUILDING 1, OVERLOOK SUCH OPERATIONS. THE FOREGOING USES WERE APPROVED PRIOR TO THE DEVELOPMENT OF THE CONDOMINIUM. BUYER ACCEPTS THE RISK OF ANY DISTURBANCE FROM SUCH FACILITIES AND AGREES NOT TO SEEK ANY CLAIM AGAINST PALM BEACH COUNTY AND/OR DEVELOPER IN CONNECTION THEREWITH.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 24 day of July, 2006.

WITNESSES:

U.S. HOME CORPORATION, a Florida corporation

Kyrille S. Edwards  
Print name: Kyrille S. Edwards

Sharon Caputo  
Print name: Sharon Caputo

By: [Signature]  
Name: David M. Baselice  
Title: Vice President

[SEAL]

STATE OF FLORIDA

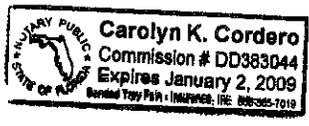
ss:

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24 day of JULY, 2006 by DAVID M. BASELICE, as VICE PRESIDENT of U.S. HOME CORPORATION, a Florida corporation, on behalf of the corporation, who is personally known to me or who produced [Signature] as identification.

My commission expires: 01-02-2009

[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name CAROLYN K. CORDERO



(439211)

JOINDER

THE LINKS AT EMERALD DUNES CONDOMINIUM ASSOCIATION, INC.

THE LINKS AT EMERALD DUNES CONDOMINIUM ASSOCIATION, INC. does hereby join in the Declaration of Condominium for The Links at Emerald Dunes, a Condominium, to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 24 day of July, 2006.

WITNESSES:

THE LINKS AT EMERALD DUNES CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

Kristin Edwards  
Print name: Kristin Edwards

Ellen Dorn  
Print name: Ellen Dorn

By: Sharon Caputo  
Name: Sharon Caputo  
Title: President

[SEAL]

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24 day of JULY, 2006 by SHARON CAPUTO as PRESIDENT of THE LINKS AT EMERALD DUNES CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced \_\_\_\_\_ as identification, on behalf of the corporation.

My commission expires: 01-02-2009

Carolyn K Cordero  
NOTARY PUBLIC, State of Florida  
Print name: CAROLYN K-CORDERO



(448211)

JOINDER

LENNAR HOMES, INC.

LENNAR HOMES, INC., a Florida corporation, does hereby join in the Declaration of Condominium for The Links at Emerald Dunes, a Condominium, to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 24 day of July, 2006.

WITNESSES:

LENNAR HOMES, INC.,  
a Florida corporation

Sharon Caputo  
Print name: Sharon Caputo  
Kristle Edwards  
Print name: Kristle S. Edwards

By: [Signature]  
Name: David M. Baselice  
Title: Vice President

[SEAL]

STATE OF FLORIDA

COUNTY OF PALM BEACH ) SS.:

The foregoing instrument was acknowledged before me this 24 day of July, 2006 by DAVID M. BASELICE as VICE PRESIDENT of LENNAR HOMES, INC., a Florida corporation, who is personally known to me or who produced \_\_\_\_\_ as identification, on behalf of the corporation.

My commission expires: 01-02-2009

[Signature]  
NOTARY PUBLIC, State of Florida  
Print name: CAROLYN K. CORDERO



(45 of 211)

Exhibit 1 (Page 1 of 4)

LEGAL DESCRIPTION AND SKETCH OF CONDOMINIUM

PHASE 1, BUILDING 1, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING at the Northwest corner of said Parcel 5, THENCE South 89°13'11" East, a distance of 355.45 feet to the POINT OF BEGINNING (1):

THENCE South 80°19'42" east, a distance of 12.65 feet to a point on the arc of a non-tangent curve concave to the East, whose radius point bears South 47°56'10" East ;

THENCE Southerly on the arc of said curve having a radius of 28.00 feet, through a central angle of 74°10'17", and an arc distance of 36.25 feet;

THENCE South 32°06'30" East, a distance of 17.15 feet to the beginning of tangent curve concave to the Northeast;

THENCE Southeasterly on the arc of said curve having a radius of 48.00 feet, through a central angle of 29°06'37", and an arc distance of 24.39 feet to a point of tangency to a point of reverse curve with a curve concave to the Southwest;

THENCE Southeasterly on the arc of said curve having a radius of 47.00 feet, through a central angle of 58°13'15", and an arc distance of 47.76 feet;

THENCE Southerly on the arc of said curve having a radius of 48.00 feet, through a central angle of 29°06'37", and an arc distance of 24.39 feet;

THENCE South 32°06'30" East, a distance of 18.42 feet to a point on the arc of a non-tangent curve concave to the West, whose radius point bears South 57°53'20" West;

THENCE Southerly on the arc of said curve having a radius of 109.97 feet, through a central angle of 19°31'56", and an arc distance of 37.49 feet to a point on the arc of a non-tangent curve concave to the Northeast, whose radius point bears North 77°21'39" East;

THENCE Southeasterly on the arc of said curve having a radius of 28.10 feet, through a central angle of 32°25'43", and an arc distance of 15.90 feet to a point on the arc of a non-tangent to the Southwest, whose radius point bears South 44°52'30" West;

THENCE Southeasterly on the arc of said curve having a radius of 52.00 feet, through a central angle of 28°16'41", and an arc distance of 25.66 feet;

THENCE Southeasterly on the arc of said curve having a radius of 28.00 feet, through a central angle of 53°29'42", and an arc distance of 26.14 feet;

THENCE South 15°39'49" West, a distance of 30.07 feet;

THENCE North 74°21'33" West, a distance of 0.28 feet to a point on the arc of a non-tangent curve concave to the South, whose radius point bears South 15°40'15" West;

THENCE Westerly on the arc of said curve having a radius of 24.00 feet, through a central angle of 59°08'05", and an arc distance of 24.77 feet to a point on the arc of a non-tangent curve concave to the North, whose radius point bears North 43°27'33" West;

THENCE Westerly on the arc of said curve having a radius of 52.00 feet, through a central angle of 74°49'12", and an arc distance of 67.90 feet to a point of reverse curve with a curve concave to the South;

THENCE Westerly on the arc of said curve having a radius of 24.00 feet, through a central angle of 59°07'32", and an arc distance of 24.77 feet;

THENCE South 62°14'07" West, a distance of 16.86 feet to the beginning of tangent curve concave to the Southeast;

THENCE Southwesterly on the arc of said curve having a radius of 6.00 feet, through a central angle of 68°17'04", and an arc distance of 7.15 feet to a point of tangency;

DM2429287.9

Declaration of Condominium for  
The Links at Emerald Dunes, a Condominium

(467211)

THENCE South 06°02'57" East, a distance of 0.12 feet;

THENCE South 83°57'03" West, a distance of 105.70 feet;

THENCE South 06°02'57" East, a distance of 0.67 feet to a point on the arc of a non-tangent curve concave to the Southeast, whose radius point bears South 06°55'03" East;

THENCE Southwesterly on the arc of said curve having a radius of 25.33 feet, through a central angle of 48°29'52", and an arc distance of 21.44 feet;

THENCE continue Southerly along the arc of said curve having a radius of 25.33 feet, through a central angle of 39°19'12", and an arc distance of 17.38 feet to a point of compound curve with a curve concave to the Northeast;

THENCE Southeasterly on the arc of said curve having a radius of 4.33 feet, through a central angle of 96°55'07", and an arc distance of 7.32 feet;

THENCE South 78°20'46" West, a distance of 31.15 feet;

THENCE North 11°39'14" West, a distance of 359.15 feet to a point on the arc of a non-tangent curve concave to the South, whose radius point bears South 01°51'55" East;

THENCE Easterly on the arc of said curve having a radius of 1,150.00 feet, through a central angle of 11°32'15", and an arc distance of 231.57 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 81,165 square feet (1.8633 acres), more or less.

LESS AND EXCEPT:

COMMENCING at said Northwest corner of said Parcel 5, THENCE South 75°32'39" East, a distance of 951.61 feet to the POINT OF BEGINNING (2);

THENCE South 32°06'30" East, a distance of 33.58 feet to the beginning of tangent curve concave to the Northwest;

THENCE Southwesterly on the arc of said curve having a radius of 7.00 feet, through a central angle of 180°00'00", an arc distance of 21.99 feet to a point of tangency;

THENCE North 32°06'30" West, a distance of 33.58 feet to the beginning of tangent curve concave to the Southeast;

THENCE Northeasterly on the arc of said curve having a radius of 7.00 feet, through a central angle of 180°00'00" an arc distance of 21.99 feet to a point of tangency to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida and containing 624 square feet (0.0143 acres), more or less.

Exhibit 1 (Page 2 of 4)

(H7 of 211)

Exhibit 1 (Page 3 of 4)

LEGAL DESCRIPTION

BUILDING 2, THE LINKS AT EMERALD DUNES, A CONDOMINIUM

A PORTION OF PARCEL 5

"VISTA CENTER OF PALM BEACH PLAT 3"

PALM BEACH COUNTY, FLORIDA

A portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

BEGINNING at the Northwest corner of said Parcel 5, said point being located on the arc of a curve concave to the south and whose radius point bears South  $08^{\circ} 06' 48''$  East;

THENCE Easterly along the arc of said curve, also being the north line of said Parcel 5, having a radius of 1150.00 feet, a central angle of  $6^{\circ} 14' 53''$  and an arc length of 125.41 feet

THENCE South  $11^{\circ} 39' 14''$  East, a distance of 184.20 feet;

THENCE South  $78^{\circ} 20' 46''$  West, a distance of 19.17 feet;

THENCE North  $11^{\circ} 39' 14''$  West, a distance of 5.70 feet;

THENCE South  $78^{\circ} 20' 46''$  West, a distance of 105.33 feet to the West lien of said Parcel 5;

THENCE North  $11^{\circ} 39' 14''$  West, along said West line, a distance of 193.05 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 23,381 square feet (0.5368 acres), more or less.

(4/8 of 211)

Exhibit 1 (Page 4 of 4)

LEGAL DESCRIPTION

BUILDING 3, THE LINKS AT EMERALD DUNES, A CONDOMINIUM

A PORTION OF PARCEL 5

"VISTA CENTER OF PALM BEACH PLAT 3"

PALM BEACH COUNTY, FLORIDA

A portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING at the Northwest corner of said Parcel 5, THENCE South  $11^{\circ} 39' 14''$  East, a distance of 193.05 feet to the POINT OF BEGINNING;

THENCE North  $78^{\circ} 20' 46''$  East, a distance of 105.33 feet;

THENCE South  $11^{\circ} 39' 14''$  East, a distance of 5.70 feet;

THENCE North  $78^{\circ} 20' 46''$  East, a distance of 19.17 feet;

THENCE South  $11^{\circ} 39' 14''$  East, a distance of 164.56 feet;

THENCE South  $78^{\circ} 20' 46''$  West, along said West line of Parcel 5, a distance of 101.33 feet to the West line of Parcel 5;

THENCE North  $11^{\circ} 39' 14''$  West, a distance of 131.11 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 17,122 square feet (0.3931 acres), more or less.

TOGETHER WITH:

COMMENCING at said Northwest corner of said Parcel 5, THENCE South  $75^{\circ} 32' 39''$  East, a distance of 377.63 feet to the POINT OF BEGINNING;

THENCE South  $32^{\circ} 06' 30''$  East, a distance of 33.58 feet to the beginning of tangent curve concave to the Northwest;

THENCE, Southerly, Southwesterly, Westerly, and Northwesterly on the arc of said curve having a radius of 7.00 feet, through a central angle of  $180^{\circ} 00' 00''$ , an arc distance of 21.99 feet to a point of tangency;

THENCE North  $32^{\circ} 06' 30''$  West, a distance of 33.58 feet to the beginning of tangent curve concave to the Southeast;

THENCE Northerly, Northeasterly, Easterly, and Southeasterly on the arc of said curve having a radius of 7.00 feet, through a central angle of  $180^{\circ} 00' 00''$ , an arc distance of 21.99 feet to a point of tangency to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 624 square feet (0.0143 acres), more or less.

(49 of 11)

Exhibit 2

**SURVEY, LOCATION SKETCH,  
SITE PLAN AND PARKING PLAN  
OF THE OVERALL PROJECT AND  
GRAPHIC DESCRIPTIONS  
OF THE INITIAL PHASE**

*This is not a certified copy*

**AS-BUILT SURVEY  
PHASE 2  
BUILDING 2  
2947 Hope Valley Street  
Units 201 through 206**

SITE LOCATION  
BUILDING 2

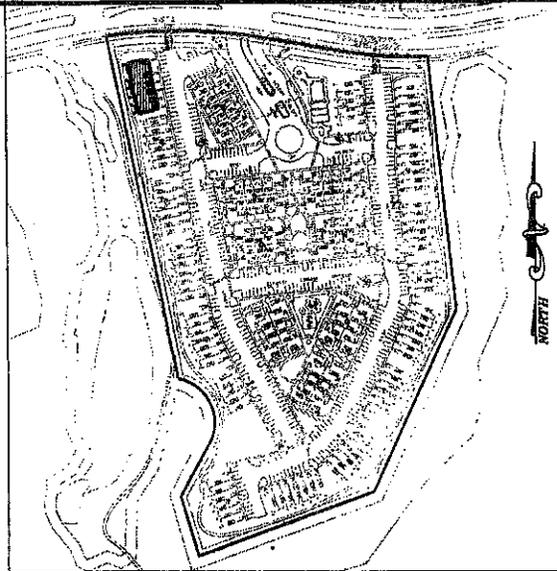
**LEGAL DESCRIPTION**

Being all of Parcel 5 of Vista Center of Palm Beach Plat "3" as recorded in Plat Book 68, pages 128-134 of the public records of Palm Beach County, Florida.

Said lands lying in Palm Beach County, Florida and containing a total net area of 666,732 square feet (15.306 acres) more or less.

**FLOOD ZONE INFORMATION:**

Community Name: Unincorporated  
Community Number: 120192-0-150-A  
County: Palm Beach  
State: Florida  
Map & Panel Number: 150 of 245  
Flood Zone: B  
Base Elevation: Not Applicable  
F.I.R.M. Index Date: 06-02-1992  
F.I.R.M. Panel Effective Date: 02-01-1979



LOCATION MAP NOT TO SCALE

**SURVEYOR'S NOTES**

- Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- Lands shown hereon were not abstracted by the surveyor for rights-of-way, easements, ownership, or other instruments of record.
- Building dimensions and ties are derived from the location of the foundation of the structure.
- The subject property, as shown hereon, may be subject to any Existing, Rights of Way, Restrictions, and setback lines whether or not they may be shown hereon or whether or not instrument is recorded in the Public Records.
- Bearings shown hereon are relative to the West boundary line of Parcel 5 of VISTA CENTER OF PALM BEACH PLAT "3" as recorded in Plat Book 68, Pages 128-134 of the public records of Palm Beach County, Florida bearing North 11°39'14" West.
- Dimensions of improvements, as shown hereon are field measured and have not been checked against, permitted architectural plans for errors or tolerances.
- Boundary information, as shown hereon, are Per Plat unless otherwise shown.
- Elevations shown hereon, are based on the National Geodetic Vertical Datum of 1929.  
-BENCHMARK :  
Palm Beach County Benchmark  
Published Name: "CRONIN"  
Monument Description: P.B.C. BRASS DISK  
Monument Location: THE STATION IS LOCATE 0.5 MILE NORTH OF THE INTERSECTION OF JOG ROAD AND OKEECHOBEE ROAD IN THE SOUTHEAST QUADRANT. THE STATION IS A BRASS DISC SET IN THE CONCRETE PAD FOR A DRAINAGE INLET AND STAMPED CRONIN PBC BM. THE STATION IS LOCATED 7 FEET SOUTH OF THE SOUTH EDGE OF PAVEMENT OF VISTA PARKWAY SOUTH, 69 FEET EAST OF THE EAST EDGE OF PAVEMENT OF JOG ROAD TO THE SOUTH, 47 FEET SOUTH-SOUTHEAST OF THE SOUTHEAST CORNER OF A CONCRETE LIGHT POST, AND 91.7 FEET NORTH OF THE NORTHWEST CORNER OF A LARGE ONE STORY CBS BUILDING. ELEVATION 17.988 N.G.V.D. 1929, AS CONVERTED FROM A PUBLISHED ELEVATION OF 16.466 N.A.V.D. 1988.
- The survey depicted hereon is classified as an "As-Built Survey" as defined in chapter 61G17-6.002(B)(a), Florida administrative code and is intended to show the location of building 2 as well as the constructed adjacent improvements within the described property.

**SURVEYOR'S CERTIFICATION**

THE UNDERSIGNED SURVEYOR AND MAPPER AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA HEREBY CERTIFIES THAT, PURSUANT TO CHAPTER 718.014(e), FLORIDA STATUTES, THE IMPROVEMENTS SHOWN AS BUILDING 2 ON THE ATTACHED SURVEY ARE SUBSTANTIALLY COMPLETE SO THAT SUCH SURVEY, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. FURTHER, THE UNDERSIGNED CERTIFIES THAT ALL PLANNED IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNITS IDENTIFIED HEREIN AND THE COMMON ELEMENT FACILITIES SERVING THE BUILDING CONTAINING SUCH UNITS HAVE BEEN SUBSTANTIALLY COMPLETED.

**FURTHER**

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 427.027, FLORIDA STATUTES.  
CALVIN, GIORDANO & ASSOCIATES, INC.

Signed: *[Signature]*  
ROBERT W. JACKSON, JR.  
Professional Surveyor and Mapper  
Florida Registration No. 4158

Dated: 07/17/2007  
Date of Last Field Work: 06/29/06, FB P40/28  
Address revision: 01-04-05  
Add Certification: 07-17-06



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
500 Village Boulevard, Suite 940  
West Palm Beach, Florida 33409  
Phone: 561.854.8181 Fax: 561.854.8280  
CERTIFICATE OF AUTHORIZATION: 0781

**The Links at Emerald Dunes,  
a Condominium  
PALM BEACH COUNTY, FLORIDA**

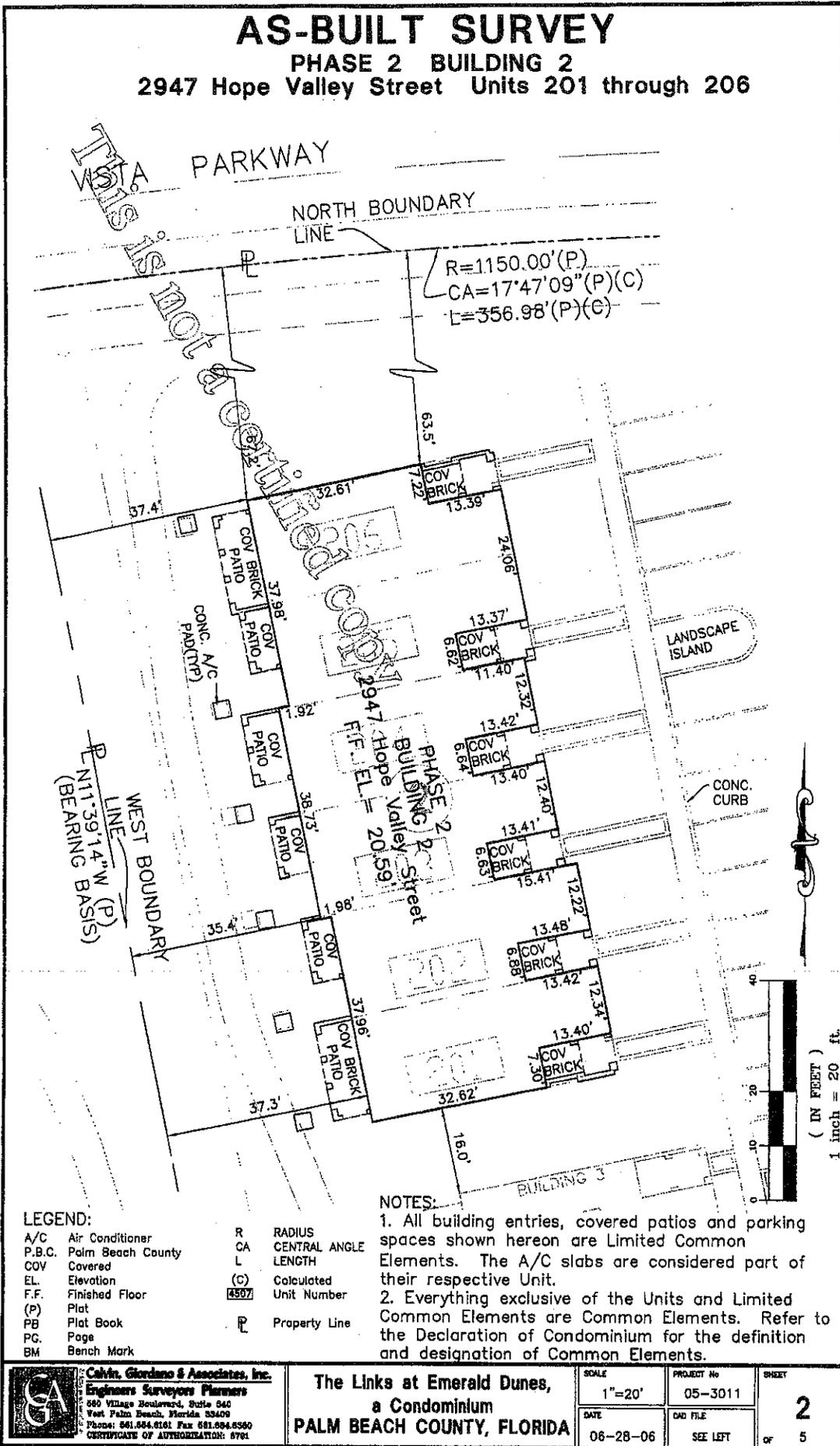
SCALE N.T.S.	PROJECT No 05-3011	SHEET 1
DATE 06-28-06	CD FILE SEE LEFT	OF 5

Z:\2004\044569 Emerald Dunes Vite 5 & 6 SURVEY SKETCH\TRIALS\044569-V-B5-BLDG02.dwg Jul 17, 2006 - 1:33pm

(518 211)

# AS-BUILT SURVEY

PHASE 2 BUILDING 2  
2947 Hope Valley Street Units 201 through 206



Z:\2004\04-4588 Emerald Dunes Volo 5 & 6\SURVEY\SKETCH\FINALS\044588-V-05-BLDG02.dwg Jul 17, 2006 - 1:33pm

**LEGEND:**

A/C Air Conditioner  
P.B.C. Palm Beach County  
COV Covered  
EL. Elevation  
F.F. Finished Floor  
(P) Plat  
PB Plat Book  
PG. Page  
BM Bench Mark

R RADIUS  
CA CENTRAL ANGLE  
L LENGTH  
(C) Calculated  
4597 Unit Number  
P Property Line

**NOTES:**

- All building entries, covered patios and parking spaces shown hereon are Limited Common Elements. The A/C slabs are considered part of their respective Unit.
- Everything exclusive of the Units and Limited Common Elements are Common Elements. Refer to the Declaration of Condominium for the definition and designation of Common Elements.



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
590 Village Boulevard, Suite 500  
West Palm Beach, Florida 33409  
Phone: 561.854.8181 Fax 561.854.8360  
CERTIFICATE OF AUTHORIZATION: 6781

The Links at Emerald Dunes,  
a Condominium  
PALM BEACH COUNTY, FLORIDA

SCALE 1"=20'	PROJECT No 05-3011	SHEET <b>2</b> OF 5
DATE 06-28-06	DWG FILE SEE LEFT	

(528211)

# AS-BUILT SURVEY

PHASE 2 BUILDING 2  
2947 Hope Valley Street Units 201 through 206  
1st FLOOR PLAN FOR PHASE 2 (BUILDING 2)

This is not a certified copy

### Legend

-  Limited Common Elements
-  Common Element Boundary Line
-  Condominium Unit Boundary
- P Patio
- B Balcony
- A/C Air Conditioning

### NOTES:

Each Condominium Unit consists of the space bounded by:  
A) Upper Boundaries and Lower Boundaries:  
The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

i) Upper Boundaries: The horizontal plane of the lowest surface of the unfinished ceiling slab of the second floor of the Unit.

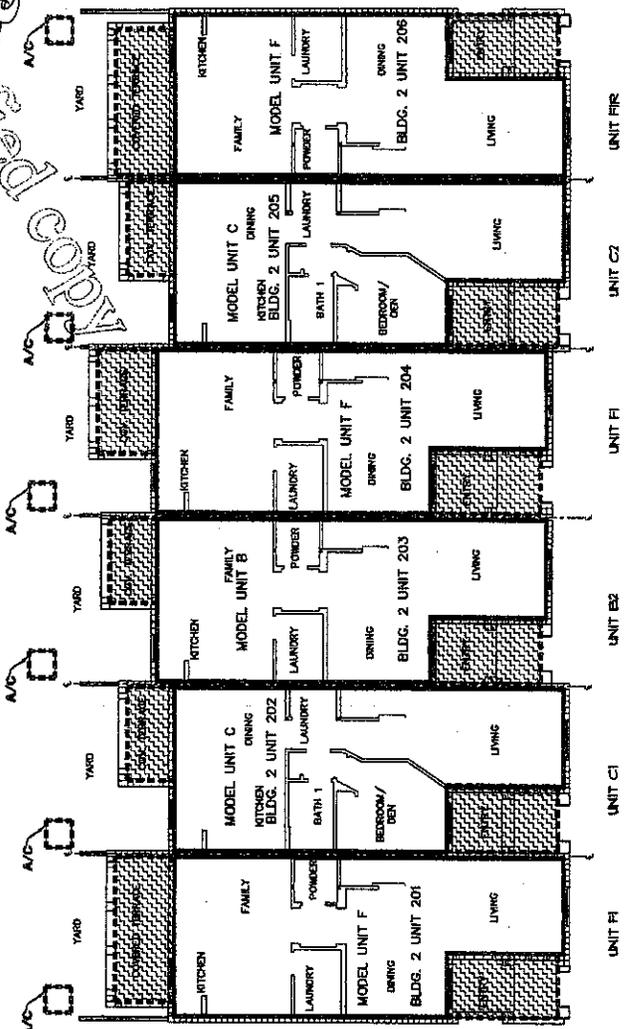
ii) Lower Boundaries: The horizontal plane of the highest surface of the unfinished floor slab of the Unit.

B) Perimetrical Boundaries: The vertical planes formed by the unfinished interior surfaces of the boundary walls as depicted hereon, extended to an intersection with each other and with the upper and lower boundaries as described in subparagraph (A) above.

C) Certain Items Exclusively Serving a Unit:  
In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air conditioning equipment wherever located exclusively serving the Unit, and all doors, windows, glass screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.

### NOTES:

- 1.) There may exist some variance between the elevations proposed and the unfinished elevations.
- 2.) Elevations refers to (N.G.V.D.) National Geodetic Vertical Datum of 1929.
- 3.) The frontyard, backyard, entryway and/or terrace indicated hereon are for reference only. Refer to Exhibit 2, sheets 10 and 11 for more definite information.



Z:\2004\044569 Emerald Dunes - Vito 5 & 6 SURVEY SKETCH\FINALS\044569-Y-ES-BLDG02.dwg Jul 17, 2006 3:49pm



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
500 Village Boulevard, Suite 540  
West Palm Beach, Florida 33409  
Phone: 561.834.6161 Fax: 561.834.8360  
CERTIFICATE OF AUTHORIZATION: 6791

The Links at Emerald Dunes,  
a Condominium  
PALM BEACH COUNTY, FLORIDA

SCALE 1/16" = 1'	PROJECT No 05-3011
DATE 06-28-06	CAD FILE SEE LEFT

SHEET  
**3**  
OF 5

(539211)

# AS-BUILT SURVEY

PHASE 2 BUILDING 2  
 2947 Hope Valley Street Units 201 through 206  
 2nd FLOOR PLAN FOR PHASE 2 (BUILDING 2)

This is not a certified copy

**Legend**

-  Limited Common Elements
-  Common Element Boundary Line
-  Condominium Unit Boundary
- P Patio
- B Balcony
- A/C Air Conditioning

**NOTES:**

Each Condominium Unit consists of the space bounded by:  
**A) Upper Boundaries and Lower Boundaries:**  
 The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

i) **Upper Boundaries:** The horizontal plane of the lowest surface of the unfinished ceiling slab of the second floor of the Unit.

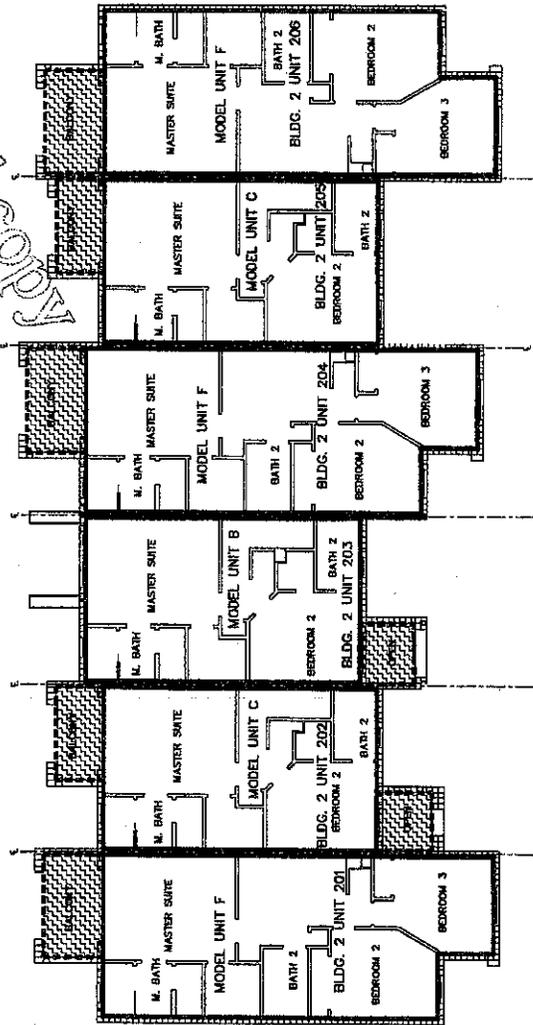
ii) **Lower Boundaries:** The horizontal plane of the highest surface of the unfinished floor slab of the Unit.

**B) Perimetrical Boundaries:** The vertical planes formed by the unfinished interior surfaces of the boundary walls as depicted hereon, extended to an intersection with each other and with the upper and lower boundaries as described in subparagraph (A) above.

**C) Certain Items Exclusively Serving a Unit:**  
 In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air conditioning equipment wherever located exclusively serving the Unit, and all doors, windows, glass screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.

**NOTES:**

- 1.) There may exist some variance between the elevations proposed and the unfinished elevations.
- 2.) Elevations refers to (N.G.V.D.) National Geodetic Vertical Datum of 1929.
- 3.) The frontyard, backyard, entryway and/or terrace indicated hereon are for reference only. Refer to Exhibit 2, sheets 10 and 11 for more definite information.



Z:\2004\044569 Emerald Dunes Vata 5 & 6\SURVEY\SKETCH\FINALS\044569-V-85-BLDG02.dwg Jul 17, 2006 - 3:49pm



**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 960 Village Boulevard, Suite 360  
 West Palm Beach, Florida 33409  
 Phone: 561.824.8181 Fax 561.824.6540  
 CERTIFICATE OF AUTHORIZATION: 0701

The Links at Emerald Dunes,  
 a Condominium  
 PALM BEACH COUNTY, FLORIDA

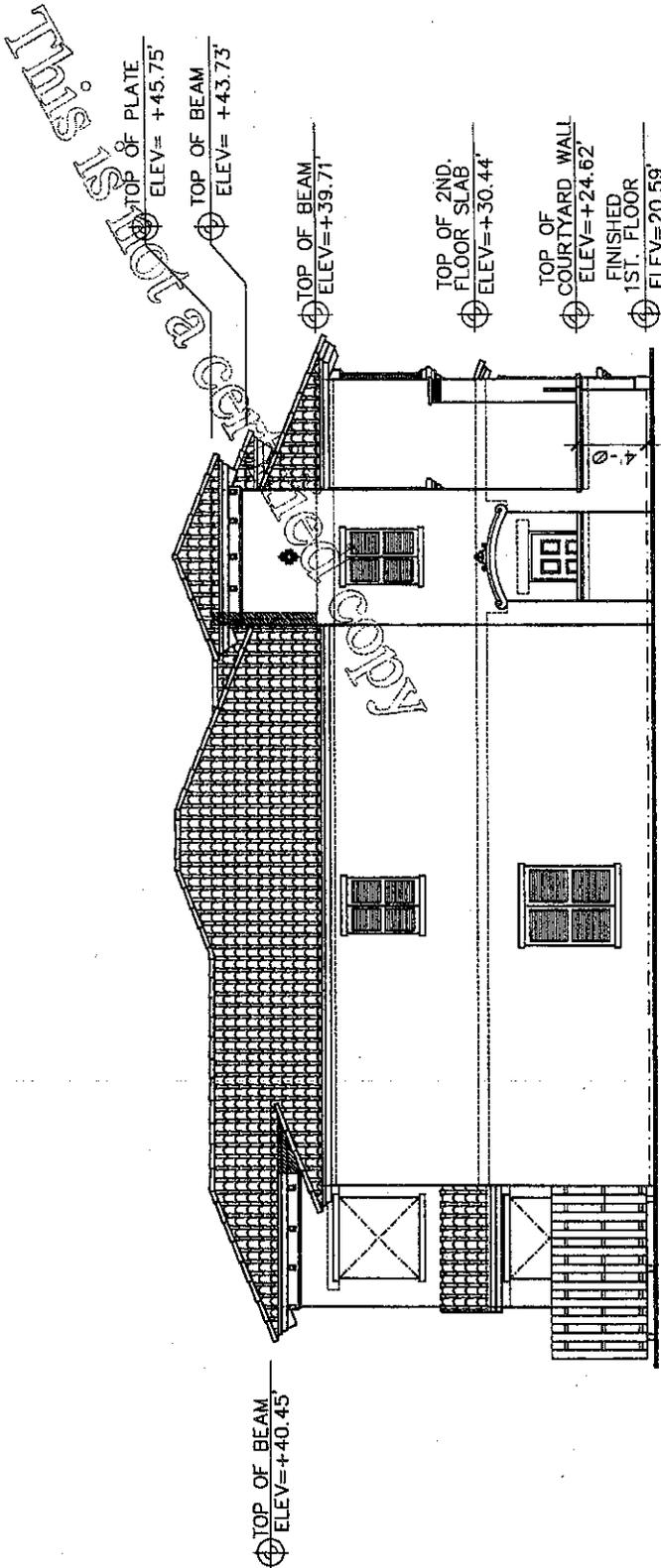
SCALE 1/16" = 1'	PROJECT No 05-3011	SHEET <b>4</b> OF 5
DATE 06-28-06	CAD FILE SEE LEFT	

(547211)

# AS-BUILT SURVEY

## PHASE 2 BUILDING 2

### 2947 Hope Valley Street Units 201 through 206



BUILDING 2 - SIDE ELEVATION

NOTE: Elevations shown hereon, are based on the National Geodetic Vertical Datum of 1929.

Z:\2004\044569 Emerald Dunes Vista 5 & 6\SURVEY\SKETCH\FINALS\044569-V-B5-BLD202.dwg, Jul 17, 2006 - 4:59pm

	<b>Calvin, Giordano &amp; Associates, Inc.</b>
	Engineers Surveyors Planners 280 Village Boulevard, Suite 340 Fort Palm Beach, Florida 33409 Phone: 561.984.8181 Fax: 561.984.6660 CERTIFICATE OF AUTHORIZATION: 0781

**The Links at Emerald Dunes,  
a Condominium  
PALM BEACH COUNTY, FLORIDA**

SCALE 1/8" = 1"	PROJECT No 05-3011
DATE 06-28-06	GAD FILE SEE LEFT

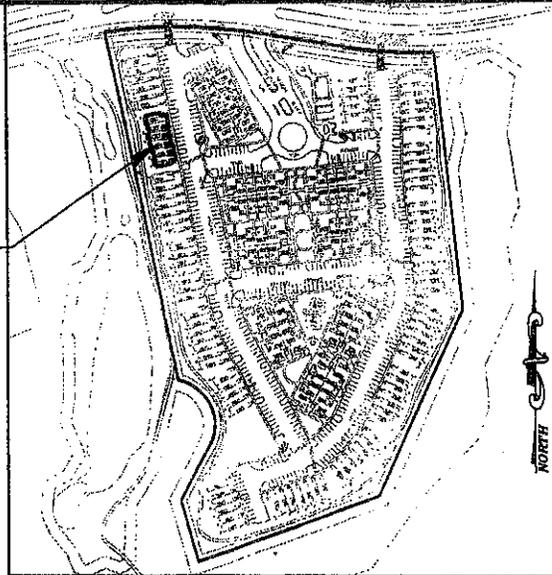
SHEET <b>5</b>
OF 5

(55 of 211)

# AS-BUILT SURVEY

**PHASE 24  
BUILDING 3  
2939 Hope Valley Street  
Units 301 through 306**

**SITE LOCATION  
BUILDING 3**



### LEGAL DESCRIPTION

Being all of Parcel 5 of Vista Center of Palm Beach Plat "3" as recorded in Plat Book 68, pages 128-134 of the public records of Palm Beach County, Florida.

Said lands lying in Palm Beach County, Florida and containing a total net area of 666,732 square feet (15.306 acres) more or less.

### FLOOD ZONE INFORMATION:

Community Name: Unincorporated  
Community Number: 120192-0-150-A  
County: Palm Beach  
State: Florida  
Map & Panel Number: 150 of 245  
Flood Zone: B  
Base Elevation: Not Applicable  
F.L.R.M. Index Date: 06-02-1992  
F.L.R.M. Panel Effective Date: 02-01-1979

### SURVEYOR'S NOTES

- Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
- Lands shown hereon were not abstracted by the surveyor for rights-of-way, easements, ownership, or other instruments of record.
- Building dimensions and ties are derived from the location of the foundation of the structure.
- The subject property, as shown hereon, may be subject to any Existing, Rights of Way, Restrictions, and setback lines whether or not they may be shown hereon, or whether or not instrument is recorded in the Public Records.
- Bearings shown hereon are relative to the West boundary line of Parcel 5 of "VISTA CENTER OF PALM BEACH PLAT 3" as recorded in Plat Book 68, Pages 128-134 of the public records of Palm Beach County, Florida bearing North 11°39'14" West.
- Dimensions of improvements, as shown hereon are field measured and have not been checked against, permitted architectural plans for errors or tolerances.
- Boundary information, as shown hereon, are Per Plat unless otherwise shown.

### LOCATION MAP NOT TO SCALE

8. Elevations shown hereon, are based on the National Geodetic Vertical Datum of 1929.

### -BENCHMARK :

Palm Beach County Benchmark

Published Name: "CRONIN"

Monument Description: P.B.C. BRASS DISK

Monument Location: THE STATION IS LOCATE 0.5 MILE NORTH OF THE INTERSECTION OF JOG ROAD AND OKEECHOBEE ROAD IN THE SOUTHEAST QUADRANT. THE STATION IS A BRASS DISC SET IN THE CONCRETE PAD FOR A DRAINAGE INLET AND STAMPED CRONIN PBC BM. THE STATION IS LOCATED 7 FEET SOUTH OF THE SOUTH EDGE OF PAVEMENT OF VISTA PARKWAY SOUTH, 89 FEET EAST OF THE EAST EDGE OF PAVEMENT OF JOG ROAD TO THE SOUTH, 47 FEET SOUTH-SOUTHEAST OF THE SOUTHEAST CORNER OF A CONCRETE LIGHT POST, AND 91.7 FEET NORTH OF THE NORTHWEST CORNER OF A LARGE ONE STORY CBS BUILDING. ELEVATION 17.988 N.G.V.D. 1929, AS CONVERTED FROM A PUBLISHED ELEVATION OF 16.466 N.A.V.D. 1988.

9. The survey depicted hereon is classified as on "As-Built Survey" as defined in chapter 61G17-6.002(8)(a), Florida administrative code and is intended to show the location of Building 3 as well as the constructed adjacent improvements within the described property.

### SURVEYOR'S CERTIFICATION

THE UNDERSIGNED SURVEYOR AND MAPPER AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA HEREBY CERTIFIES THAT, PURSUANT TO CHAPTER 718.014(e), FLORIDA STATUTES, THE IMPROVEMENTS SHOWN AS BUILDING 3 ON THE ATTACHED SURVEY ARE SUBSTANTIALLY COMPLETE SO THAT SUCH SURVEY, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS. FURTHER, THE UNDERSIGNED CERTIFIES THAT ALL PLANNED IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNITS IDENTIFIED HEREIN AND THE COMMON ELEMENT FACILITIES SERVING THE BUILDING CONTAINING SUCH UNITS HAVE BEEN SUBSTANTIALLY COMPLETED.

### FURTHER

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT IT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 427.027, FLORIDA STATUTES.  
CALVIN, GIORDANO & ASSOCIATES, INC.

Signed:

*Robert W. Jackson*  
ROBERT W. JACKSON, P.S.  
Professional Surveyor and Mapper  
Florida Registration No. 1158

Dated:

7/17/2007

Date of Last Filed Work: 06-26-06, FB P40/29  
Add Certification: 07-17-06



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
690 Village Boulevard, Suite 340  
West Palm Beach, Florida 33409  
Phone: 561.864.8189 / Fax 561.864.8200  
CERTIFICATE OF AUTHORIZATION: 676

**The Links at Emerald Dunes,  
a Condominium  
PALM BEACH COUNTY, FLORIDA**

SCALE	PROJECT No	SHEET
N.T.S.	05-3011	1
DATE	CAD FILE	OF
06-28-06	SEE LEFT	5

Z:\2004\044569 Emerald Dunes Vista 5 & 6\SURVEY\SKETCH\FINALS\044569-Y-B5-BLDD03.dwg Jul 17, 2006 - 4:27pm

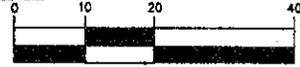
(568 211)

# AS-BUILT SURVEY

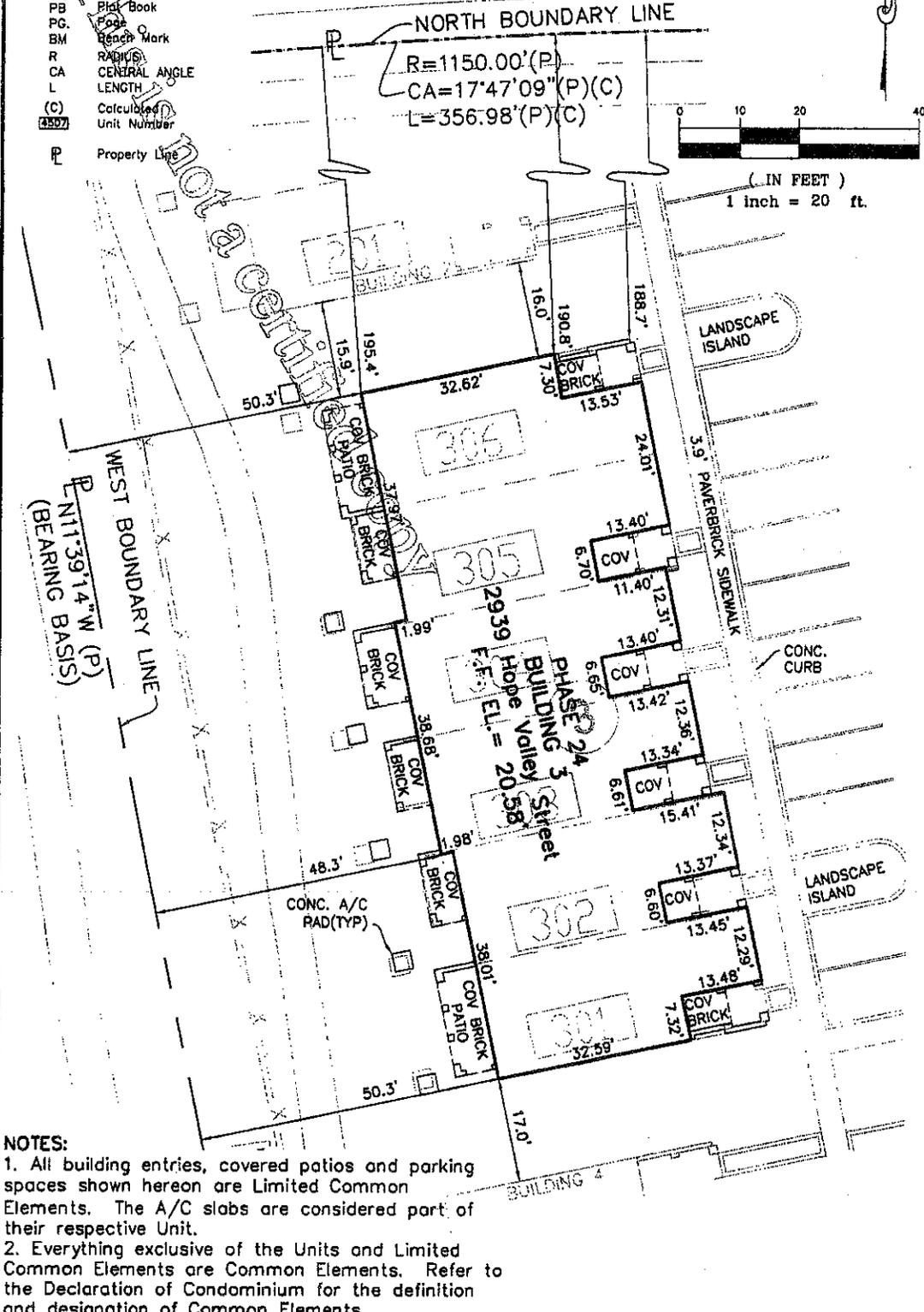
PHASE 24  
 BUILDING 3  
 2939 Hope Valley Street  
 Units 301 through 306

**LEGEND:**

- A/C Air Conditioner
- P.B.C. Palm Beach County
- COV Covered
- EL. Elevation
- F.F. Finished Floor
- (P) Plot
- PB Plot Book
- PG. Page
- BM Bench Mark
- R RADII(S)
- CA CENTRAL ANGLE
- L LENGTH
- (C) Calculated
- 4507 Unit Number
- P Property Line



( IN FEET )  
 1 inch = 20 ft.



**NOTES:**

1. All building entries, covered patios and parking spaces shown hereon are Limited Common Elements. The A/C slabs are considered part of their respective Unit.
2. Everything exclusive of the Units and Limited Common Elements are Common Elements. Refer to the Declaration of Condominium for the definition and designation of Common Elements.

Z:\2004\044569 Emerald Dunes Vista 5 & 6\SURVEY\SKETCH\FINALS\044569-V-B5-BLDG03.dwg Jul 17, 2006 - 4:26pm



**Galvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 560 Village Boulevard, Suite 540  
 West Palm Beach, Florida 33409  
 Phone: 561.884.8181 Fax: 561.884.8200  
 CERTIFICATE OF AUTHORIZATION: 6791

**The Links at Emerald Dunes,  
 a Condominium  
 PALM BEACH COUNTY, FLORIDA**

SCALE 1"=20'	PROJECT No 04-4569	SHEET <b>2</b> OF 5
DATE 06-28-06	DDO FILE SEE LEFT	

(578211)

# AS-BUILT SURVEY

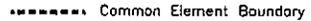
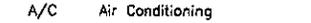
PHASE 24  
BUILDING 3

2939 Hope Valley Street  
Units 301 through 306

1st FLOOR PLAN FOR PHASE 24 (BUILDING 3)

This is not a certified copy

**Legend**

-  Limited Common Elements
-  Common Element Boundary
-  Condominium Unit Boundary
-  Air Conditioning

**NOTES:**

Each Condominium Unit consists of the space bounded by:  
**A) Upper Boundaries and Lower Boundaries:** The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

i) **Upper Boundaries:** The horizontal plane of the lowest surface of the unfinished ceiling slab of the second floor of the Unit.

ii) **Lower Boundaries:** The horizontal plane of the highest surface of the unfinished floor slab of the Unit.

**B) Perimetrical Boundaries:** The vertical planes formed by the unfinished interior surfaces of the boundary walls as depicted hereon, extended to an intersection with each other and with the upper and lower boundaries as described in subparagraph (A) above.

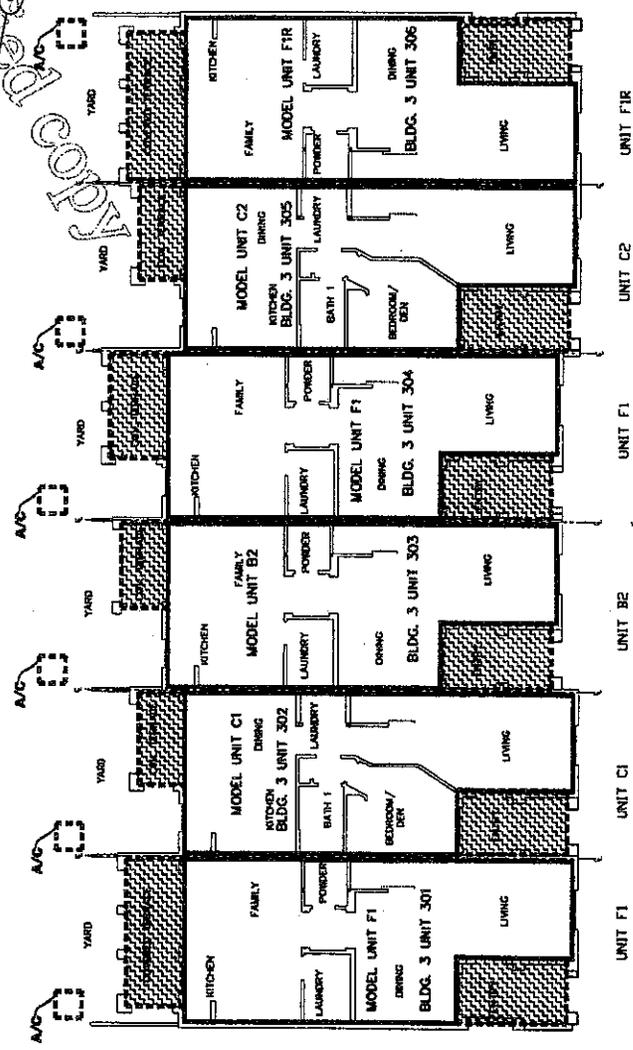
**C) Certain Items Exclusively Serving a Unit:** In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air conditioning equipment wherever located exclusively serving the Unit, and all doors, windows, glass screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.

**NOTES:**

1.) There may exist some variance between the elevations proposed and the unfinished elevations.

2.) Elevations refers to (N.G.V.D.) National Geodetic Vertical Datum of 1929.

3.) The frontyard, backyard, entryway and/or terrace indicated hereon are for reference only. Refer to Exhibit 2, sheets 10 and 11 for more definite information.



Z:\2004\044569 Emerald Dunes Volo 5 & 6\SURVEY\SECTION\FINALS\044569-V-BS-BLDG03.dwg Jul 17, 2006 4:26pm



**Cahn, Glendon & Associates, Inc.**  
 Engineers Surveyors Planners  
 650 Village Boulevard, Suite 340  
 West Palm Beach, Florida 33409  
 Phone: 561.894.8161 Fax: 561.894.8290  
 CERTIFICATE OF AUTHORIZATION: 6701

The Links at Emerald Dunes,  
 a Condominium  
 PALM BEACH COUNTY, FLORIDA

SCALE 1/16" = 1"	PROJECT No 04-4569	SHEET <b>3</b> OF 5
DATE 06-28-06	CAD FILE SEE LEFT	

(578211)

# AS-BUILT SURVEY

PHASE 24

BUILDING 3

2939 Hope Valley Street

Units 301 through 306

2nd FLOOR PLAN FOR PHASE 24 (BUILDING 3)

This is not a certified copy

**Legend**



Limited Common Elements



Common Element Boundary



Condominium Unit Boundary

A/C

Air Conditioning

**NOTES:**

Each Condominium Unit consists of the space bounded by:

**A) Upper Boundaries and Lower Boundaries:**  
The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

i) **Upper Boundaries:** The horizontal plane of the lowest surface of the unfinished ceiling slab of the second floor of the Unit.

ii) **Lower Boundaries:** The horizontal plane of the highest surface of the unfinished floor slab of the Unit.

**B) Perimetrical Boundaries:** The vertical planes formed by the unfinished interior surfaces of the boundary walls as depicted hereon, extended to an intersection with each other and with the upper and lower boundaries as described in subparagraph (A) above.

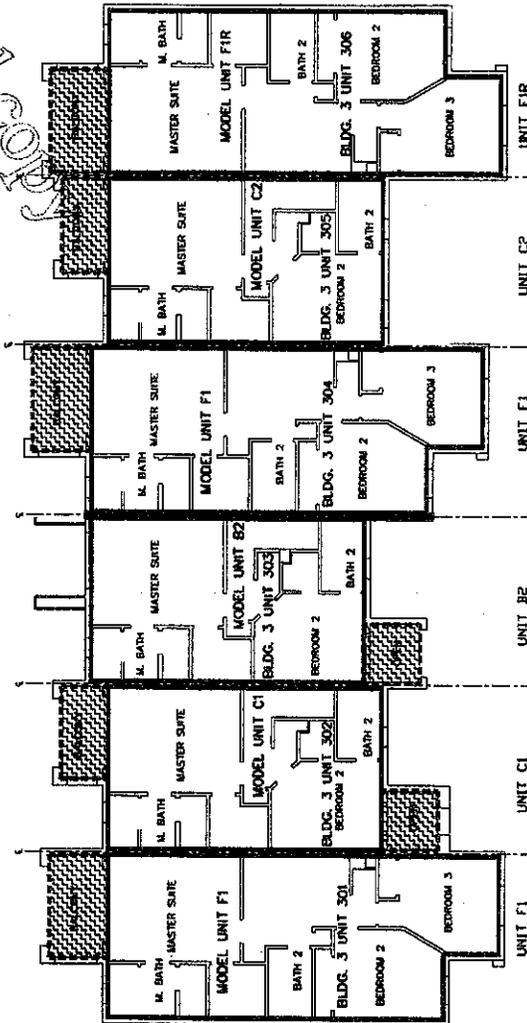
**C) Certain Items Exclusively Serving a Unit:**  
In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air conditioning equipment wherever located exclusively serving the Unit, and all doors, windows, glass screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.

**NOTES:**

1.) There may exist some variance between the elevations proposed and the unfinished elevations.

2.) Elevations refers to (N.G.V.D.) National Geodetic Vertical Datum of 1929.

3.) The frontyard, backyard, entryway and/or terrace indicated hereon are for reference only. Refer to Exhibit 2, sheets 10 and 11 for more definite information.



Z:\2004\041569 Emerald Dunes Visto 5 & 6\SURVEY\SKETCH\FIGS\044569-V-BS-BLDG03.dwg Jul 17, 2006 -- 4:26pm



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
690 Village Boulevard, Suite 340  
West Palm Beach, Florida 33409  
Phone: 561.894.8161 Fax: 561.894.5380  
CERTIFICATE OF AUTHORIZATION: 6781

The Links at Emerald Dunes,  
a Condominium  
PALM BEACH COUNTY, FLORIDA

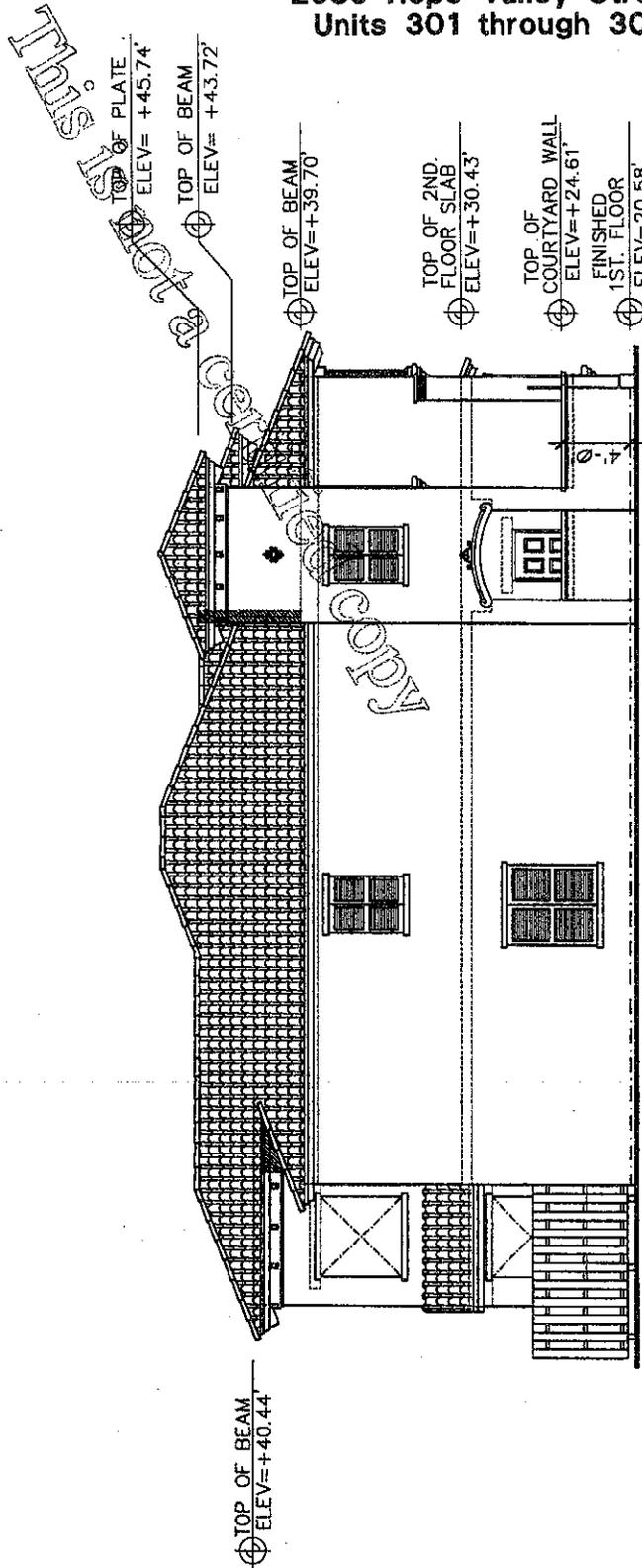
SCALE 1/16" = 1"	PROJECT No 04-4569	SHEET 4
DATE 06-28-06	CAD FILE SEE LEFT	5

(597211)

# AS-BUILT SURVEY

PHASE 24  
BUILDING 3

2939 Hope Valley Street  
Units 301 through 306



BUILDING 3 - SIDE ELEVATION

NOTE: Elevations shown hereon, are based on the National Geodetic Vertical Datum of 1929.

Z:\2004\044569 Emerald Dunes Visto 5 & 6\SURVEY\SKETCH\FINALS\044569-V-B3-BLD003.dwg Jul 17, 2006 - 5:00pm



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
640 Village Boulevard, Suite 340  
West Palm Beach, Florida 33409  
Phone: 561.894.8181 Fax 561.894.8360  
CERTIFICATE OF AUTHORIZATION: 6781

The Links at Emerald Dunes,  
a Condominium  
PALM BEACH COUNTY, FLORIDA

SCALE  
1/8" = 1"  
DATE  
06-28-06

PROJECT No  
04-4569  
CAD FILE  
SEE LEFT

SHEET  
**5**  
OF 5

(60 8211)

**LAND DESCRIPTION**

**EXHIBIT 1**

**PHASE 1, BUILDING 1, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING at the Northwest corner of said Parcel 5, THENCE South 89°13'11" East, a distance of 355.45 feet to the POINT OF BEGINNING (1);

THENCE South 80°19'42" East, a distance of 12.65 feet to a point on the arc of a non-tangent curve concave to the East, whose radius point bears South 47°56'10" East;

THENCE Southerly on the arc of said curve having a radius of 28.00 feet, through a central angle of 74°10'17", and an arc distance of 36.25 feet;

THENCE South 32°06'30" East, a distance of 17.15 feet to the beginning of tangent curve concave to the Northeast;

THENCE Southeasterly on the arc of said curve having a radius of 48.00 feet, through a central angle of 29°06'37", and an arc distance of 24.39 feet to a point of tangency to a point of reverse curve with a curve concave to the Southwest;

THENCE Southeasterly on the arc of said curve having a radius of 47.00 feet, through a central angle of 58°13'15", and an arc distance of 47.76 feet;

THENCE Southerly on the arc of said curve having a radius of 48.00 feet, through a central angle of 29°06'37", and an arc distance of 24.39 feet;

THENCE South 32°06'30" East, a distance of 18.42 feet to a point on the arc of a non-tangent curve concave to the West, whose radius point bears South 57°53'20" West;

THENCE Southerly on the arc of said curve having a radius of 109.87 feet, through a central angle of 19°31'56", and an arc distance of 37.49 feet to a point on the arc of a non-tangent curve concave to the Northeast, whose radius point bears North 71°39" East;

THENCE Southeasterly on the arc of said curve having a radius of 28.10 feet, through a central angle of 32°25'43", and an arc distance of 15.90 feet to a point on the arc of a non-tangent curve concave to the Southwest, whose radius point bears South 44°52'30" West;

THENCE Southeasterly on the arc of said curve having a radius of 52.00 feet, through a central angle of 28°16'41", and an arc distance of 25.66 feet;

THENCE Southeasterly on the arc of said curve having a radius of 28.00 feet, through a central angle of 53°29'42", and an arc distance of 26.14 feet;

THENCE South 15°39'59" West, a distance of 30.07 feet;

THENCE North 74°21'33" West, a distance of 0.28 feet to a point on the arc of a non-tangent curve concave to the South, whose radius point bears South 15°40'15" West;

THENCE Westerly on the arc of said curve having a radius of 24.00 feet, through a central angle of 59°08'05", and an arc distance of 24.77 feet to a point on the arc of a non-tangent curve concave to the North, whose radius point bears North 43°27'33" West;

THENCE Westerly on the arc of said curve having a radius of 52.00 feet, through a central angle of 74°49'12", and an arc distance of 67.90 feet to a point of reverse curve with a curve concave to the South;

THENCE Westerly on the arc of said curve having a radius of 24.00 feet, through a central angle of 59°07'32", and an arc distance of 24.77 feet;

(619211)



**Calvin, Giordano & Associates, Inc.**  
**Engineers Surveyors Planners**  
 1800 Eller Drive, Suite 900  
 Fort Lauderdale, Florida 33316  
 Phone: 954.821.7781 Fax: 954.821.8807

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 1**

SCALE N.T.S.	PROJECT No 04-4569	SHEET 1
DATE	CAD FILE	

**-AND DESCRIPTION  
EXHIBIT 1**

**PHASE 1, BUILDING 1, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

THENCE South 62°14'07" West, a distance of 16.86 feet to the beginning of tangent curve concave to the Southeast;

THENCE Southwesterly on the arc of said curve having a radius of 6.00 feet, through a central angle of 68°17'04", and an arc distance of 7.15 feet to a point of tangency;

THENCE South 06°02'57" East, a distance of 0.12 feet;

THENCE South 83°57'03" West, a distance of 105.07 feet;

THENCE South 06°02'57" East, a distance of 0.67 feet to a point on the arc of a non-tangent curve concave to the Southeast, whose radius point bears South 06°55'03" East;

THENCE Southwesterly on the arc of said curve having a radius of 25.33 feet, through a central angle of 48°29'52", and an arc distance of 21.44 feet;

THENCE continue Southerly along the arc of said curve having a radius of 25.33 feet, through a central angle of 39°19'12", and an arc distance of 17.38 feet to a point of compound curve with a curve concave to the Northeast;

THENCE Southeasterly on the arc of said curve having a radius of 4.33 feet, through a central angle of 96°55'07", and an arc distance of 7.32 feet;

THENCE South 78°20'46" West, a distance of 31.15 feet;

THENCE North 11°39'14" West, a distance of 359.15 feet to a point on the arc of a non-tangent curve concave to the South, whose radius point bears South 01°51'55" East;

THENCE Easterly on the arc of said curve having a radius of 1,150.00 feet, through a central angle of 11°32'15", and an arc distance of 231.57 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 81,165 square feet (1.8633 acres), more or less.

**AS AND EXCEPT:**

COMMENCING at said Northwest corner of said Parcel 5, THENCE South 75°32'39" East, a distance of 951.61 feet to the POINT OF BEGINNING (2);

THENCE South 32°06'30" East, a distance of 33.58 feet to the beginning of tangent curve concave to the Northwest;

THENCE Southwesterly on the arc of said curve having a radius of 7.00 feet, through a central angle of 180°00'00", an arc distance of 21.99 feet to a point of tangency;

THENCE North 32°06'30" West, a distance of 33.58 feet to the beginning of tangent curve concave to the Southeast;

THENCE Northeasterly on the arc of said curve having a radius of 7.00 feet, through a central angle of 180°00'00", an arc distance of 21.99 feet to a point of tangency to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 624 square feet (0.0143 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel '5', "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: \_\_\_\_\_

rt W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

(62 of 211)



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1800 Eller Drive, Suite 800  
Fort Lauderdale, Florida 33315  
Phone: 954.921.7781 Fax: 954.921.8807

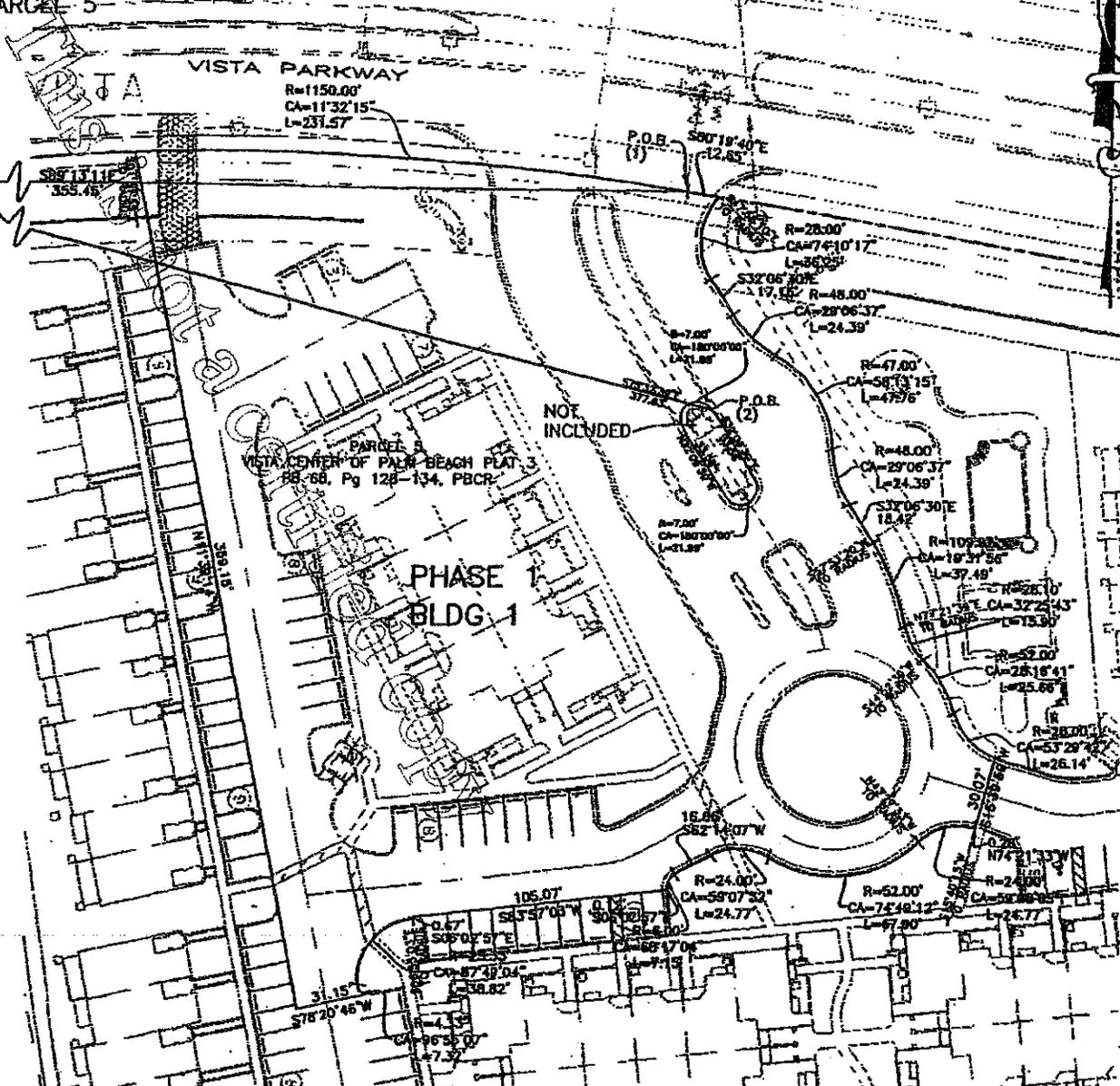
**The Links at Emerald Dunes  
Condominium  
EXHIBIT 1**

SCALE N.T.S.	PROJECT No 04-4569	SHEET 2
DATE	CGO FILE	

# SURVEY EXHIBIT 1

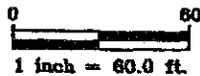
## PHASE 1, BUILDING 1, THE LINKS AT EMERALD DUNES CONDOMINIUM PALM BEACH COUNTY, FLORIDA

POC  
NW CORNER  
OF PARCEL 5



**LEGEND**

- CA CENTRAL ANGLE
- L ARC LENGTH
- ° CENTER LINE
- P.B. PLAT BOOK
- P.G. PAGE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R RADIUS
- REF PT REFERENCE POINT
- SQ. FT. SQUARE FEET
- SEC. SECTION
- WP TOWNSHIP
- BCR PALM BEACH COUNTY RECORDS



(638211)

**CA**  
Calvin, Giordano & Associates, Inc.  
Engineers Surveyors Planners  
1800 Edor Drive, Suite 800  
Fort Lauderdale, Florida 33316  
Phone: 954.921.7781 Fax 954.921.8807  
Professional Seal: 12000

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 1**

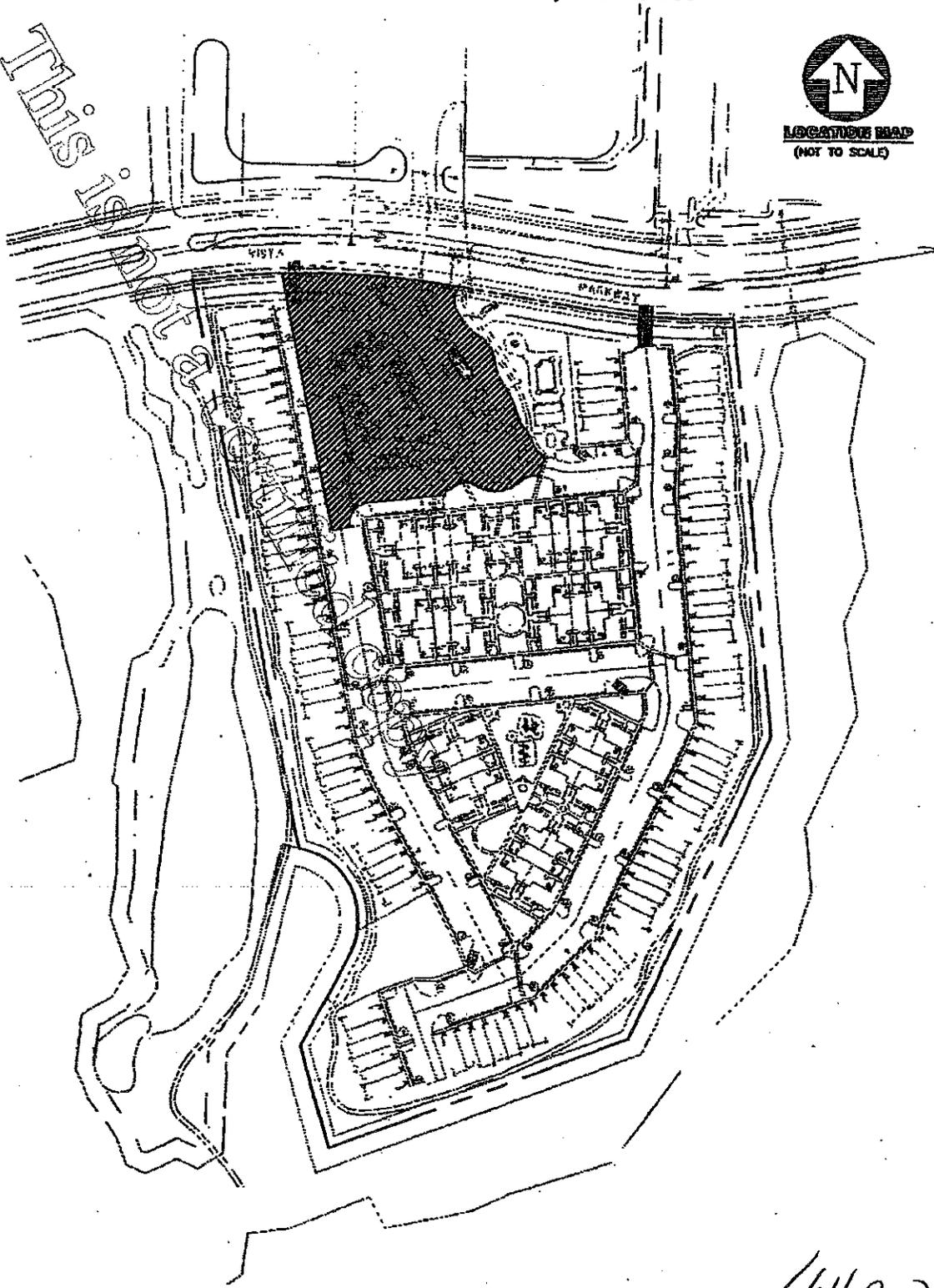
SCALE 1"=60.0'	PROJECT No 04-4569	SHEET 3
DATE	CAD FILE	4

**SKETCH OF DESCRIPTION  
EXHIBIT 1  
PHASE 1, BUILDING 1, THE LINKS AT EMERALD DUNES CONDOMINIUM  
PALM BEACH COUNTY, FLORIDA**

*This is not a*



**LOCATION MAP  
(NOT TO SCALE)**



*(649211)*

**GA**  
**Calvin, Giordano & Associates, Inc.**  
**Engineers Surveyors Planners**  
 1810 Elder Drive, Suite 800  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax 954.921.8807  
 Certificate of Authorization No. EB 0720

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 1**

SCALE	PROJECT No	SHEET
N.T.S.	04-4569	4
DATE	CAD FILE	

# Affidavit

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

BEFORE me the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared Robert W. Jackson Jr., by me well known and known to me to be the person hereinafter described, who being by me first duly cautioned and sworn, deposes and says on oath as follows, to wit:

1. Affiant hereby certifies that the attached sketch and floor plans marked Exhibits 2 and 7, together with the wording of the Declaration of Condominium is an accurate representation of the location and dimensions of the PROPOSED IMPROVEMENTS to the land according to plans and specifications, and that there can be determined therefrom the identification, location, dimensions and size of the common elements and of each condominium unit therein. There may exist some variance between the proposed improvements and the improvements as constructed.
2. That the improvements represented hereon are proposed and have not been constructed and must be inspected, measured and recertified upon "substantial" completion in accordance with Florida Statute 718.104.
3. That the architectural plans used in the preparation of this Exhibit 2, were prepared by Sotolongo Architects, 10630 N.W. 27th Street, Miami, Florida 33312. Phone: (305) 593-9798.
4. Elevations shown hereon are relative to National Geodetic Vertical Datum of 1929.

FURTHER AFFIANT SAYETH NAUGHT.

CALVIN, GIORDANO AND ASSOCIATES, INC.  
Certificate of Authorization Number LB 6791

By: [Signature]  
Robert W. Jackson Jr., for the Firm  
Professional Surveyor and Mapper LS 4158  
State of Florida

STATE OF FLORIDA

SS

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21st day of December, 2004 by Robert W. Jackson Jr., who is personally known to me and who did not take an oath.

[Signature]  
Notary Public - State of Florida



(658211)



Calvin, Giordano & Associates, Inc.  
Engineers Surveyors Planners  
1808 Eller Drive Suite 600  
Fort Lauderdale, Florida 33316  
954.921.7781 954.921.8907 fax

The Links at Emerald Dunes  
Condominium  
EXHIBIT 2

SCALE N.T.S.	PROJECT No 04-4569	SHEET 1
PLAT DATE	CAD FILE	OF 22

# THE LEGAL DESCRIPTION OF THE OVERALL PROJECT

**LEGAL DESCRIPTION:**

Being all of Parcel 5 of VISTA CENTER OF PALM BEACH PLAT 3 as recorded in Plat Book 68, Pages 128-134 of the Public Records of Palm Beach County, Florida.  
Containing 15.306 acres, more or less.

*This is not a certified copy*

*(668211)*

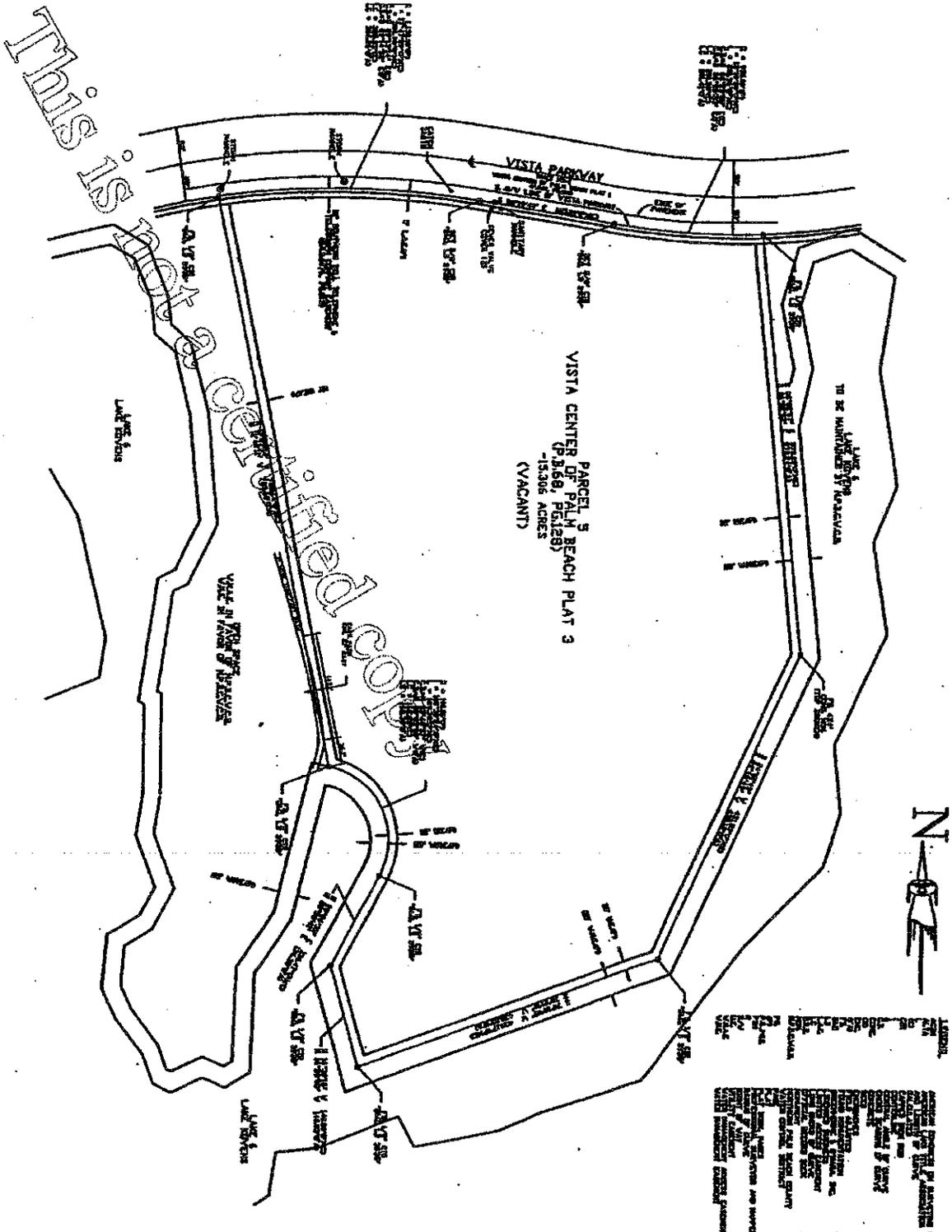


**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1809 Ester Drive Suite 600  
Fort Lauderdale, Florida 33316  
954.561.9900 FAX 954.561.9999

**The Links at Emerald Dunes  
Condominium**  
EXHIBIT 2

SCALE N.T.S.	PROJECT No 04-4569	SHEET 2
FLOOR DATE	CAD FILE	

# BOUNDARY SURVEY OF THE OVERALL PROJECT



I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY RECORD AS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF PALM BEACH, FLORIDA, ON 04/12/2004.

(67924)

**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1899 Eller Drive Suite 800  
 Fort Lauderdale, Florida 33316  
 954.821.7781 954.821.8807 fax

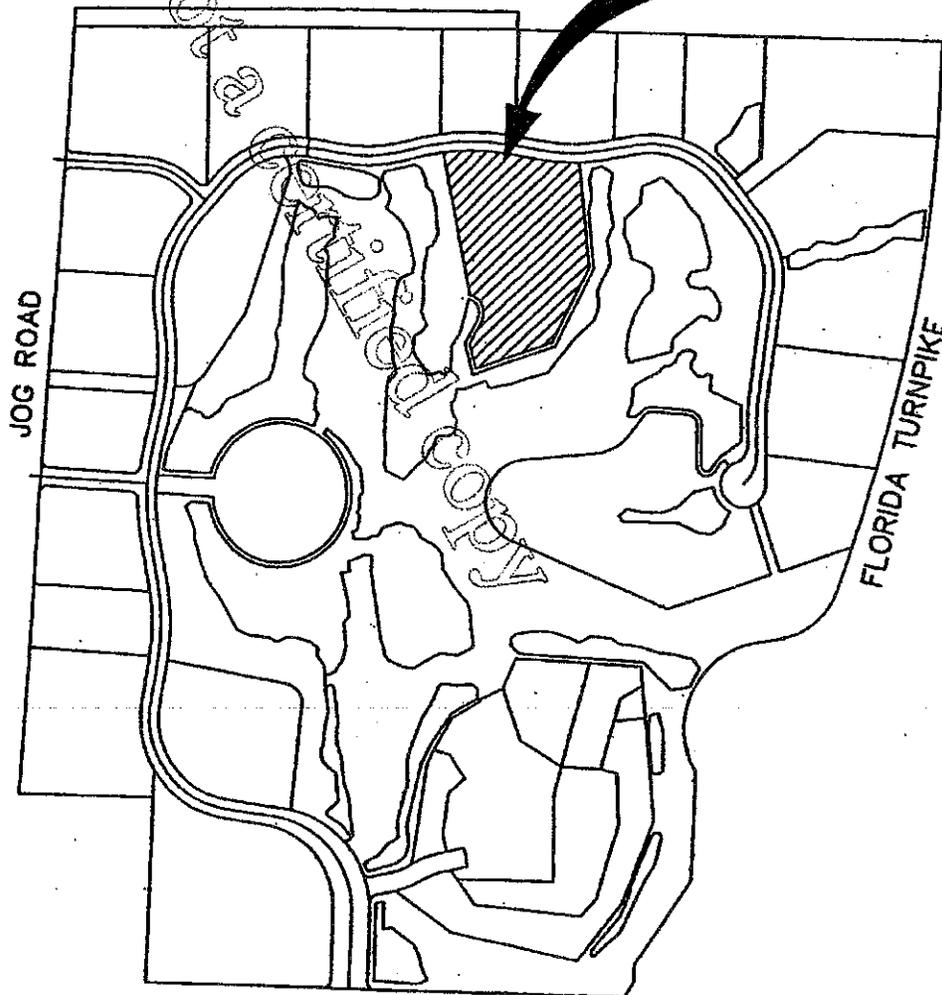
**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 2**

SCALE 1" = 200.0'	PROJECT No 04-4569	SHEET 3
PLAT DATE	DWG FILE	22

LOCATION SKETCH OF THE OVERALL PROPOSED PROJECT

*This is not a*

**SITE**



N.T.S.

OKEECHOBEE BOULEVARD  
(STATE ROAD 704)

*(688211)*

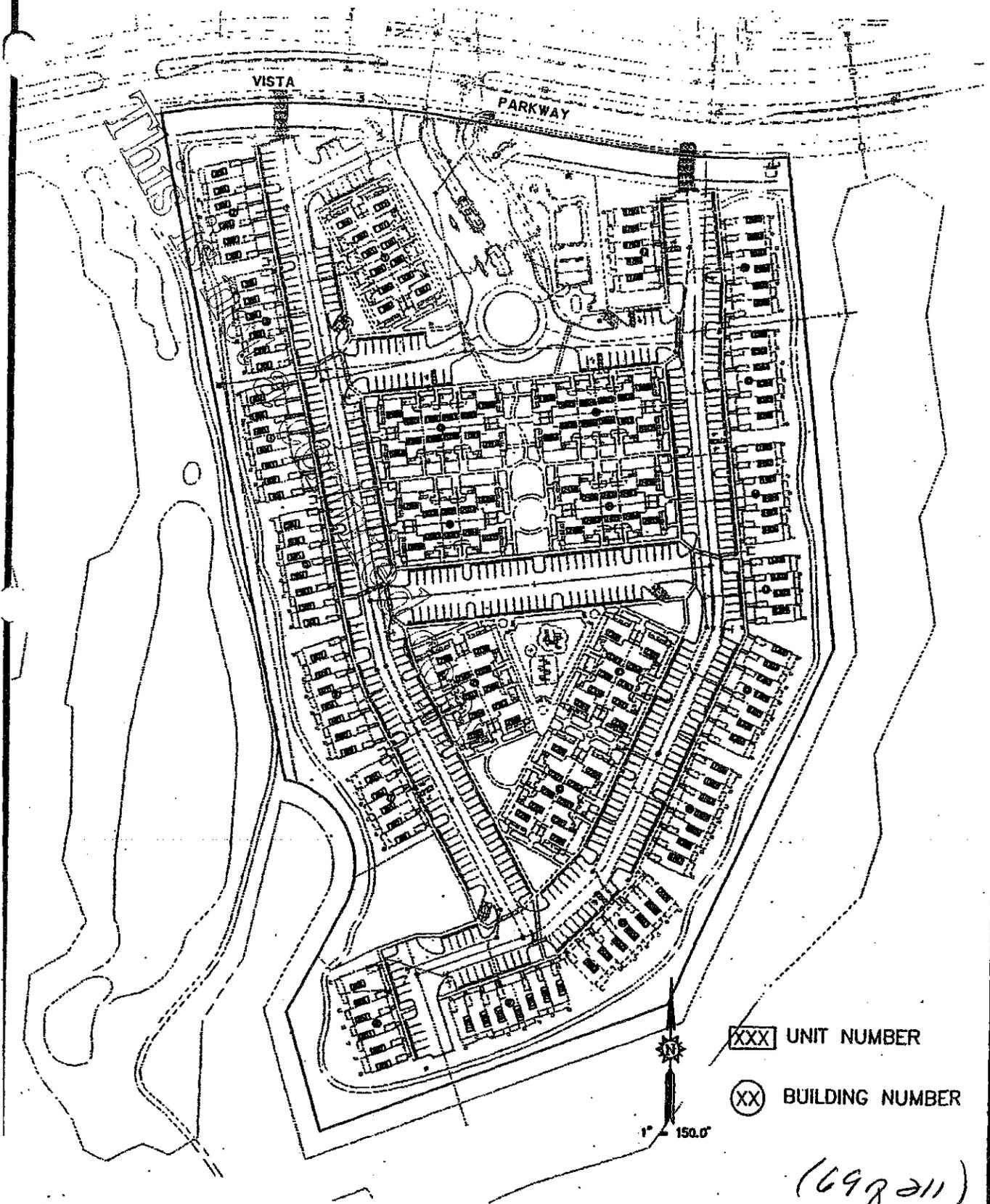


Calvin, Giordano & Associates, Inc.  
Engineers Surveyors Planners  
1800 Eller Drive Suite 800  
Fort Lauderdale, Florida 33316  
954.983.7781 954.983.8907 fax

The Links at Emerald Dunes  
Condominium  
EXHIBIT 2

SCALE 1" = 200.0'	PROJECT No 04-4569	SHEET 4
PLAT DATE	CAD FILE	22

# SITE PLAN OF THE OVERALL PROJECT



XXX UNIT NUMBER

XX BUILDING NUMBER

1" = 150.0'

(698211)



**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Blair Drive Suite 600  
 Fort Lauderdale, Florida 33318  
 954.921.7782 954.921.5807 fax

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 2**

SCALE	PROJECT No	SHEET
1" = 150.0'	04-4569	5
PLAT DATE	CAD FILE	22

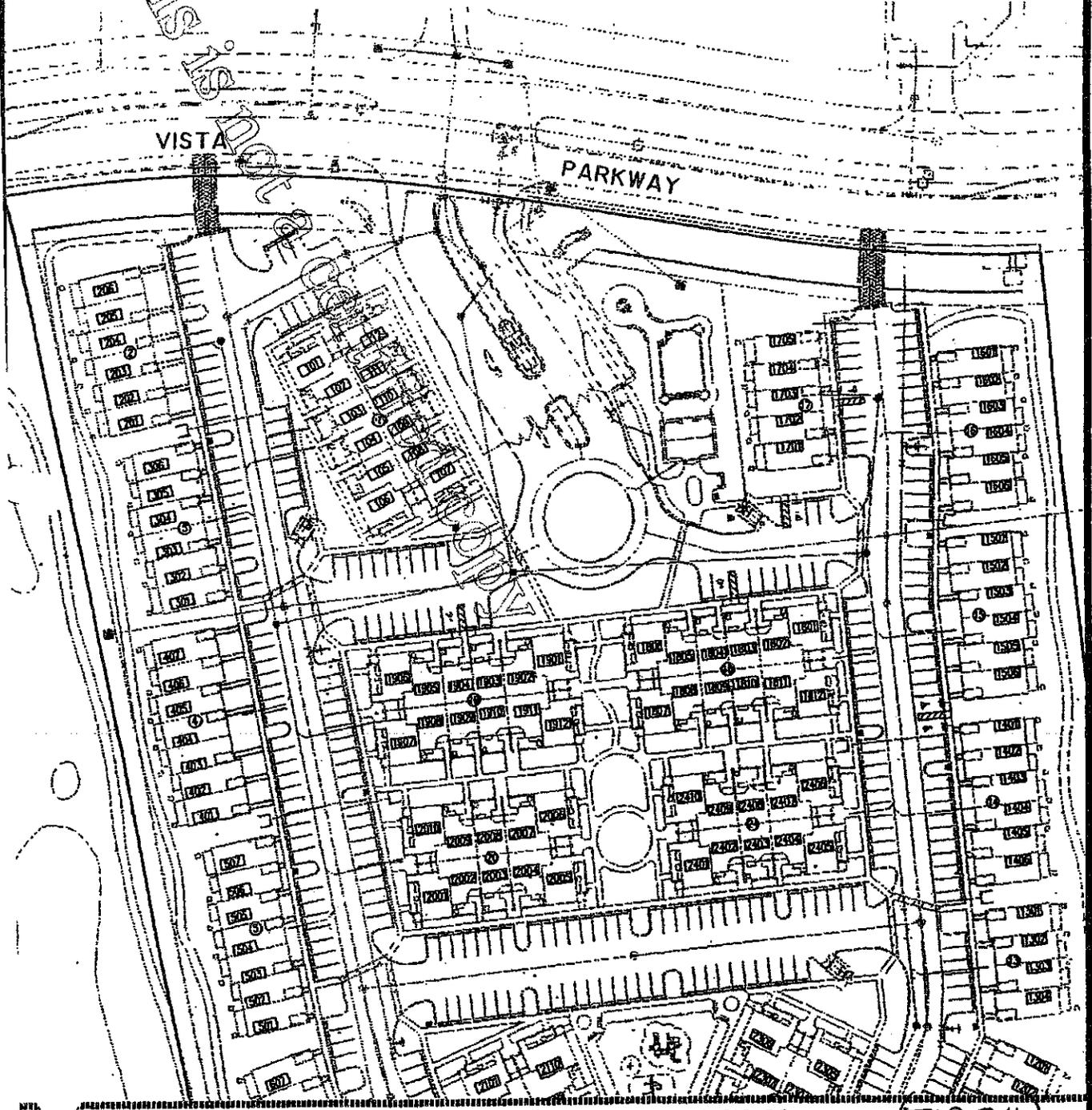
# SITE PLAN OF THE OVERALL PROJECT



XXX UNIT NUMBER  
 XX BUILDING NUMBER

This is not

VISTA PARKWAY



MATCHLINE "1" SEE SHEET 7 OF 22

700 211



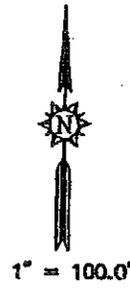
**Cabin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Eller Drive Suite 800  
 Fort Lauderdale, Florida 33318  
 954.921.7781 954.921.8007 fax

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 2**

SCALE 1" = 100.0'	PROJECT No. 04-4569	SHEET 6
PLAT DATE	CAD FILE	??

# SITE PLAN OF THE OVERALL PROJECT

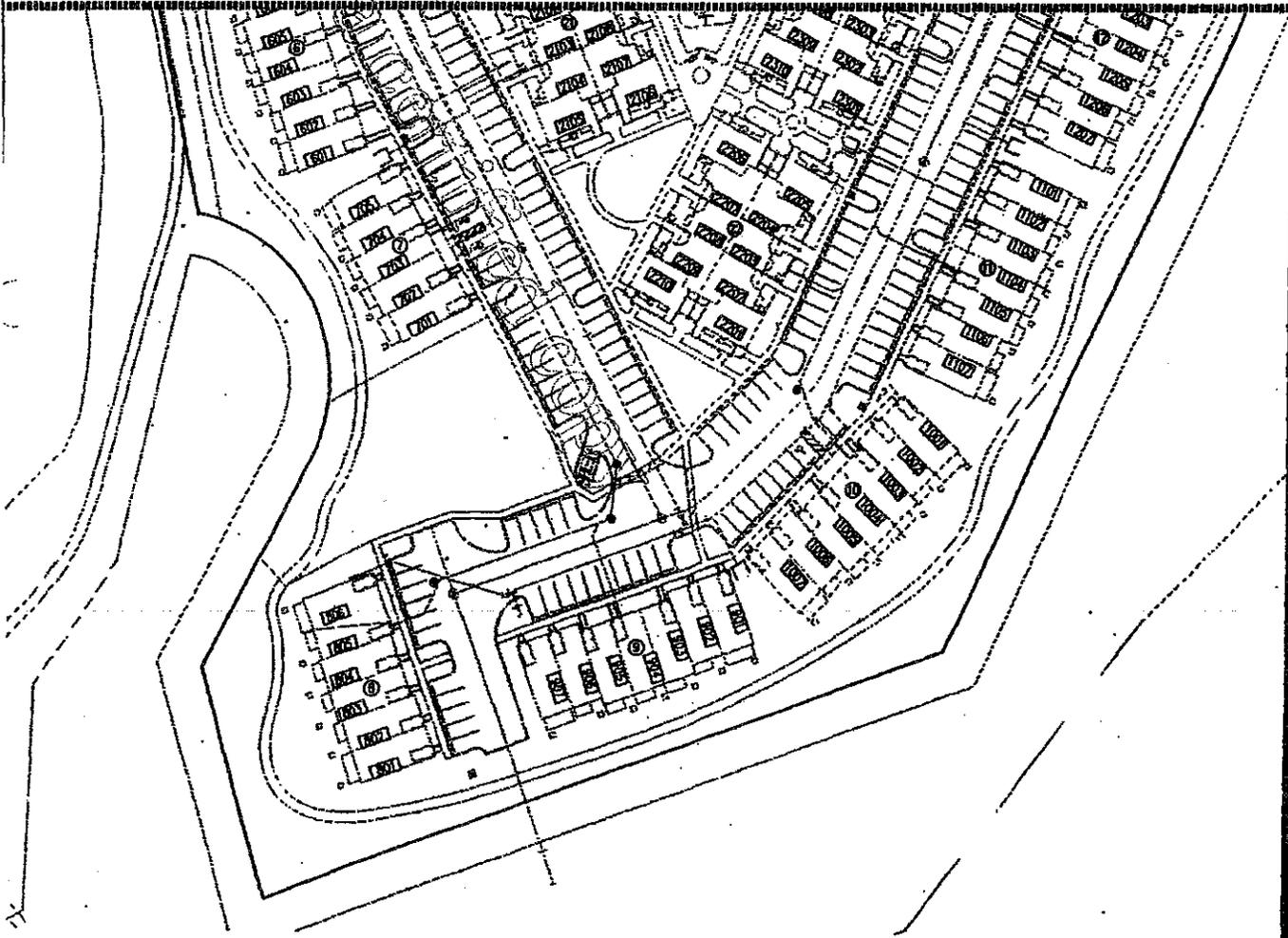
*This is not*



XXX UNIT NUMBER

XX BUILDING NUMBER

MATCHLINE "1" SEE SHEET 6 OF 22



(718211)

**GA**  
**Cavin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Elber Drive Suite 400  
 Fort Lauderdale, Florida 33316  
 954.821.7781 954.821.8007 fax

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 2**

SCALE 1" = 100.0'	PROJECT No 04-4569	SHEET 7
PLOT DATE	CAD FILE	22



# PARKING PLAN OF THE OVERALL PROJECT

**NOTE:**

The numbered parking spaces are limited common elements. All other parking spaces are common elements.

*This is not a*

XXX UNIT NUMBER

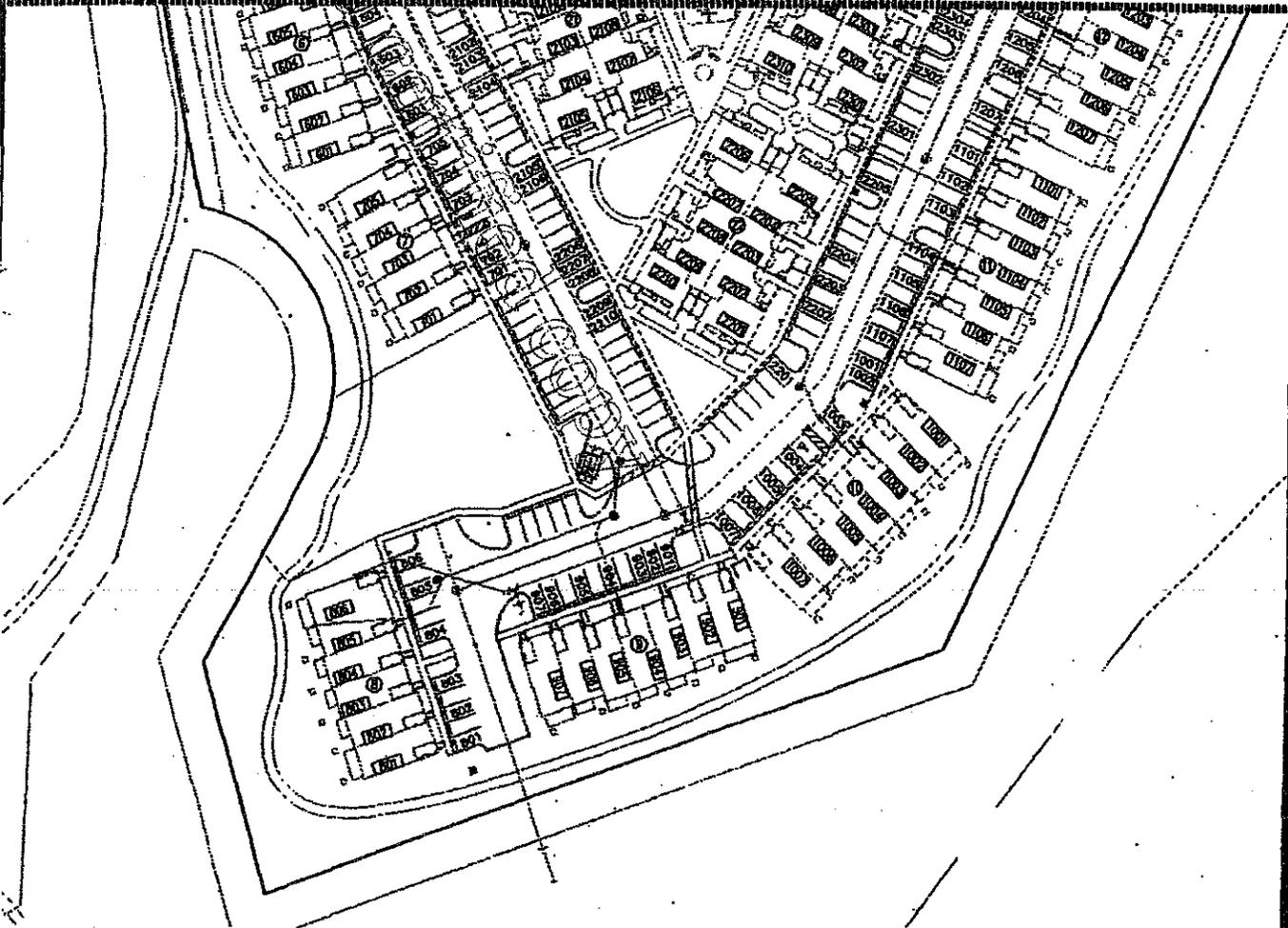
XX BUILDING NUMBER

XXX PARKING NUMBER



1" = 100.0'

MATCHLINE "1" SEE SHEET 8 OF 22



*(738211)*

**GA**  
**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Blair Drive Suite 400  
 Fort Lauderdale, Florida 33318  
 954-553-7781 954-523-8607 fax

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 2**

SCALE 1" = 100.0'	PROJECT No 04-4589	SHEET 9
PLAN DATE	CAD FILE	



**BACKYARD, FRONTYARD, ENTRYWAY & TERRACE PLAN  
LIMITED COMMON ELEMENTS OF THE OVERALL PROJECT**



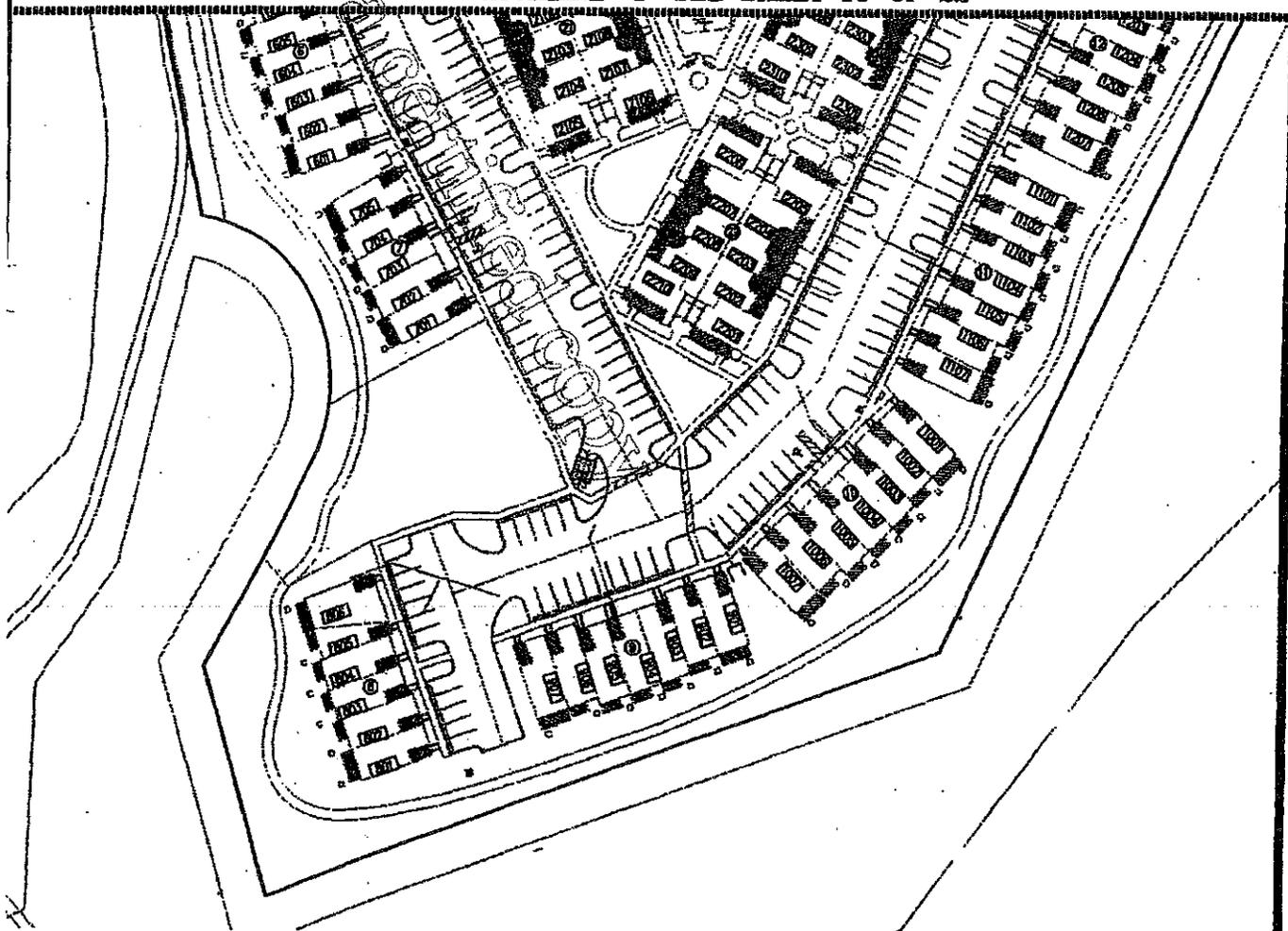
XXX UNIT NUMBER

XX BUILDING NUMBER

■ LIMITED COMMON ELEMENTS

*This is not a*

MATCHLINE "1" SEE SHEET 10 OF 22



(758211)



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1800 Eller Drive Suite 800  
Fort Lauderdale, Florida 33316  
954 851 7781 954-921-8807 fax

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 2**

SCALE 1" = 100.0'	PROJECT No 04-4569	SHEET 11
PLOT DATE	CAD FILE	

# 1st FLOOR PLAN FOR PHASE 1 (BUILDING 1)

## Legend

-  Limited Common Elements
-  Common Element Boundary Line
-  Condominium Unit Boundary
- P** Patio
- A/C** Air Conditioning

### NOTES:

Each Condominium Unit consists of the space bounded by:

**A) Upper Boundaries and Lower Boundaries:**

The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

i) **Upper Boundaries:** The horizontal plane of the lowest surface of the unfinished ceiling slab of the second floor of the Unit.

ii) **Lower Boundaries:** The horizontal plane of the highest surface of the unfinished slab of the Unit.

ii) **Perimetrical Boundaries:** The vertical planes formed by the unfinished interior surfaces of the boundary walls as depicted hereon, extended to an intersection with each other and with the upper and lower boundaries as described in subparagraph (A) above.

**C) Certain Items Exclusively Serving a Unit:**

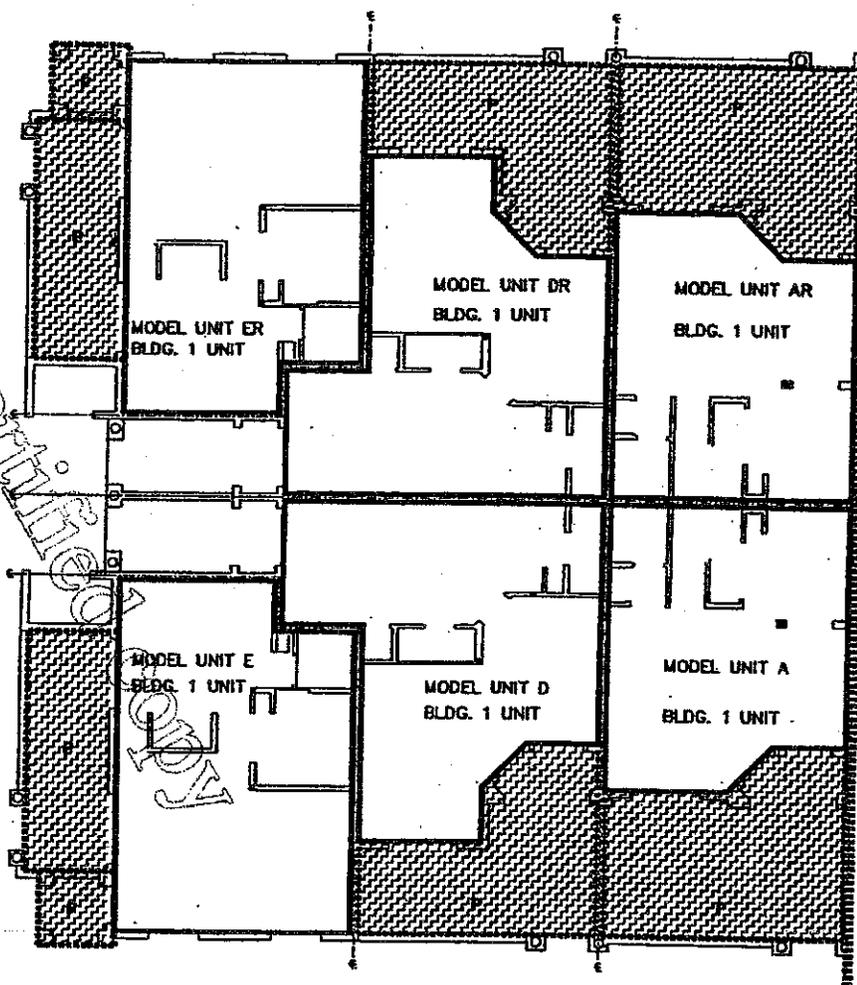
In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air conditioning equipment wherever located exclusively serving the Unit, and all doors, windows, glass screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.

### NOTES:

1.) There may exist some variance between the elevations proposed and the unfinished elevations.

2.) Elevations refers to (N.G.V.D.) National Geodetic Vertical Datum of 1929.

3.) The frontyard, backyard, entryway and/or terrace indicated hereon are for reference only. Refer to Exhibit 2, sheets through 11 for more definite information.



(768211)



**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1900 Eller Drive Suite 600  
 Fort Lauderdale, Florida 33316  
 954.921.7781 954.921.8807 fax.

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 2**

SCALE 1/16"=1'	PROJECT No 04-4569	SHEET 12
PLOT DATE	CAD FILE	??

# 1st FLOOR PLAN FOR PHASE 1 (BUILDING 1)

## Legend



Limited Common Elements

Common Element Boundary Line

Condominium Unit Boundary

P Patio

A/C Air Conditioning

### NOTES:

Each Condominium Unit consists of the space bounded by:

A) Upper Boundaries and Lower Boundaries: The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

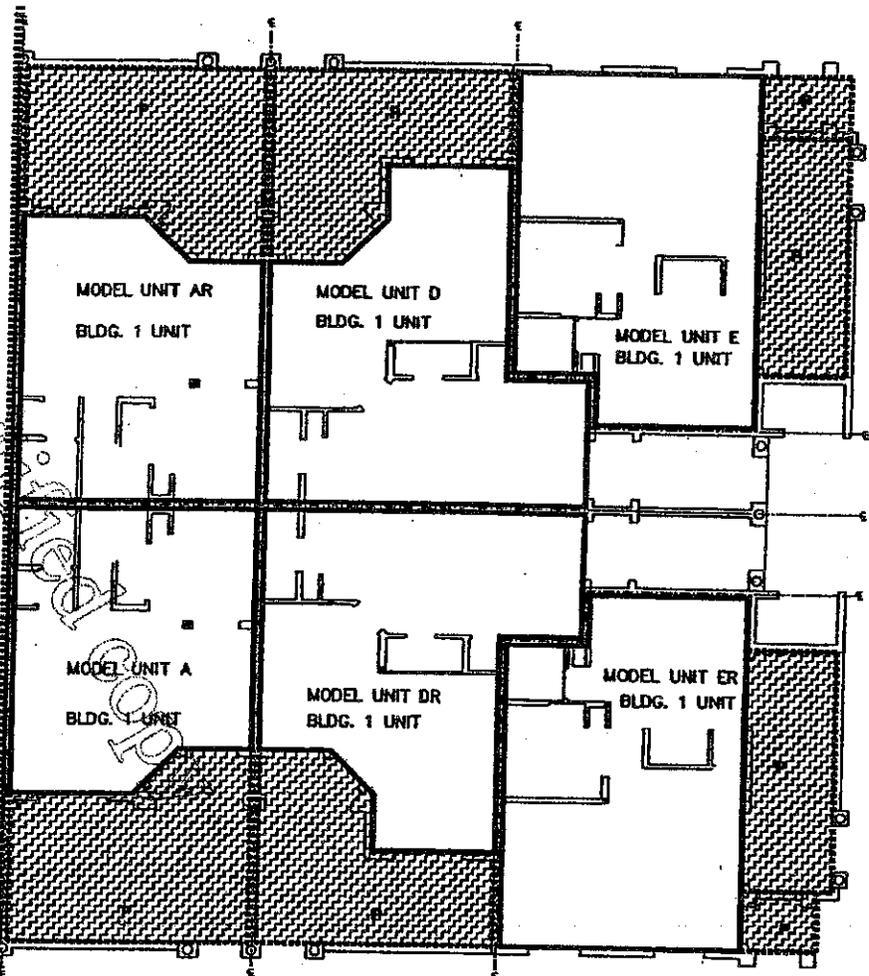
1) Upper Boundaries: The horizontal plane of the lowest surface of the unfinished ceiling slab of the second floor of the Unit.

2) Lower Boundaries: The horizontal plane of the highest surface of the unfinished slab of the Unit.

B) Perimetrical Boundaries: The vertical planes formed by the unfinished interior surfaces of the boundary walls as depicted hereon, extended to an intersection with each other and with the upper and lower boundaries as described in subparagraph (A) above.

C) Certain Items Exclusively Serving a Unit: In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air conditioning equipment wherever located exclusively serving the Unit, and all doors, windows, glass screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.

MATCHLINE "1" SEE SHEET 12 OF 22



### NOTES:

1.) There may exist some variance between the elevations proposed and the unfinished elevations.

2.) Elevations refers to (N.G.V.D.) National Geodetic Vertical Datum of 1929.

3.) The frontyard, backyard, entryway and/or terrace indicated hereon are for information only. Refer to Exhibit 2, sheets through 11 for more definite information.

(778211)

**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Klier Drive Suite 600  
 Fort Lauderdale, Florida 33316  
 954.921.7781 954.921.8807 fax

The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 2

SCALE 1/16"=1'	PROJECT No 04-4568	SHEET 13
PLLOT DATE	CAD FILE	22

# 2nd FLOOR PLAN FOR PHASE 1 (BUILDING 1)

## Legend



Limited Common Elements

Common Element Boundary Line

Condominium Unit Boundary

P Patio

A/C Air Conditioning

### NOTES:

Each Condominium Unit consists of the space bounded by:

**A) Upper Boundaries and Lower Boundaries:** The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

i) **Upper Boundaries:** The horizontal plane of the lowest surface of the unfinished ceiling slab of the second floor of the Unit.

ii) **Lower Boundaries:** The horizontal plane of the highest surface of the unfinished slab of the Unit.

**B) Perimetrical Boundaries:** The vertical planes formed by the unfinished interior surfaces of the boundary walls as depicted hereon, extended to an intersection with each other and with the upper and lower boundaries as described in subparagraph (A) above.

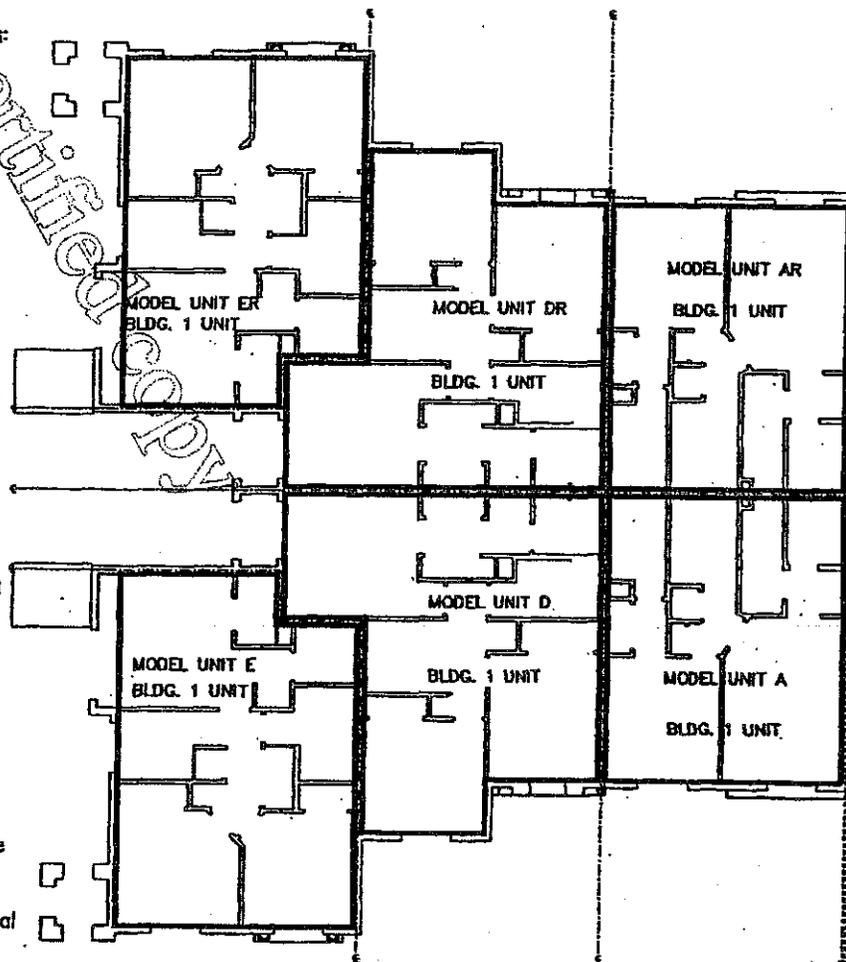
**C) Certain Items Exclusively Serving a Unit:** In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air conditioning equipment wherever located exclusively serving the Unit, and all doors, windows, glass screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.

### NOTES:

1.) There may exist some variance between the elevations proposed and the unfinished elevations.

2.) Elevations refers to (N.G.V.D.) National Geodetic Vertical Datum of 1929.

3.) The frontyard, backyard, entryway and/or terrace indicated hereon are for information only. Refer to Exhibit 2, sheets 1 through 11 for more definite information.



MATCHLINE "2" SEE SHEET 15 OF 22

(789211)

**GA** **Cahn, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Silver Dunes Suite 600  
 Fort Lauderdale, Florida 33316  
 954.921.7701 954.921.8607 fax

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 2**

SCALE 1/16"=1'	PROJECT No 04-4569	SHEET 14
PLAT DATE	CAD FILE	22

# 2nd FLOOR PLAN FOR PHASE 1 (BUILDING 1)

## Legend



Limited Common Elements



Common Element Boundary Line



Condominium Unit Boundary

P

Patio

A/C

Air Conditioning

## NOTES:

Each Condominium Unit consists of the space bounded by:

### A) Upper Boundaries and Lower Boundaries:

The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

1) Upper Boundaries: The horizontal plane of the lowest surface of the unfinished ceiling slab of the second floor of the Unit.

2) Lower Boundaries: The horizontal plane of the highest surface of the unfinished slab of the Unit.

B) Perimetrical Boundaries: The vertical planes formed by the unfinished interior surfaces of the boundary walls as depicted hereon, extended to an intersection with each other and with the upper and lower boundaries as described in subparagraph (A) above.

C) Certain Items Exclusively Serving a Unit: In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air conditioning equipment wherever located exclusively serving the Unit, and all doors, windows, glass screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.

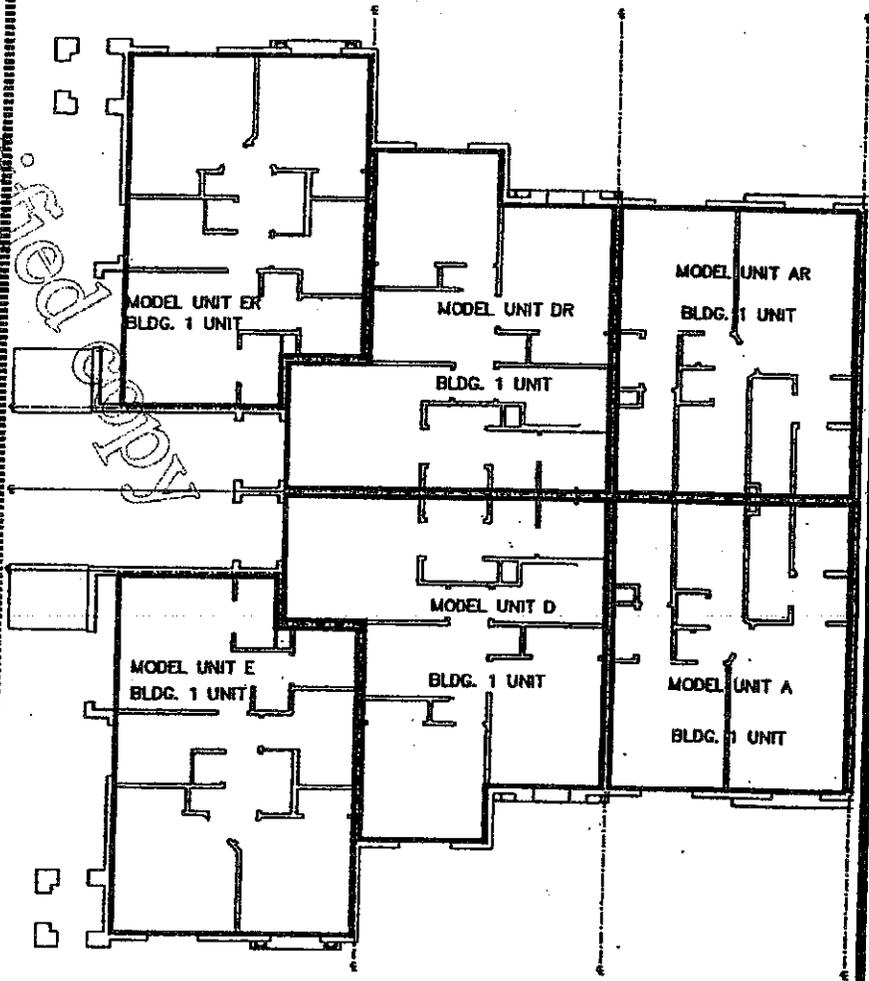
## NOTES:

1.) There may exist some variance between the elevations proposed and the unfinished elevations.

2.) Elevations refers to (N.G.V.D.) National Geodetic Vertical Datum of 1929.

3.) The frontyard, backyard, entryway and/or terrace indicated hereon are for information only. Refer to Exhibit 2, sheets 10 through 11 for more definite information.

MATCHLINE "2" SEE SHEET 14 OF 22



(798211)



**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Eller Drive Suite 400  
 Fort Lauderdale, Florida 33316  
 954.981.7781 954.981.0807 fax

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 2**

SCALE 1/16"=1'	PROJECT No 04-4569	SHEET 15
PLOT DATE	CAD FILE	

# Elevations for Phase 1

*This is not a certified copy*

Building No./ Phase No.	1st Floor Elevation	1st Floor Ceiling	2nd Floor Elevation	2nd Floor Ceiling
1 / 1	20.50'	29.75'	30.33'	39.00'

*(807211)*

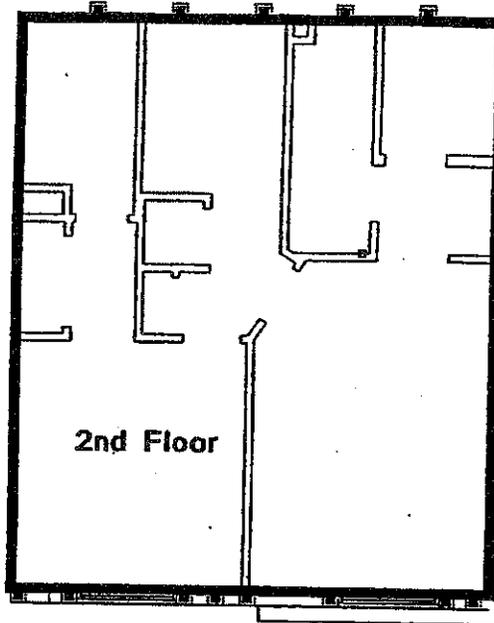
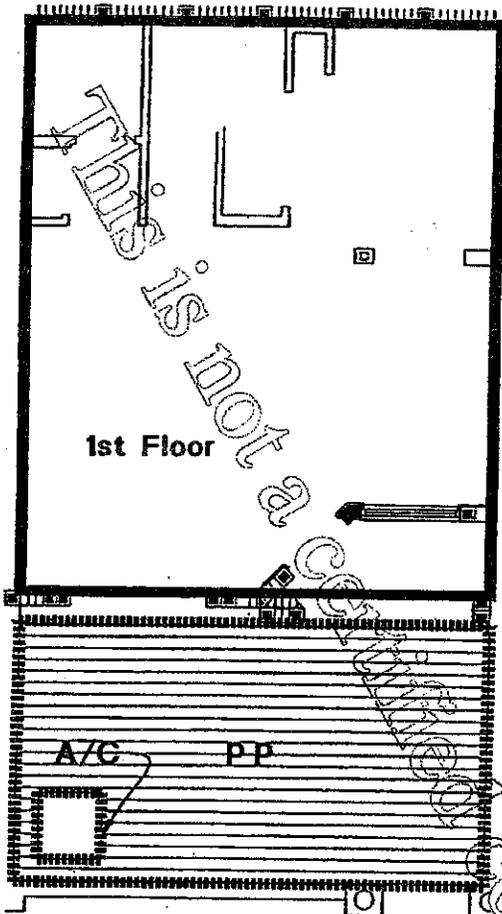


**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1000 Eller Drive Suite 600  
 Fort Lauderdale, Florida 33316  
 954.921.7781 954.921.8877 Fax

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 2**

SCALE N.T.S.	PROJECT No 04-4569	SHEET 16
PLDW DATE	CAD FILE	??

# THE DESCRIPTION FOR MODEL A FOR THE OVERALL PROPOSED PROJECT



### Legend



Limited Common Elements



Common Element Boundary Line



Condominium Unit Boundary

P

Patio

A/C

Air Conditioning

#### NOTES:

1) The frontyard, backyard, entryway and/or terrace indicated hereon are for reference only. Refer to Exhibit 2, sheets 10 and 11 for more definite information.

#### NOTES:

Each Condominium Unit consists of the space bounded by:

A) Upper Boundaries and Lower Boundaries: The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

i) Upper Boundaries: The horizontal plane of the lowest surface of the unfinished ceiling slab of the second floor Unit.

ii) Lower Boundaries: The horizontal plane of the highest surface of the unfinished floor slab of the Unit.

B) Perimetrical Boundaries: The vertical planes formed by the unfinished interior surfaces of the boundary walls depicted hereon extended to an intersection with each other and with the upper and lower boundaries as described in subparagraph (A) above.

Items Exclusively Serving a Unit: In addition to the area within the perimetrical and upper and lower boundaries described each Unit shall be deemed to include within its boundaries the air conditioning equipment wherever located exclusively serving the Unit, and all doors, windows, glass screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.

**GA** Calvin, Giordano & Associates, Inc.  
Engineers Surveyors Planners  
1800 Elzer Drive Suite 800  
Fort Lauderdale, Florida 33316

**The Links at Emerald Dunes  
Condominium**  
EXHIBIT 2

SCALE 1/8"=1'	PROJECT No 04-4569	SHEET 17
PLOT DATE	CAD FILE	

# THE DESCRIPTION FOR MODEL AR FOR THE OVERALL PROPOSED PROJECT

**NOTES:**

1) The frontyard, backyard, entryway and/or terrace indicated hereon are for reference only. Refer to Exhibit 2, sheets 10 and 11 for more definite information.

**Legend**

-  Limited Common Elements
-  Common Element Boundary Line
-  Condominium Unit Boundary
-  Patio
-  Air Conditioning

**NOTES:**

Each Condominium Unit consists of the space bounded by:

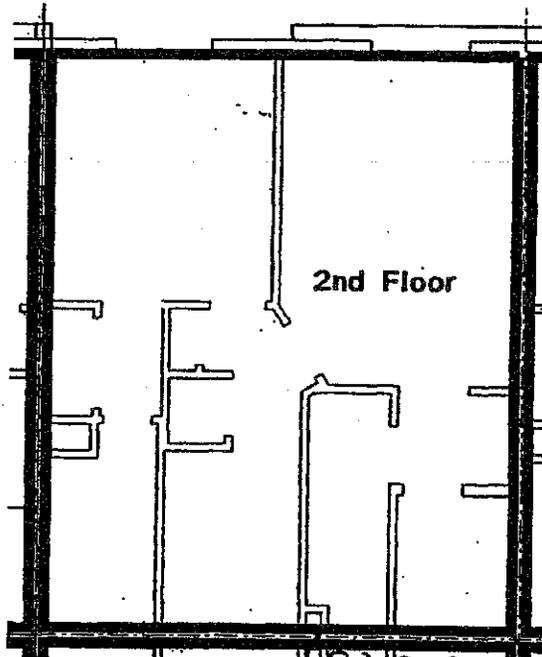
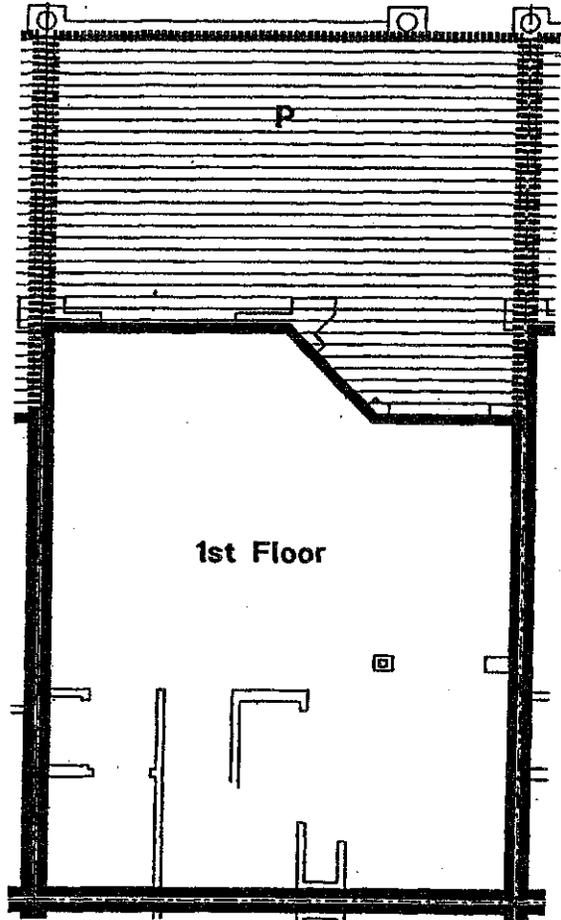
**A) Upper Boundaries and Lower Boundaries:** The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

i) **Upper Boundaries:** The horizontal plane of the lowest surface of the unfinished ceiling slab of the second floor Unit.

ii) **Lower Boundaries:** The horizontal plane of the highest surface of the unfinished floor slab of the Unit.

**B) Perimetrical Boundaries:** The vertical planes formed by the unfinished interior surfaces of the boundary walls depicted hereon extended to an intersection with each other and with the upper and lower boundaries as described in subparagraph (A) above.

**C) Certain Items Exclusively Serving a Unit:** In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air conditioning equipment wherever located exclusively serving the Unit, and all doors, windows, glass screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.



**GA** Calvin, Giordano & Associates, Inc.  
Engineers Surveyors Planners  
1800 Eller Drive Suite 600  
Fort Lauderdale, Florida 33316  
954 921-7781 954 921-8807 fax

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 2**

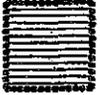
SCALE 1/8"=1'	PROJECT No 04-4569	SHEET 18
PLOT DATE	CAD FILE	

# THE DESCRIPTION FOR MODEL D FOR THE OVERALL PROPOSED PROJECT

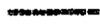
**NOTES:**

1) The frontyard, backyard, entryway and/or terrace indicated hereon are for reference only. Refer to Exhibit 2, sheets 10 and 11 for more definite information.

**Legend**



Limited Common Elements



Common Element Boundary Line



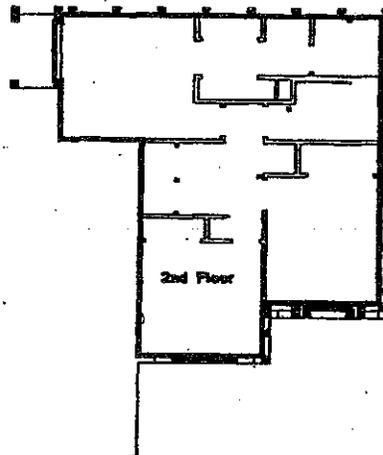
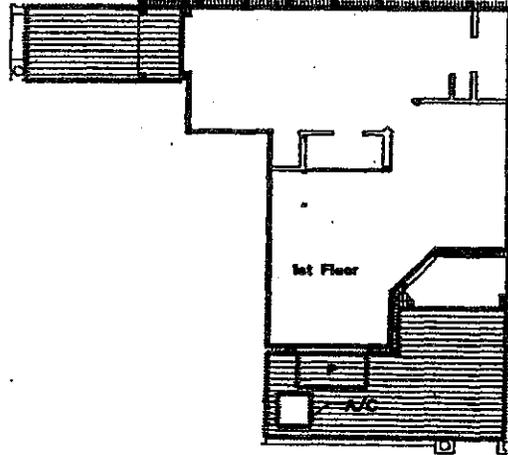
Condominium Unit Boundary

P

Patio

A/C

Air Conditioning



**NOTES:**

Each Condominium Unit consists of the space bounded by:

A) Upper Boundaries and Lower Boundaries: The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

i) Upper Boundaries: The horizontal plane of the lowest surface of the unfinished ceiling slab of the second floor Unit.

ii) Lower Boundaries: The horizontal plane of the highest surface of the unfinished floor slab of the Unit.

B) Perimetrical Boundaries: The vertical planes formed by the unfinished interior surfaces of the boundary walls depicted hereon extended to an intersection with each other and with the upper and lower boundaries as described in subparagraph (A) above.

C) Certain Items Exclusively Serving a Unit: In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air conditioning equipment wherever located exclusively serving the Unit, and all doors, windows, glass screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.

(838211)

**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1800 Elier Drive Suite 600  
Fort Lauderdale, Florida 33316  
954.921.7701 954.921.8807 fax

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 2**

SCALE 1/16"=1'	PROJECT No 04-4589	SHEET 19	
PLOT DATE	CAD FILE		22

# THE DESCRIPTION FOR MODEL DR FOR THE OVERALL PROPOSED PROJECT

**NOTES:**

1) The frontyard, backyard, entryway and/or terrace indicated hereon are for reference only. Refer to Exhibit 2, sheets 10 and 11 for more definite information.

**Legend**

-  Limited Common Elements
-  Common Element Boundary Line
-  Condominium Unit Boundary
-  Patio
-  Air Conditioning

**NOTES:**

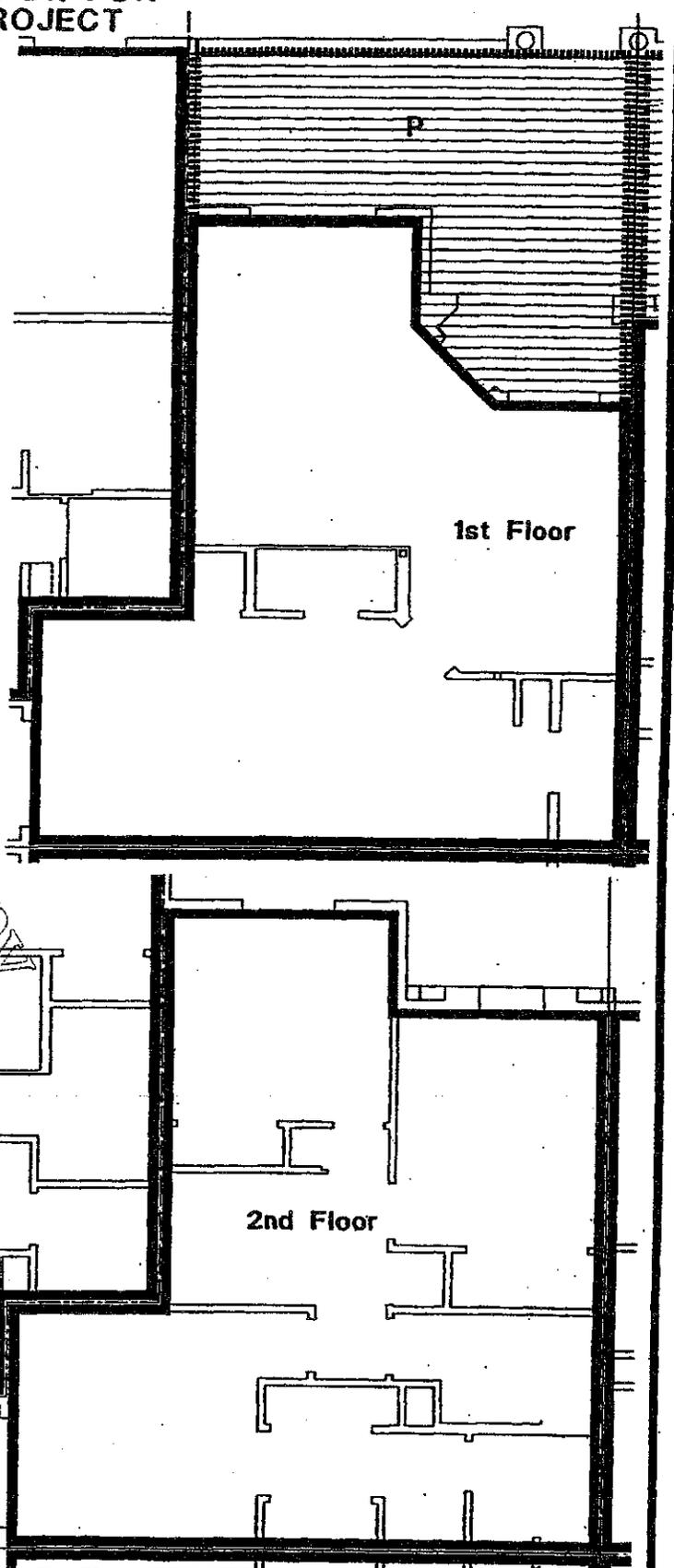
Each Condominium Unit consists of the space bounded by:  
 i) Upper Boundaries and Lower Boundaries: The upper and lower boundaries of each Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries.

i) Upper Boundaries: The horizontal plane of the lowest surface of the unfinished ceiling slab of the second floor Unit.

ii) Lower Boundaries: The horizontal plane of the highest surface of the unfinished floor slab of the Unit.

B) Perimetrical Boundaries: The vertical planes formed by the unfinished interior surfaces of the boundary walls depicted hereon extended to an intersection with each other and with the upper and lower boundaries as described in subparagraph (A) above.

C) Certain Items Exclusively Serving a Unit: In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air conditioning equipment wherever located exclusively serving the Unit, and all doors, windows, glass screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.



**CA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Eller Drive Suite 800  
 Fort Lauderdale, Florida 33316  
 954.921.7781 954.921.8807 fax

The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 2

SCALE 1/8"=1'	PROJECT No 04-4569	SHEET 20 (848-11)
PLOT DATE	CAD FILE	

# THE DESCRIPTION FOR MODEL E FOR THE OVERALL PROPOSED PROJECT

**NOTES:**

1) The frontyard, backyard, entryway and/or terrace indicated hereon are for reference only. Refer to Exhibit 2, sheets 10 and 11 for more definite information.

**Legend**

-  Limited Common Elements
-  Common Element Boundary Line
-  Condominium Unit Boundary
-  Patio
-  Air Conditioning

**NOTES:**

Each Condominium Unit consists of the space bounded by:

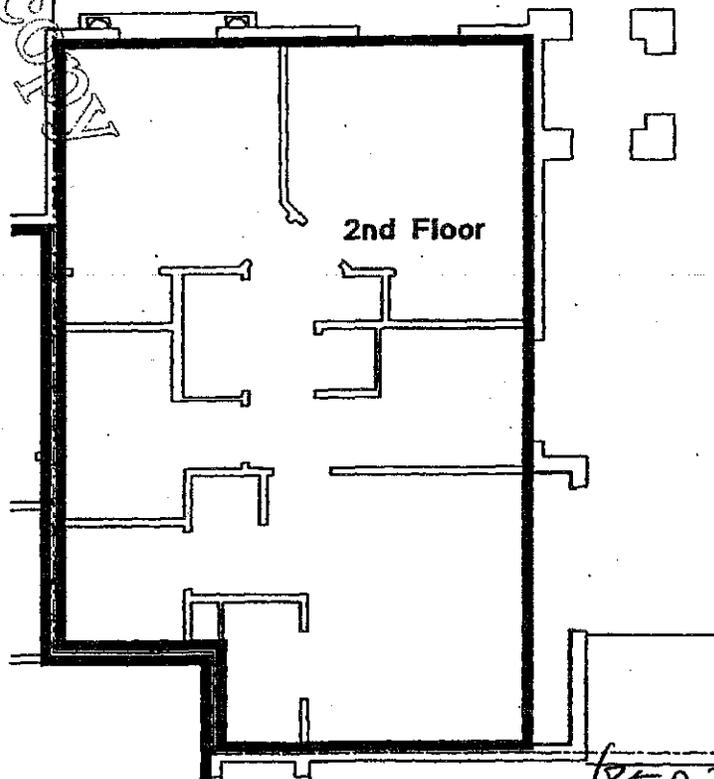
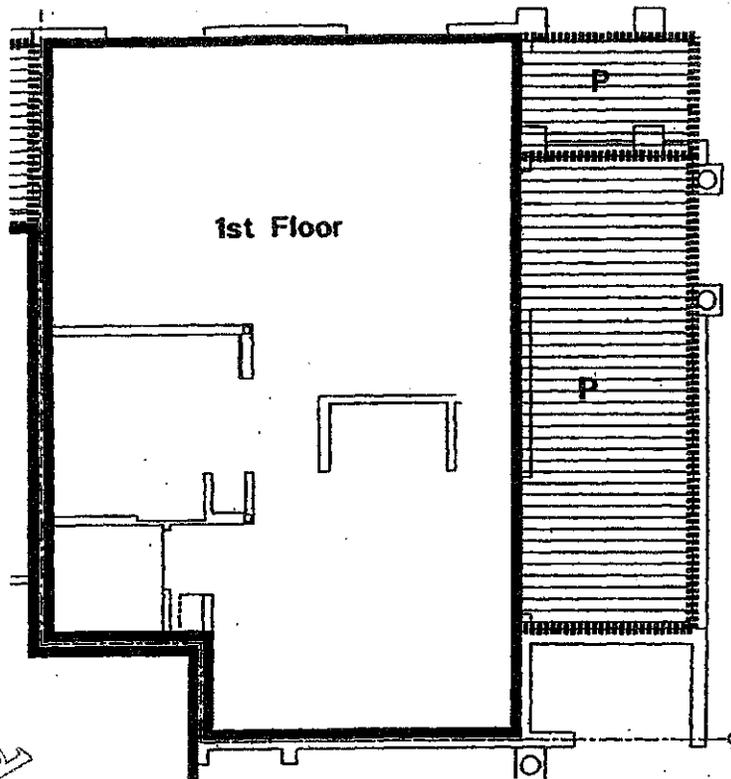
Upper Boundaries and Lower Boundaries: The upper and lower boundaries of each Unit shall be following boundaries extended to an intersection with the perimetrical boundaries.

i) Upper Boundaries: The horizontal plane of the lowest surface of the unfinished ceiling slab of the second floor Unit.

ii) Lower Boundaries: The horizontal plane of the highest surface of the unfinished floor slab of the Unit.

B) Perimetrical Boundaries: The vertical planes formed by the unfinished interior surfaces of the boundary walls depicted hereon extended to an intersection with each other and with the upper and lower boundaries as described in subparagraph (A) above.

C) Certain Items Exclusively Serving a Unit: In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air conditioning equipment wherever located exclusively serving the Unit, and all doors, windows, glass screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.



(850 211)

**GA**  
**Cavin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Eller Drive Suite 600  
 Fort Lauderdale, Florida 33316

**The Links at Emerald Dunes  
 Condominium**  
 EXHIBIT 2

SCALE 1/8"=1'  PLOT DATE	PROJECT NO. 04-4569  CAD FILE
-----------------------------------	--

SHEET 21

# THE DESCRIPTION FOR MODEL ER FOR THE OVERALL PROPOSED PROJECT

**NOTES:**

1) The frontyard, backyard, entryway and/or terrace indicated hereon are for reference only. Refer to Exhibit 2, sheets 10 and 11 for more definite information.

**Legend**

-  Limited Common Elements
-  Common Element Boundary Line
-  Condominium Unit Boundary
-  Patio
-  Air Conditioning

**NOTES:**

Each Condominium Unit consists of the space bounded by:

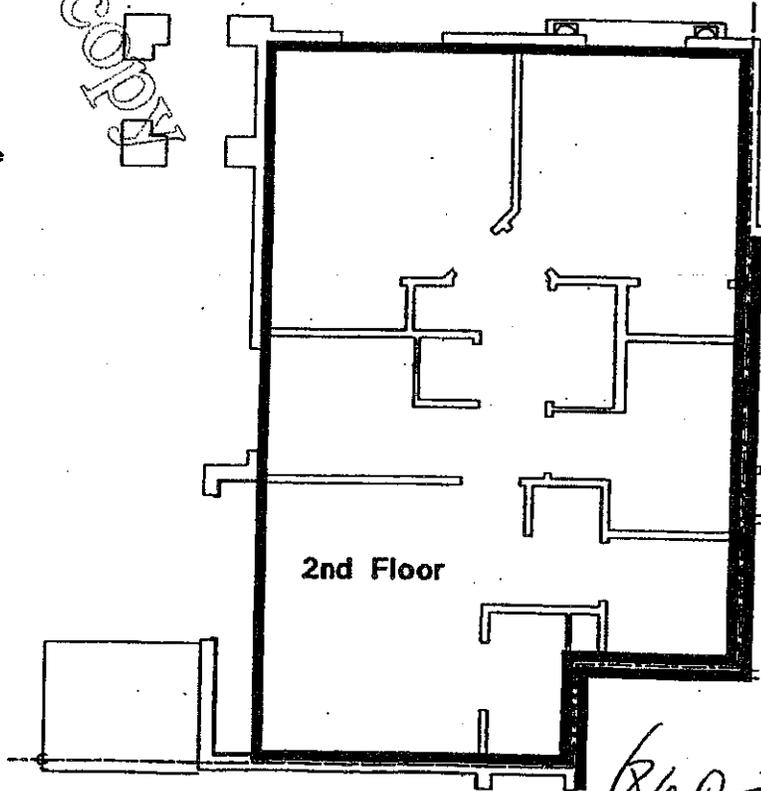
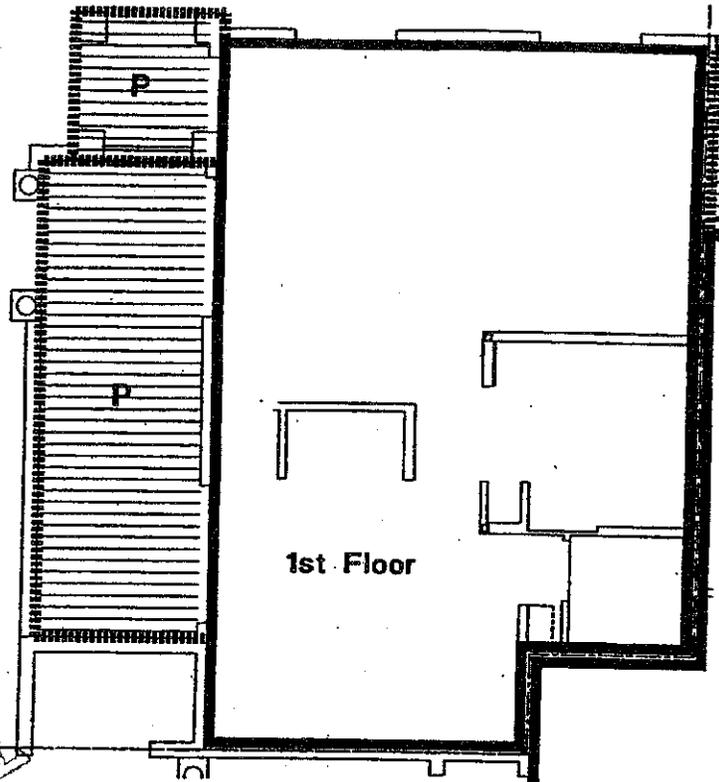
**A) Upper Boundaries and Lower Boundaries:** The upper and lower boundaries of each Unit shall be following boundaries extended to an intersection with the perimetrical boundaries.

i) **Upper Boundaries:** The horizontal plane of the lowest surface of the unfinished ceiling slab of the second floor Unit.

ii) **Lower Boundaries:** The horizontal plane of the highest surface of the unfinished floor slab of the Unit.

**B) Perimetrical Boundaries:** The vertical planes formed by the unfinished interior surfaces of the boundary walls depicted hereon extended to an intersection with each other and with the upper and lower boundaries as described in subparagraph (A) above.

**C) Certain Items Exclusively Serving a Unit:** In addition to the area within the perimetrical and upper and lower boundaries described above, each Unit shall be deemed to include within its boundaries the air conditioning equipment wherever located exclusively serving the Unit, and all doors, windows, glass screening, and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively.



(869211)

	<b>Calvin, Giordano &amp; Associates, Inc.</b>	
	Engineers Surveyors Planners	
	1800 Eller Drive	Suite 400
	Fort Lauderdale, Florida 33316	

**The Links at Emerald Dunes  
Condominium**  
EXHIBIT 2

SCALE 1/8"=1'	PROJECT No 04-4569	SHEET 22
PLOT DATE	CAD FILE	

**Exhibit 3**

**(INITIAL PHASE)**

**UNDIVIDED INTEREST IN THE COMMON EXPENSES AND COMMON ELEMENTS**

<b>Unit Number</b>	<b>Percentage of Common Elements</b>
101	8.333%
102	8.333%
103	8.333%
104	8.333%
105	8.333%
106	8.333%
107	8.333%
108	8.333%
109	8.333%
110	8.333%
111	8.333%
112	8.333%
	<b>100%</b>

*This is not a certified copy*

*(878211)*

**Exhibit 3 (continued)**

**(SUBSEQUENT PHASES)**

**UNDIVIDED INTEREST IN THE COMMON EXPENSES AND COMMON ELEMENTS**

Each Unit's share of the Common Expenses and Common Elements will be equal to the percentage calculated by dividing 100 by the total number of Units then submitted to the Condominium. For example, after Phase 2 is submitted, the total number of Units will be equal to 18 and each Unit's percentage interest will be 5.556%. If all 24 Phases are completed and submitted to the Condominium in the intended order, each Unit's share will be, after the submission of the applicable Phase, as follows:

Phase No.	Each Unit's Percentage Interest
1	8.333
2	5.556
3	4.000
4	3.125
5	2.381
6	2.083
7	1.724
8	1.538
9	1.389
10	1.220
11	1.149
12	1.064
13	.962
14	.877
15	.826
16	.752
17	.690
18	.658
19	.641
20	.617
21	.595
22	.574
23	.559
24	.541

Exhibit 4

ARTICLES OF INCORPORATION

This is not a certified copy

(112898)

Florida Department of State  
Division of Corporations  
Public Access System

Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H05000226165 3)))

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations  
Fax Number : (850) 205-0381

From: Account Name: DUANE MORRIS & HECKSCHER, LLP  
Account Number: 119990000059  
Phone: (305) 960-2220  
Fax Number: (305) 960-2201

FLORIDA NON-PROFIT CORPORATION

THE LINKS AT EMERALD DUNES CONDOMINIUM ASSOCIATION,

Certificate of Status	1
Certified Copy	1
Page Count	09
Estimated Charge	\$87.50

Electronic Filing Menu

Corporate Filing

Public Access Help

((H05000226165 3)))

<https://efile.sunbiz.org/scripts/efilcovr.exe>

9/22/2005

(90 of 211)

This is not a certified copy

ARTICLES OF INCORPORATION  
FOR  
THE LINKS AT EMERALD DUNES  
CONDOMINIUM ASSOCIATION, INC.

(9/18/11)

The Links at Emerald Dunes Condominium  
Articles

((H05000226165 3))

1  
MIA157606.1

TABLE OF CONTENTS

	Page
1. Name .....	3
2. Principal Office .....	3
3. Registered Office - Registered Agent .....	3
4. Definitions .....	3
5. Purpose .....	3
6. Powers and Duties .....	3
6.1 General .....	3
6.2 Enumeration .....	3
6.3 Surface Water Management System .....	4
7. Unit Owners and Memberships .....	4
7.1 Membership .....	4
7.2 Assignment .....	4
7.3 Voting .....	4
7.4 Prior to Recordation of Declaration .....	4
8. Term of Existence .....	4
9. Directors .....	4
9.1 Number and Qualification .....	4
9.2 Duties and Powers .....	4
9.3 Election; Removal .....	5
9.4 Current Directors .....	5
10. Officers .....	5
11. Incorporator .....	5
12. Indemnification .....	5
12.1 Indemnity .....	5
12.2 Limitations on Indemnification .....	5
12.3 Effect of Termination of Action .....	6
12.4 Expenses .....	6
12.5 Approval .....	6
12.6 Advances .....	6
12.7 Miscellaneous .....	6
13. By-Laws .....	6
14. Amendments .....	6
14.1 Notice .....	6
14.2 Proposal .....	6
14.3 Approval .....	6
14.4 Attendance Not Required .....	7
14.5 Limitation .....	7
14.6 Recording .....	7
14.7 Developer .....	7

THIS IS A PRELIMINARY COPY

(928211)

ARTICLES OF INCORPORATION  
FOR  
THE LINKS AT EMERALD DUNES  
CONDOMINIUM ASSOCIATION, INC.

The undersigned, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation (these "Articles").

1. **Name.** The name of the corporation shall be The Links at Emerald Dunes Condominium Association, Inc. (the "Association").
2. **Principal Office.** The principal office of the Association is 1013 N. State Road 7, Royal Palm Beach, Florida 33411.
3. **Registered Office - Registered Agent.** The street address of the Registered Office of the Association is c/o Duane Morris, LLP; 200 South Biscayne Boulevard; Suite 3400; Miami, Florida 33131. The name of the Registered Agent of the Association is:

PATRICIA KIMBALL FLETCHER, P.A.

4. **Definitions.** A declaration entitled Declaration of Condominium for The Links at Emerald Dunes, a Condominium (the "Declaration") will be recorded in the Public Records of Palm Beach County, Florida, and shall govern all of the operations of a condominium to be known as The Links at Emerald Dunes, a Condominium (the "Condominium"). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. **Purpose.** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") for the operation of the Condominium to be developed on property located in Palm Beach County, Florida. The Association is organized to provide a means of administering the Condominium. The Unit Owners of the Condominium shall automatically be members ("Members") of the Association.

6. **Powers and Duties.** The powers of the Association shall include and be governed by the following:

6.1 **General.** The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-Laws or the Act.

6.2 **Enumeration.** Without limiting the foregoing, the Association shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws including, but not limited to, the following:

6.2.1 **Assessments and Special Assessments.** To make and collect Assessments, Special Assessments and other charges from Unit Owners as provided in the Declaration, and to use the proceeds thereof in the exercise of its powers and duties.

6.2.2 **Real and Personal Property.** To buy, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium, and to maintain, repair, replace, reconstruct, add to and operate any Condominium Property, and other property acquired or leased by the Association for use by Unit Owners in the Condominium.

6.2.3 **Insurance.** To purchase insurance upon any Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners of the Condominium. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the

(938211)

Association would have the power to indemnify him against such liability under the provisions of Article 12.

6.2.4 Rules and Regulations. To make and amend reasonable rules and regulations (the "Rules and Regulations") for the maintenance, conservation and use of any Condominium Property and for the health, comfort, safety and welfare of the Unit Owners in the Condominium.

6.2.5 Enforcement. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the Rules and Regulations.

6.2.6 Management and Employees. To employ personnel, retain independent contractors, managers, and professional personnel; enter into any supply or service contracts; and contract for the management of the Condominium and, in connection therewith, to delegate powers and duties of the Association to the extent and in the manner permitted by the Declaration, the By-Laws, and the Act.

6.2.7 Approval of Transfers. Approve or disapprove the leasing, transfer, ownership, and possession of Units as may be provided by the Declaration.

6.3 Surface Water Management System. To operate and maintain the Surface Water Management System within the Condominium (including, without limitation, all lakes, retention areas, culverts and related appurtenances, if any) in a manner consistent with applicable SFWMD Permit requirements and applicable SFWMD rules, and assist in the enforcement of the Declaration, as may be amended from time to time, relating to the Surface Water Management System within the Condominium.

7. Unit Owners and Membership.

7.1 Membership. The Members of the Association shall consist of all of the record owners of Units in the Condominium from time to time.

7.2 Assignment. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held. The funds and assets of the Association shall be expended, held or used only for the benefit of the Unit Owners and for the purposes authorized herein, in the Declaration, and in the By-Laws.

7.3 Voting. On all matters upon which the Unit Owners shall be entitled to vote, there shall be one (1) vote for each Unit, which vote(s) shall be exercised or cast in the manner provided by the By-Laws. Any person or entity owning more than one (1) Unit shall be entitled to one (1) vote for Unit owned.

7.4 Prior to Recordation of Declaration. Until such time as the real property comprising the Condominium, and the improvements now and/or to be constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Palm Beach County, Florida, the membership of the Association (the "Membership") shall be comprised of the Directors of the Association, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.

8. Term of Existence. The Association shall have perpetual existence.

9. Directors.

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (the "Board") consisting initially of three (3) directors, but subject to change as provided by the By-Laws. Directors appointed or designated by the Developer need not be Unit Owners of the Association or occupants of Units in the Condominium. All other directors must be Unit Owners.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the By-Laws shall be exercised exclusively by the Board, its agents, contractors and/or employees, subject only to approval by Unit Owners when such approval is specifically required by the Declaration or the Act.

(948211)

9.3 Election; Removal. Directors shall be appointed, elected, and removed as provided in the By-Laws.

9.4 Current Directors. The names and addresses of the members of the current Board of Directors who shall hold office until their successors are appointed and/or elected, are as follows:

<u>NAME:</u>	<u>ADDRESS:</u>
Robert W. Drews	1013 N. State Road 7 Royal Palm Beach, Florida 33411
Susana Nordelo	1013 N. State Road 7 Royal Palm Beach, Florida 33411
Mario Indiviglio	1013 N. State Road 7 Royal Palm Beach, Florida 33411

10. Officers. The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board and shall serve at the pleasure of the Board. The names and addresses of the current officers who shall serve until their successors are designated by the Board are as follows:

PRESIDENT:	Robert W. Drews 1013 N. State Road 7 Royal Palm Beach, Florida 33411
VICE PRESIDENT:	Susana Nordelo 1013 N. State Road 7 Royal Palm Beach, Florida 33411
SECRETARY/TREASURER:	Mario Indiviglio 1013 N. State Road 7 Royal Palm Beach, Florida 33411

11. Incorporator. The name and address of the Incorporator is as follows:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 South Biscayne Boulevard, Suite 3400  
Miami, Florida 33131

12. Indemnification.

12.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of the Association, against expenses (including reasonable attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

12.2 Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person

shall have adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

12.3 Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

12.4 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 12.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

12.5 Approval. Any indemnification under Section 12.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 12.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Unit Owners.

12.6 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by the Association as authorized in this Article 12.

12.7 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the By-Laws, agreement, vote of Unit Owners or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

13. By-Laws. The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board, Unit Owners, and/or the Developer as provided in the By-Laws.

14. Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

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

14.2 Proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or Unit Owners holding one-third (1/3) of the voting interests in the Association.

14.3 Approval. An amendment shall be approved once it is approved:

14.3.1 by Unit Owners holding a majority of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum thereof has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the entire Board; or

(968 211)



ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this 22 day of Sept, 2005.

PATRICIA KIMBALL FLETCHER, P.A.

By: Patricia K Fletcher  
Patricia Kimball Fletcher  
President

This is not a certified copy

(988 211)

**Exhibit 5**

**BY-LAWS**

*This is not a certified copy*

*(99 of 211)*

**EXHIBIT 5**

**BYLAWS**

**OF**

**THE LINKS AT EMERALD DUNES  
CONDOMINIUM ASSOCIATION, INC.**

**A Corporation Not for Profit**

**1. Identity.**

1.1 These are the Bylaws of THE LINKS AT EMERALD DUNES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit (the "Condominium Association"), the Articles of Incorporation (the "Articles") of which were filed in the office of the Secretary of State of Florida. The Condominium Association has been organized for the purposes described in the Articles.

1.2 The provisions of these Bylaws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these Bylaws will be annexed, as Exhibits, to the Declaration of Condominium of the Condominium (the "Declaration"), capitalized terms used but not otherwise defined herein will have the meaning set forth in the Declaration) which will be recorded in the Public Records of Palm Beach County, Florida (the "County"). The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith.

1.3 All members of the Condominium Association and their invitees, including, without limitation, all present or future Owners (as defined in the Declaration) and tenants of dwelling units in the Condominium ("Units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these Bylaws, the Articles and the Declaration.

1.4 The office of the Condominium Association shall be at Suite 211 in Riviera Plaza, 1560 South Dixie Highway, Coral Gables, Florida 33146 or at such other place as may be established by resolution of the Board of Directors.

1.5 The fiscal year of the Condominium Association shall be the calendar year.

1.6 The seal of the Condominium Association shall bear the name of the Condominium Association, the word "Florida," the words "Corporation Not For Profit," and the year of incorporation.

**2. Membership, Voting, Quorum, Proxies.**

2.1 The qualification of members of the Condominium Association (the "Members"), the manner of their admission to membership and termination of such membership, and voting by Members, shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

2.2 A quorum at meetings of Members shall consist of Owners of at least one third (1/3) of the Units; and the joinder of a Member in the action of a meeting by signing and concurring in the minutes thereof shall not constitute the presence of such person for the purpose of determining a quorum.

2.3 The vote of the Owner(s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety), a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity, shall be cast or otherwise exercised, at all meetings at which Members of the Condominium Association are entitled to vote or otherwise act, by one natural person designated in writing by the Owner(s) of such Unit as the "Primary Occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety), a partnership, or any association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Condominium Association, designate one natural person as the

(100 of 211)

Primary Occupant. The instrument designating the Primary Occupant shall be filed with the Condominium Association, and the person so designated shall be and remain the Primary Occupant of the Unit until such designation has been revoked by written instrument executed by the Owner(s) of the Unit or by lawful conveyance of the Unit. The Primary Occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy as allowed by applicable law, the vote of the Owner(s) of such Unit at any meeting of Members or in connection with any action concerning which Members of the Condominium Association shall be required or allowed to vote or otherwise act.

2.4 Evidence of the approval or disapproval of the Owner(s) of a Unit upon any matter, whether or not the subject of a Condominium Association meeting, shall be given to the Condominium Association by the same person who would cast the vote of such Owner if in an Condominium Association meeting.

2.5 Except where otherwise required under the provisions of the Articles, these Bylaws or the Declaration, or where the same may otherwise be required by law, the affirmative vote of the Owners entitled to cast a majority of the votes represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

3. Annual and Special Meetings of Membership.

3.1 The annual meeting of Members shall be held, at the office of the Condominium Association or such other place as may be specified in the notice of the meeting, at 2:00 P.M. on the second Tuesday of April of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding regular business day.

3.2 Special meetings of the entire membership of the Condominium Association shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Owners of no less than one third (1/3) of the Units.

3.3 Notice of all meetings of Members shall be given (unless waived in writing) by the Secretary or, in the absence of the Secretary, another officer of the Condominium Association, to each Member. Each notice shall be written or printed and shall state the time and place of the meeting and shall identify the agenda items. Notice of a meeting of the Unit Owners, including an annual meeting, shall be given to each Member not less than fourteen (14) days prior to the date set for the meeting, and shall be mailed or delivered personally to each Member. Notwithstanding the foregoing, notice of an annual meeting or other meeting of the Unit Owners at which a Director is to be elected shall be given to each Member not less than sixty (60) days prior to the date set for such meeting, notice of such meeting shall be mailed or delivered personally to each Member. In addition, with respect to an annual meeting or other meeting of the Unit Owners at which a Director is to be elected, a second notice of such meeting, together with an agenda and a ballot which lists all candidates and any information sheets on candidates as provided in Section 4.2.2, shall be mailed or delivered personally to each Member, not more than thirty-four (34), nor less than fourteen (14), days prior to the scheduled election. If delivered personally, receipt of the notice shall be signed by the Member, indicating the date received. If mailed, such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his post office address as it appears on the records of the Condominium Association, with postage thereon prepaid. An officer of the Condominium Association shall provide an affidavit to be included in the official records of the Condominium Association, affirming that notices of the Condominium Association meeting were mailed or hand delivered in accordance with the provisions of this Section 3.3 to each Unit Owner at the address last furnished to the Condominium Association. Any Member may, in writing signed by such Member, waive such notice, and such waiver, when filed in the records of the Condominium Association, whether before, at or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. Each notice shall, in addition, be posted in a conspicuous place in the Condominium at least fourteen (14) continuous days prior to said meeting. All notices shall be posted in a specific location in the Condominium adopted by the Board of Directors after notice to the Members. Each notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. If any meeting of Members cannot be held because a quorum is not present,

(101 of 211)

or because a greater percentage of the membership required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, the Bylaws or the Declaration, the Members who are present, either in person or by proxy as allowed by applicable law, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

3.4 At meetings of Members, the President shall preside or, in his absence, the Members present shall select a chairman of the meeting.

3.5 The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

- 3.5.1 Any election ballots not yet cast shall be collected;
- 3.5.2 Calling of the roll and certifying of proxies;
- 3.5.3 Proof of notice of meeting or waiver of notice;
- 3.5.4 Reading or waiver of reading of minutes of previous meeting of Members;
- 3.5.5 Reports of officers;
- 3.5.6 Reports of committees;
- 3.5.7 Appointments by Chairman of inspectors of election;
- 3.5.8 Election of Directors;
- 3.5.9 Unfinished business;
- 3.5.10 New business; and
- 3.5.11 Adjournment.

4. Board of Directors.

4.1 The first Board of Directors shall consist of three (3) persons who shall be the subscribers to the Articles. For so long as Developer (as defined in the Articles) is entitled to elect at least one member of the Board of Directors, succeeding Board of Directors shall consist of that number (but not less than three) of Directors determined by Developer. Each of the members of all succeeding Boards of Directors shall be Members of the Condominium Association, or shall be authorized representatives, officers or employees of a corporate Member of the Condominium Association except for those Directors who are appointed by Developer. When (but not before) Unit Owners other than Developer, own at least fifteen percent (15%) of the Units that will be operated ultimately by the Condominium Association, the Unit Owners, other than Developer, shall be entitled to elect, as a group and in the manner provided in Section 4.2 hereof, not less than one-third (1/3) of the members of the Board of Directors. The Unit Owners, other than Developer, shall be entitled to elect, as a group and in the manner provided in Section 4.2 hereof, a majority of the members of the Board of Directors upon the first to occur of (the "Turnover Date"):

4.1.1 Three years after 50 percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;

4.1.2 Three months after 90 percent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;

4.1.3 When all of the Units that will be operated ultimately by the Condominium Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business;

4.1.4 When some of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business; or

(1028211)

4.1.5 Seven years after recordation of the Declaration creating the Initial Phase.

Prior to the Turnover Date, Developer shall have the right to elect all members of the Board of Directors of the Condominium Association which Unit Owners, other than Developer, are not entitled to elect; and, in any event, Developer shall have the right to elect not less than one (1) member of the Board of Directors of the Condominium Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units that will be operated ultimately by the Condominium Association. Notwithstanding the foregoing, Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors of the Condominium Association in the same manner as any other Unit Owner of the Condominium Association. So long as Developer holds at least one Unit for sale in the ordinary course of business, none of the following actions may be taken without the approval in writing of the Developer: (i) assessment of the Developer as a Unit Owner for capital improvements and (ii) any action by the Association that would be detrimental to the sales of Units by the Developer; provided, however, an increase in assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

4.2 Directors shall be elected in the following manner:

4.2.1 Commencing with the election of the first Board to succeed the Board comprised of the subscribers of the Articles, Developer shall designate the number of the members of the Board and the identity of those members which it shall be entitled to designate in accordance with the Articles and these Bylaws, and upon such designation by Developer, by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes Directors of the Condominium Association, and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these Bylaws.

4.2.2 All members of the Board whom Developer shall not be entitled to designate under these Bylaws shall be elected by written ballot or voting machine, by a plurality of the votes cast at the annual meeting of the Members, immediately following the designation of the members of the Board whom Developer shall be entitled to designate. Any Member or other eligible person desiring to be a candidate for the Board shall give written notice to the Secretary not less than forty (40) days before a scheduled election. Upon request of a candidate, the Condominium Association shall include, at its own expense, an information sheet on the candidate no longer than 8½ inches by 11 inches, furnished by the candidate not less than thirty-five (35) days before the election, together with the second notice of a scheduled election as set forth in Section 3.3 hereof. Proxies shall in no event be used in electing members of the Board, except that Members other than Developer may vote by limited proxy to fill a vacancy created by recall of a Director previously elected by Members other than Developer. No Member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Member who needs assistance in casting his ballot may obtain such assistance.

4.2.3 Vacancies on the Board may be filled, to expire on the date of the next annual meeting, by the remaining Directors; except that, should any vacancy in the Board of Directors be created in any directorship previously filled by a Person designated by Developer, such vacancy will be filled by Developer designating, by written instrument delivered to any officer of the Condominium Association, the successor Director, who will fill the vacated directorship for the unexpired term thereof.

4.2.4 Commencing with the first annual meeting of Members at which Owners, other than Developer, are entitled to elect some or all of the Directors, the terms of office of not more than one more than half such Directors receiving the highest plurality of votes will be two years, and the terms of office of the remaining Director or Directors elected by the next highest plurality of votes will be one year; Developer will designate for two-year terms that number of Directors which, together with the Directors elected by other Owners, if any, totals one more than half of the Directors. The remaining Director or Directors designated by Developer, if any, will have terms of office of one year; the intention being that terms of office of Directors be staggered after the first annual meeting at which Owners elect Directors, with up to one more than half the Directors elected by Owners, other than Developer, to serve the initial two-year terms. Thereafter, as many Directors shall be elected, or designated by Developer as the case may be, for two-year terms, as there are regular terms of office of Directors expiring at such times. Directors shall hold

(103 8 211)

office for the terms to which elected or designated, and thereafter until their successors are duly elected, or designated by Developer, and qualified, or until removed in the manner elsewhere herein provided or as provided by law.

4.2.5 In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected; provided, however, that no Member may cast more than one vote per Unit owned for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.

4.2.6 In the event that Developer selects any person to serve as a Director, Developer will have the absolute right at any time, in its sole discretion, to replace any such Director with another Person to serve as a Director. Replacement of any Director designated by Developer will be made by written instrument delivered to any officer of the Condominium Association, which instrument will specify the name of the Person designated as successor to the Director so removed. The removal of any Director and designation of his successor will be effective immediately upon delivery of such written instrument by Developer to any officer of the Condominium Association.

4.2.7 Notwithstanding anything herein to the contrary, there will be no quorum requirement for any vote held to elect a Director; however, at least twenty percent (20%) of eligible voters must cast a ballot in order to have a valid election of a Director.

4.3 The organizational meeting of a newly-elected or designated Board shall be held within fifteen (15) days of its election or designation, at such time and place as fixed at the meeting at which it was elected.

4.4 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. All meetings of the Board at which a quorum of the Directors is present will be open to all Members of the Condominium Association. Any Member may record or videotape such meetings. Any Member shall have the right to speak at meetings on all designated agenda items, subject to reasonable rules adopted by the Condominium Association regarding the frequency, duration and manner of Member statements. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, telegram or telecopy (at least seven (7) days prior to the day named for such meeting, unless notice is waived). Notice of all meetings (including the organizational meeting described in Section 4.3 above), which shall identify the agenda items, shall also be posted in a conspicuous place in the Condominium at least forty-eight (48) continuous hours prior to said meeting, unless an emergency exists which prevents the giving of such notice, or unless a greater time is prescribed by law. However, written notice of any meeting at which non-emergency special assessments, or at which an amendment to rules regarding Unit use will be proposed, discussed or approved, shall be mailed or delivered to Members and posted conspicuously in the Condominium not less than fourteen (14) days prior to such meeting. The Secretary of the Condominium Association shall provide an affidavit to be included in the official records of the Condominium Association affirming that this fourteen (14) day notice requirement has been complied with. All notices shall be posted in a specific location in the Condominium adopted by the Board of Directors after notice to the Members. Notice of any meeting in which regular assessments against Members are to be considered for any reason shall specifically contain a statement that assessments will be considered, and the nature of any such assessments. Meetings of any committee of the Board to take final action on behalf of the Board or make recommendations to the Board regarding the Condominium Association Budget are subject to the provisions of this Section 4.4. Meetings of any committee of the Board that does not take final action on behalf of the Board or make recommendations to the Board regarding the Condominium Association Budget are not subject to the provisions of this Section 4.4.

4.5 Special meetings of the Board may be called by the President, and must be called by the Secretary at the written request of one-third of the Directors. Not less than three (3) days' notice of a special meeting will be given to each Director, personally or by mail, telephone, telegram or telecopy which notice will state the time, place and purpose of the meeting.

4.6 Any Director may waive notice of a meeting before, at or after the meeting, and such waiver will be deemed equivalent to the giving of notice.

4.7 A quorum at meetings of the Board will consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes

(104 g 211)

present at a meeting at which a quorum is present will constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these Bylaws or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, ~~wherever~~ the latter percentage of attendance may be required as set forth in the Articles, these Bylaws or the Declaration, such meeting will be rescheduled and notice thereof will be given as elsewhere set forth herein or in the Articles.

4.8 The presiding officer of meetings of the Board shall be the President of the Condominium Association. In the absence of the presiding officer, the Directors present will designate one of their number to preside.

4.9 All of the powers and duties of the Condominium Association shall be exercised by the Board, including those powers and duties existing under the laws of Florida, the Articles, these Bylaws and the Declaration. Such powers and duties will be exercised in accordance with the Articles, these Bylaws and the Declaration, and shall include, without limitation, the right, power and authority to:

4.9.1 Make, levy and collect Assessments against Owners and Owners' Units to defray the costs of operating the Condominium Association, and to use the proceeds of Assessments in the exercise of the powers and duties of the Condominium Association;

4.9.2 maintain, repair, replace, operate and manage the Condominium whenever the same is required to be done and accomplished by the Condominium Association for the benefit of Members;

4.9.3 Repair and reconstruct improvements after casualty;

4.9.4 Make and amend rules and regulations governing the use of the property, real and personal, in the Condominium; provided, that such rules and regulations or amendments thereto will not conflict with the restrictions and limitations which may be placed upon the use of the such property under the terms of the Articles and Declaration;

4.9.5 Approve or disapprove proposed purchasers and lessees of Units. The president or the vice-president of the Condominium Association are and shall be authorized on behalf of the Board to approve (but not disapprove) any proposed purchaser or lessee and to execute, on behalf of the Condominium Association, appropriate documents to evidence the same;

4.9.6 Acquire, own, hold, operate, lease, encumber, convey, exchange, manage, and otherwise trade and deal with property, real and personal, including Units, of and in the Condominium, as may be necessary or convenient in the operation and management of the Condominium, and in accomplishing the purposes set forth in the Declaration;

4.9.7 Enter into contract(s) with any person, firm or entity for the operation, maintenance or repair of the Condominium; provided that, no such contract shall be in conflict with the powers and duties of the Condominium Association or the rights of Owners as provided in the Condominium Act, and the Articles or Bylaws of the Condominium Association;

4.9.8 Enforce by legal means the provisions of the Articles, these Bylaws, the Declaration and all rules and regulations governing use of property of and in the Condominium hereafter adopted;

4.9.9 Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and to assess the same against the Members and their respective Units subject to such liens;

4.9.10 Carry insurance for the protection of the Members and the Condominium Association against casualty and liability;

4.9.11 Pay all costs of power, water, sewer and other utility services rendered to the Condominiums and not billed to the Owners of the separate Units;

4.9.12 Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Condominium Association;

(105 8 2/11)

4.9.13 Grant permits, licenses and easements over the Condominium Property for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium; and

4.9.14 Convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion or other public purposes, whether negotiated or as a result of eminent domain proceedings.

4.10 The first Board of Directors of the Condominium Association will be comprised of the three (3) subscribers to the Articles, who will serve until their successors are designated by Developer or elected at a meeting of the Members following recordation of the Declaration. Should any member of the first Board be unable to serve for any reason, Developer will have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

4.11 Directors may be removed from office in the manner provided for the removal of directors in Chapter 718, Florida Statutes. As stated in Section 718.112(2)(j), Florida Statutes, any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing of Owners entitled to cast a majority of the votes in the Condominium Association. A special meeting of all Unit Owners to recall one or more members of the Board of Directors may be called by Unit Owners entitled to cast ten percent (10%) of the votes giving notice of the meeting as required herein for a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

4.11.1 If the recall is approved by Unit Owners entitled to cast a majority of the votes at such a special meeting, the recall shall be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Condominium Association in their possession, or proceed as described in paragraph (c) below.

4.11.2 If the proposed recall is by an agreement in writing by Unit Owners representing a majority of the votes in the Condominium Association, the agreement in writing shall be served on the Condominium Association by certified mail or by personal service in the manner authorized by Chapter 48, Florida Statutes and the Florida Rules of Civil Procedure. The Board shall call a meeting of the Board of Directors within five (5) full business days after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board of Directors within five (5) full business days any and all records of the Condominium Association in their possession, or proceed as described in the following section 4.11.3.

4.11.3 If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within 5 full business days after the meeting, file with the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business and Professional Regulation (the "Division") a petition for binding arbitration pursuant to the procedures of Section 718.1255, Florida Statutes. For the purposes of this Section 4.11.3, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon mailing of the final order of arbitration upon the Condominium Association. If the Condominium Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members so recalled shall deliver to the Board of Directors any and all records of the Condominium Association in their possession within five (5) full business days of the effective date of the recall.

5. Additional Provisions - Meetings of Members and Directors.

5.1 Notwithstanding anything contained in these Bylaws to the contrary, any meeting of Members or the Board may be held at any place, within or without the State of Florida, designated in the notice of any such meeting, or notice of which is waived.

5.2 Any meeting of the Board of Directors of the Condominium Association shall be open to all Unit Owners.

6. Officers.

6.1 The Board will elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board deems advisable from time to time. The President will be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President will not be held by the same person, nor will the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to manage properly the affairs of the Condominium Association. Officers may be removed from office by the Board.

6.2 The President shall be the chief executive officer of the Condominium Association. He will have all of the powers and duties which are usually vested in the office of President of a corporation not for profit, including but not limited to the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Condominium Association. He will have such additional powers as the Board may designate. The President, when in attendance, will preside at all meetings of Members.

6.3 The Vice President will, in the absence or disability of the President, exercise the powers and perform the duties of President. He will also generally assist the President and exercise such other powers and perform such other duties as are prescribed by the Board.

6.4 The Secretary, when in attendance, will keep the minutes of all proceedings of the Board and the Members. He will attend to the giving and serving of all notices to the Members and the Board, and such other notices as may be required by law. He will have custody of the seal of the Condominium Association and affix the same to instruments requiring a seal when duly signed. He will keep the records of the Condominium Association, except those of the Treasurer, and will perform all other duties incident to the office of Secretary of a corporation not for profit and as may be required by the Board and the President.

6.5 The Treasurer will have custody of all of the property of the Condominium Association, including funds, securities and evidences of indebtedness. He will keep the Assessment rolls and accounts of the Members; he will keep the books of the Condominium Association in accordance with good accounting practices; and he will perform all other duties incident to the office of Treasurer.

6.6 The compensation of all officers and employees of the Condominium Association will be fixed by the Board. The Directors will serve on the Board without compensation; provided, however, this provision shall not preclude the Board from employing a Director as an employee of the Condominium Association, nor preclude contracting with a Director for the management of the Condominium.

7. Fiscal Management.

The provisions for fiscal management of the Condominium Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

7.1 The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the Owner(s) and mortgagee(s) of each Unit, the amount of each assessment against the Owner(s) of each Unit, the amount of each assessment and due date thereof, and all amounts paid, and the balance due upon each assessment.

7.2 The Board shall adopt, for, and in advance of, each calendar year, a budget for the Condominium showing the estimated costs of performing all of the functions of the Condominium Association for the year. Each budget shall show the total estimated expenses of the Condominium Association for that year and shall contain an itemized breakdown of the Common Expenses (as defined in the Declaration), which shall include, without limitation, the costs of operating and maintaining the Common Elements (as defined in the Declaration), taxes on Condominium

(1078211)

Association property, wages and salaries of Condominium Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Condominium Association and any reserve accounts and/or funds required to be maintained pursuant to Section 718.112(2)(f)(2) of the Condominium Act. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the Owner(s) of each Unit and the due date(s) and amounts of installments thereof. Copies of the proposed budget and proposed assessments shall be transmitted to each Member on or before January 1 of the year for which the budget is made. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Failure to deliver a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon an additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies.

7.3 A copy of the proposed annual budget of the Condominium Association shall be mailed or hand delivered to each Unit Owner at the address last furnished to the Condominium Association not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of that meeting. Evidence of compliance with this fourteen-day notice must be made by an affidavit executed by an officer of the Condominium Association or the Manager or other person providing notice of the meeting and filed among the official records of the Condominium Association. Such meeting of the Board shall be open to all Unit Owners. If a budget is adopted by the Board which requires assessment of the Unit Owners in any budget year exceeding 115% of such assessments for the preceding budget year, upon written application from Owners of not less than ten percent (10%) of the Units, a special meeting of the Unit Owners shall be held upon not less than fourteen (14) days written notice to each Unit Owner, at which special meeting Unit Owners may consider only and enact only a revision of the budget. Any such revision of the budget shall require the affirmative vote of Owners entitled to cast no less than two-thirds (2/3) of the votes in the Condominium Association. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled.

7.4 In determining whether assessments exceed 115% of similar assessments in the prior budget year, there shall be excluded in the computation, reasonable reserves made by the Board in respect of repair and replacement of the Condominium or the Condominium Association property, or in respect of anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis; and there shall be excluded from such computation, assessments for betterments to the Condominium property; provided, that, as long as Developer is in control of the Board of Directors, the Board shall not impose an assessment for a budget year greater than 115% of the prior budget year's assessment without approval of Owners entitled to cast a majority of the votes in the Condominium Association.

7.5 Upon adoption of the budget, the Board shall cause a written copy thereof to be delivered to each Unit Owner. Assessments shall be made against Unit Owners pursuant to procedures established by the Board, and in accordance with the terms of the Declaration and the Articles. Such assessments are to be due and payable on a monthly basis. Provided, however, that the lien or lien rights of the Condominium Association shall not be impaired by failure to comply with procedures established pursuant to these Bylaws.

7.6 All sums collected by the Condominium Association from all assessments against all Units in the Condominium shall be segregated into operating funds and reserve funds. Operating funds may be commingled in a single fund, or divided into more than one fund, as determined from time to time by the Board of Directors. Reserve funds shall be maintained separately from operating funds, unless such funds are combined for investment purposes.

7.7 The depository of the Condominium Association shall be such bank or banks as shall be designated from time to time by the Board, in which all monies of the Condominium Association shall be deposited. Withdrawal of monies from such bank(s) shall be only by checks signed by such persons as are designated by the Board.

(1089211)

7.8 Not later than April 1 of each year, the Board shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months, or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts and expense classifications, including, if applicable, but not limited to, those set forth in Section 718.111 (13), Florida Statutes.

7.9 Fidelity bonds will be required by the Board from all officers, directors, employees and/or agents of the Condominium Association who control or disburse funds of the Condominium Association. The amount of such bonds shall be determined by the Directors, but shall be at least the maximum amount that will be in the custody of the Condominium Association or its management agent at anyone time. The premiums on such bonds shall be paid by the Condominium Association. The Condominium Association will require the fidelity bonding of all officers or directors of the Condominium Association who control or disburse funds of the Condominium Association in the principal sum of not less than \$50,000 for each such officer or director. The Condominium Association shall bear the cost of bonding.

7.10 The Condominium Association shall make available for inspection, upon request and during normal business hours, to Unit Owners and to any Institutional First Mortgagee (as defined in the Declaration) holding a mortgage on one or more Units, current copies of the Declaration of Condominium, these Bylaws, all other rules and regulations concerning the Condominium, and all books, records and financial statements maintained by the Condominium Association. In addition, any Institutional First Mortgagee holding a mortgage on one or more Units shall be entitled, upon written request, to receive from the Condominium Association a copy of its financial statements for the immediately preceding fiscal year.

8. Parliamentary Rules.

Roberts' Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles, these Bylaws or the laws of Florida.

9. Amendments to Bylaws.

Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Amendments to these Bylaws may be proposed by the Board, acting upon the vote of a majority of the Directors, or by Members entitled to cast a majority of the votes, whether meeting as Members or by instrument in writing agreed to by them.

9.2 Upon any amendment or amendments to these Bylaws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Condominium Association, or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than fourteen (14) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the Members is required as herein set forth; provided, that proposed amendments to the Bylaws may be considered and voted upon at annual meetings of the Members.

9.3 In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Developer, so long as the Developer holds at least one Unit for sale in the ordinary course of business, and Owners of not less than seventy-five percent (75%) of the Units which are represented in person or by proxy as allowed by applicable law at any meeting at which a quorum is present and a copy of such amendment or amendments to these Bylaws shall be transcribed, certified by the President and Secretary of the Condominium Association, and a copy thereof with identification on the first page thereof of the book and page of the public records where the Declaration of the Condominium is recorded, shall be recorded in the Public Records of the County within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

9.4 At any meeting held to consider such amendment or amendments to these Bylaws, the written vote of any Member shall be recognized if such Member is not present at such meeting

(109 8 211)

in person or by proxy as allowed by applicable law, provided such written vote is delivered to the Secretary at or prior to such meeting.

9.5 Notwithstanding the foregoing provisions of this Section 9, no amendment to these Bylaws which shall abridge, amend or alter the right of Developer to designate members of each Board of Directors of the Condominium Association, as provided in Section 4 hereof, may be adopted or become effective without the prior written consent of Developer.

10. Mandatory Nonbinding Arbitration.

To the extent permissible under the Act, the parties to a dispute arising from the operation of the Condominium shall, prior to the institution of court litigation, petition the Division of Florida Land Sales, Condominiums and Mobile Homes for nonbinding arbitration. The arbitration shall be conducted according to rules promulgated by the division and in accordance with Section 718.1255, Florida Statutes.

11. Miscellaneous Provisions.

11.1 Written Inquiries. When a Unit Owner files a written inquiry by certified mail to the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes. If the Board requests advice from the Division of Florida Land Sales, Condominiums and Mobile Homes, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. Notwithstanding the foregoing, the Association is only obligated to respond to one written inquiry per Unit in any given 30-day period. Any additional written inquiry or inquiries will be responded to in the subsequent 30-day period, or periods, as applicable.

11.2 Certificates of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units with applicable fire and life safety codes.

The foregoing were adopted as the Bylaws of THE LINKS AT EMERALD DUNES CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors as of \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name: Luis Machado  
Secretary

\_\_\_\_\_  
Name: Oscar A. Barbara  
President

(110 g 211)

This is not a certified copy

**SCHEDULE A**

**RULES AND REGULATIONS FOR**

**THE LINKS AT EMERALD DUNES, A CONDOMINIUM**

(1118211)

RULES AND REGULATIONS FOR  
THE LINKS AT EMERALD DUNES, A CONDOMINIUM

The following Rules and Regulations govern The Links at Emerald Dunes, a Condominium. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration of Condominium for The Links at Emerald Dunes, a Condominium. These Rules and Regulations have been promulgated by the Board, and are subject to change from time to time.

1. The entrances, and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored therein overnight.
2. The personal property of Unit Owners must be stored in their respective Units.
3. No garbage cans, supplies, milk bottles or other articles shall be placed on the patios and terraces, or on any Common Elements except for designated trash areas, if any. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences, patios, terraces, if any, or other portions of the Condominium Property.
4. No Unit Owner shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance into any of the patios, terraces or upon the Common Elements.
5. All refuse must be deposited in tied plastic bags and placed in areas designated for refuse disposal.
6. No Unit Owner, tenant, visitor, licensee or invitee shall park any type of motor vehicle other than in marked parking spaces.
7. No Unit Owner shall make or permit any disturbing noises in his Unit by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
8. No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.
9. No sign, advertisement, notice, lettering or descriptive design shall be exhibited, posted, displayed, inscribed or affixed to the exterior of a Unit or in, on or upon any part of the Condominium Property, except signs used or approved by Association. All signs shall be subject to design standards approved or adopted by the Architectural Control Committee, as defined in the Community Declaration.
10. Association shall have the right to retain a pass key to all Units for the purpose of access to such Units during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. If a lock is altered or a new lock installed the Unit Owner shall provide Association with an additional key and security code, if applicable.
11. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.
12. Employees of Association are not to be sent out by Unit Owners for personal errands. The Board shall be solely responsible for directing and supervising employees of Association.

(112 of 211)

13. A Unit Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to install and remove hurricane shutters, if any, and care for his Unit should the Unit suffer hurricane damage, and furnish Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of Association.

14. Food and beverages may not be consumed outside of a Unit except on balconies, terraces or patios which are Limited Common Elements appurtenant to the Unit or other areas as designated by Association.

15. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, terraces, patios, or windows of the Building; provided, however, an American flag and official flags that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed as permitted by the Act. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to the approval by the Board, in which case they shall be removed and replaced with acceptable items. No Unit Owner shall install a screen enclosure, glass enclosure, or the like, to or upon the outside walls of the Building or on the Common Elements or Limited Common Elements without the prior written consent of the Board.

16. Unit Owners and occupants of Units shall park their bicycles and tricycles only within the Unit or other areas as designated by Association.

17. Hurricane shutters are not required because the Units come equipped with impact resistant glass and/or hurricane shutters in accordance with the current building code. Because hurricane shutters are not required, neither Developer nor Association has adopted hurricane shutter specifications. If a Unit Owner wishes to install hurricane shutters, Unit Owner shall seek the approval of the Board for the installation of hurricane shutters. At such time, the Board will provide Unit Owner with hurricane shutter specifications.

18. These Rules and Regulations shall not apply to the Developer, nor its agents or employees, and contractors, nor to Institutional First Mortgagees, nor to the Units owned by either the Developer or such Institutional First Mortgagees, unless the Rules of the Florida Department of Business and Professional Regulation or the Act require otherwise. All of these Rules and Regulations shall apply, however, to all other Unit Owners and occupants even if not specifically so stated in portions hereof. The Board shall be permitted (but not required) to grant relief to one or more Unit Owners from specific Rules and Regulations upon written request therefore and good cause shown in the sole opinion of the Board.

(1139211)

Exhibit 6

**LEGAL DESCRIPTIONS OF PROPOSED PHASES**

*This is not a certified copy*

DM2429287.9

Book20643/Page1300

Declaration of Condominium for  
The Links at Emerald Dunes, a Condominium  
7/24/2006

(1148211)

Page 114 of 211

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 2, BUILDING 2, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

BEGINNING at the Northwest corner of said Parcel 5, said point being located on the arc of a curve concave to the south and whose radius point bears South 08°06'48" East;

THENCE Easterly along the arc of said curve, also being the north line of said Parcel 5, having a radius of 1150.00 feet, a central angle of 6°14'53" and an arc length of 125.41 feet

THENCE South 11°39'14" East, a distance of 184.20 feet;

THENCE South 78°20'46" West, a distance of 19.17 feet;

THENCE North 11°39'14" West, a distance of 5.70 feet;

THENCE South 78°20'46" West, a distance of 105.33 feet to the West line of said Parcel 5;

THENCE North 11°39'14" West, along said West line, a distance of 193.05 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 23,381 square feet (0.5368 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel '5', "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: \_\_\_\_\_

Robert W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

(1158211)



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Phone: 954.921.7761 Fax 954.921.8807

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

SCALE N/A	PROJECT No 04-4569	SHEET 2
DWG	CAD FILE	

**AND DESCRIPTION  
EXHIBIT 6**

**PHASE 3, BUILDING 9, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

- Commencing at the Northwest corner of said Parcel 5, THENCE South 30°04'46" East, a distance of 383.89 feet to the POINT OF BEGINNING (1);
- THENCE North 78°20'46" East, a distance of 26.00 feet;
- THENCE South 11°39'14" East, a distance of 217.05 feet;
- THENCE North 83°57'03" East, a distance of 375.07 feet;
- THENCE North 06°02'57" West, a distance of 204.54 feet to the beginning of tangent curve concave to the East;
- THENCE Northerly on the arc of said curve having a radius of 139.00 feet, through a central angle of 06°46'36", and an arc distance of 18.44 feet to a point of tangency;
- THENCE North 00°43'39" East, a distance of 25.58 feet;
- THENCE South 83°57'03" West, a distance of 92.89 feet to the beginning of tangent curve concave to the North;
- THENCE Westerly on the arc of said curve having a radius of 63.00 feet, through a central angle of 21°42'56", and an arc distance of 23.88 feet to a point of tangency;
- THENCE North 74°20'01" West, a distance of 25.00 feet;
- THENCE North 15°39'59" East, a distance of 26.00 feet;
- THENCE South 74°20'01" East, a distance of 24.99 feet to the beginning of tangent curve concave to the North;
- THENCE Easterly on the arc of said curve having a radius of 37.00 feet, through a central angle of 21°42'56", and an arc distance of 14.02 feet to a point of tangency;
- THENCE North 83°57'03" East, a distance of 95.98 feet;
- THENCE North 00°43'39" East, a distance of 42.96 feet to the beginning of tangent curve concave to the West;
- THENCE Northerly on the arc of said curve having a radius of 26.00 feet, through a central angle of 06°46'36", and an arc distance of 3.08 feet to a point of tangency;
- THENCE North 06°02'57" West, a distance of 102.54 feet;
- THENCE North 83°57'03" East, a distance of 26.00 feet;
- THENCE South 06°02'57" East, a distance of 102.54 feet to the beginning of tangent curve concave to the West;
- THENCE Southerly on the arc of said curve having a radius of 52.00 feet, through a central angle of 06°46'36", and an arc distance of 6.15 feet to a point of tangency;
- THENCE South 00°43'39" West, a distance of 94.72 feet to the beginning of tangent curve concave to the East;
- THENCE Southerly on the arc of said curve having a radius of 113.00 feet, through a central angle of 06°46'36", and an arc distance of 13.37 feet to a point of tangency;
- THENCE South 06°02'57" East, a distance of 255.66 feet to the beginning of tangent curve concave to the West;
- THENCE Southerly on the arc of said curve having a radius of 139.00 feet, through a central angle of 30°54'46", and an arc distance of 74.99 feet to a point of tangency;
- THENCE South 24°51'49" West, a distance of 262.55 feet to the beginning of tangent curve concave to the Northwest;
- THENCE Southwesterly on the arc of said curve having a radius of 52.00 feet, through a central angle of 20°01'39", and an arc distance of 18.18 feet to a point of tangency;
- THENCE South 44°53'28" West, a distance of 85.40 feet to the beginning of tangent curve concave to the Northwest;
- THENCE Southwesterly on the arc of said curve having a radius of 52.00 feet, through a central angle of 18°46'41", and an arc distance of 17.04 feet to a;
- THENCE South 45°06'32" East, a distance of 129.55 feet to the South line of said Parcel 5;
- THENCE South 70°18'05" West along said South line of Parcel 5, a distance of 206.78 feet;
- THENCE North 19°41'55" West, a distance of 116.67 feet;
- THENCE continue North 19°41'55" West on said line, a distance of 26.00 feet;
- THENCE North 70°18'05" East, a distance of 85.33 feet;

(1168211)

Layout name: PMS BUS B

**CA** **Cahn, Giordano & Associates, Inc.**  
**Engineers Surveyors Planners**  
 1900 EBR Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7761 Fax 954.921.8807  
 Certificate of Authorization No. LB 8761

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

SCALE N.T.S.	PROJECT No 04-4569	SHEET 5
DATE	DWG FILE	73
	SEE LIST	

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 3, BUILDING 9, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

THENCE North 19°1'55" West, a distance of 23.17 feet;  
 THENCE North 21°39'36" West, a distance of 27.40 feet;  
 THENCE North 28°28'33" West, a distance of 61.89 feet;  
 THENCE North 61°31'27" East, a distance of 23.17 feet;  
 THENCE North 28°28'33" West, a distance of 177.94 feet to the beginning of tangent curve concave to the East;  
 THENCE Northerly on the arc of said curve having a radius of 313.00 feet, through a central angle of 16°49'19", and an arc distance of 91.90 feet to a point of tangency;  
 THENCE North 11°39'14" West, a distance of 260.73 feet to the POINT OF BEGINNING (1);

Said lands lying in Palm Beach County, Florida, and containing 166,816 square feet (3.8296 acres), more or less.

**LESS AND EXCEPT:**

Commencing at said Northwest corner of Parcel 5, THENCE South 25°21'53" East, a distance of 634.97 feet to the POINT OF BEGINNING (2);  
 THENCE North 83°57'03" East, a distance of 372.52 feet;  
 THENCE South 06°02'57" East, a distance of 26.33 feet to the beginning of tangent curve concave to the West;  
 THENCE Southerly on the arc of said curve having a radius of 113.00 feet, through a central angle of 30°54'46", an arc distance of 60.87 feet to a point of tangency;  
 THENCE South 24°51'49" West, a distance of 262.55 feet to the beginning of tangent curve concave to the Northwest;  
 THENCE Southwesterly on the arc of said curve having a radius of 26.00 feet, through a central angle of 20°01'39", an arc distance of 9.09 feet to a point of tangency;  
 THENCE South 44°53'28" West, a distance of 85.40 feet to the beginning of tangent curve concave to the Northwest;  
 THENCE Southwesterly on the arc of said curve having a radius of 26.00 feet, through a central angle of 25°24'37", an arc distance of 11.53 feet to a point of tangency;  
 THENCE South 70°18'05" West, a distance of 3.24 feet;  
 THENCE North 28°28'33" West, a distance of 298.57 feet to the beginning of tangent curve concave to the East;  
 THENCE Northerly on the arc of said curve having a radius of 287.00 feet, through a central angle of 16°49'19", an arc distance of 84.28 feet to a point of tangency;  
 THENCE North 11°39'14" West, a distance of 17.55 feet to the POINT OF BEGINNING (2);

Said lands lying in Palm Beach County, Florida, and containing 85,336 square feet (1.9590 acres), more or less.

**NOTES:**

- Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
- Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
- Bearings shown hereon are based on Parcel "5", "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
- The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: \_\_\_\_\_

Robert W. Jackson Jr.  
 Professional Surveyor and Mapper  
 Florida Registration Number LS 4158

(1179211)



**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1600 Eber Drive, Suite 600  
 Fort Lauderdale, Florida 33319  
 Phone: 954.921.7781 Fax 954.921.8907  
 Certificate of Authorization No. LB 6791

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE N/A	PROJECT No 04-4569	SHEET 6
DATE	CAD FILE	OF 73
SEAL		

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 4, BUILDING 10, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING at the Northwest corner of said Parcel 5, THENCE South 25°57'24" East, a distance of 1060.25 feet to a point on the arc of a curve concave to the Southeast whose radius point bears North 26°19'51" West, said point also being the POINT OF BEGINNING (1) and hereinafter referred to as Reference Point "A";

THENCE Northeasterly on the arc of said curve having a radius of 52.00 feet, through a central angle of 18°46'41", and an arc distance of 17.04 feet;

THENCE North 44°53'28" East, a distance of 85.40 feet to the beginning of tangent curve concave to the northwest;

THENCE Northeasterly on the arc of said curve having a radius of 52.00 feet, through a central angle of 20°01'39", and an arc distance of 18.18 feet to a point of tangency;

THENCE South 65°08'11" East, a distance of 19.17 feet;

THENCE North 24°51'49" East, a distance of 19.15 feet;

THENCE South 45°06'32" East, a distance of 108.92 feet to a point on the East Line of said Parcel 5;

THENCE South 24°51'49" West, along said East Line, a distance of 99.14 feet a point on the South Line of said Parcel 5;

THENCE South 70°18'05" West along said South line, a distance of 56.85 feet;

THENCE North 45°06'32" West, a distance of 129.65 feet to the POINT OF BEGINNING (1);

Said lands lying in Palm Beach County, Florida, and containing 19,424 square feet (0.4459 acres), more or less.

TOGETHER WITH:

COMMENCING at said Reference Point "A", THENCE North 11°51'15" East, a distance of 42.61 feet to the POINT OF BEGINNING (2);

THENCE North 45°06'32" West, a distance of 19.17 feet;

THENCE North 44°53'28" East, a distance of 54.50 feet;

THENCE South 45°06'32" East, a distance of 19.17 feet;

THENCE South 44°53'28" West, a distance of 54.50 feet to the POINT OF BEGINNING (2);

Said lands lying in Palm Beach County, Florida, and containing 1,045 square feet (0.0240 acres), more or less..

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel 5, "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

Date: \_\_\_\_\_

(1188211)



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1909 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Phone: 954.821.7781 Fax: 954.921.8807

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

SCALE N/A	PROJECT No. 04-4569	SHEET 10
DATE	CAD FILE	

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 5, BUILDING 22, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING at the Northwest corner of said Parcel 5, THENCE South 24°38'39" East, a distance of 775.52 feet to the POINT OF BEGINNING;

THENCE North 61°31'27" East, a distance of 23.17 feet;

THENCE South 28°28'33" East, a distance of 60.13 feet;

THENCE North 67°02'28" East, a distance of 89.17 feet;

THENCE North 22°24'04" West, a distance of 37.19 feet;

THENCE South 63°28'22" East, a distance of 133.08 feet;

THENCE South 24°51'49" West, a distance of 124.76 feet;

THENCE South 44°53'28" West, a distance of 67.62 feet;

THENCE South 45°06'32" East, a distance of 19.17 feet;

THENCE South 44°53'28" West, a distance of 18.98 feet to the beginning of tangent curve concave to the Northwest;

THENCE Southwesterly on the arc of said curve having a radius of 26.00 feet, through a central angle of 25°24'37", and an arc distance of 11.53 feet to a point of tangency;

THENCE South 70°18'05" West, a distance of 3.24 feet;

THENCE North 28°28'33" West, a distance of 258.67 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 26,987 square feet (0.6195 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel '5', "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: \_\_\_\_\_

W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

(1198211)



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1800 Siler Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Phone: 954-591-9721 Fax: 954-591-9677

**The Links at Emerald Dunes  
Condominium**

SCALE N/A	PROJECT No 04-4569	SHEET
DATE	CAD FILE	13

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 6, BUILDING 8, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

Commencing at the Northwest corner of said Parcel 5, THENCE South 10°10'30" East, a distance of 1021.84 feet to a point on the West line of said Parcel 5, said point also being the POINT OF BEGINNING;

THENCE North 63°28'23" East, a distance of 97.97 feet;

THENCE North 70°18'05" East, a distance of 50.53 feet;

THENCE North 89°52'08" East, a distance of 26.87 feet;

THENCE North 70°18'05" East, a distance of 45.65 feet;

THENCE South 19°41'55" East, a distance of 23.17 feet;

THENCE South 70°18'05" West, a distance of 85.33 feet;

THENCE South 19°41'55" East, a distance of 142.67 feet to the South Line of said Parcel 5;

THENCE South 70°18'05" West, along said South Line, a distance of 166.53 feet to a point on the West line of said parcel 5;

THENCE North 16°30'16" West, along said West Line, a distance of 140.80 feet;

THENCE North 28°26'32" East, along said West Line, a distance of 33.88 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 29,370 square feet ( 0.6742 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel '5', "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: \_\_\_\_\_

Robert W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

*(1180211)*



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1800 Elder Drive, Suite 600  
Fort Lauderdale, Florida 33318

**The Links at Emerald Dunes  
Condominium**

SCALE N/A	PROJECT No 04-4569	SHEET 16
DATE	CAD FILE	

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 7, BUILDING 23, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING at the Northwest corner of said Parcel 5, THENCE South 50°14'26" East, a distance of 835.72 feet to the POINT OF BEGINNING;

THENCE South 06°02'57" East, a distance of 25.13 feet to the beginning of tangent curve concave to the West;

THENCE Southerly on the arc of said curve having a radius of 113.00 feet, through a central angle of 26°44'35", and on arc distance of 52.74 feet to a point of tangency;

THENCE North 65°08'11" West, a distance of 18.87 feet;

THENCE South 24°51'49" West, a distance of 45.50 feet;

THENCE South 65°08'11" East, a distance of 19.17 feet;

THENCE South 24°51'49" West, a distance of 225.27 feet to the beginning of tangent curve concave to the Northwest;

THENCE Southwesterly on the arc of said curve having a radius of 26.00 feet, through a central angle of 20°01'39", and an arc distance of 9.09 feet to a point of tangency;

THENCE South 44°53'28" West, a distance of 11.91 feet;

THENCE North 45°06'32" West, a distance of 19.13 feet;

THENCE North 44°53'28" East, a distance of 13.32 feet;

THENCE North 24°51'49" East, a distance of 124.76 feet;

THENCE North 63°28'22" West, a distance of 99.37 feet;

THENCE North 24°51'49" East, a distance of 139.76 feet;

THENCE North 83°57'03" East, a distance of 70.63 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 23,653 square feet (0.5430 acres), more or less.

**NOTES:**

- Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
- Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
- Bearings shown hereon are based on Parcel '5', 'VISTA CENTER OF PALM BEACH PLAT 3', Plat Book 68, Page 128-134, Palm Beach County, Florida.
- The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: \_\_\_\_\_

Robert W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

(1219211)

	<b>Calvin, Giordano &amp; Associates, Inc.</b> Engineers Surveyors Planners 1800 Eller Drive, Suite 600 Fort Lauderdale, Florida 33316 Phone: 954.921.7781 Fax: 954.921.8807
	The Links at Emerald Dunes Condominium EXHIBIT 6

The Links at Emerald Dunes  
Condominium  
EXHIBIT 6

SCALE	PROJECT No.	SHEET
N.T.S.	04-4569	19
DATE	CAD FILE	

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 8, BUILDING 11, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING at the Northwest corner of said Parcel 5, THENCE South 40°09'27" East, a distance of 951.61 feet to the POINT OF BEGINNING;

THENCE South 65°08'11" East, a distance of 19.17 feet;

THENCE North 24°51'49" East, a distance of 11.72 feet;

THENCE South 65°08'11" East, a distance of 102.33 feet to the East line of said Parcel 5;

THENCE South 24°51'49" West along said East line of Parcel 5, a distance of 185.35 feet;

THENCE North 45°06'32" West, a distance of 108.92 feet;

THENCE South 24°51'49" West, a distance of 19.15 feet;

THENCE North 65°08'11" West, a distance of 19.17 feet;

THENCE North 24°51'49" East, a distance of 155.48 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 20,039 square feet (0.4600 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel '5', "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: \_\_\_\_\_

Robert W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

*(122 of 211)*

	Calvin, Giordano & Associates, Inc. Engineers Surveyors Planners 1800 Eller Blvd, Suite 600 Fort Lauderdale, Florida 33318 Phone: 954.921.7781 Fax 954.921.8907
--	---

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

SCALE N/A	PROJECT No 04-4569	SHEET
DATE	CAD FILE	<b>22</b>

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 9, BUILDING 12, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING (1) at the Northwest corner of said Parcel 5, THENCE South 40°10'32" East, a distance of 951.61 feet to the POINT OF BEGINNING (1), said point hereinafter referred to as Reference Point "A";

THENCE North 24°51'49" East, a distance of 107.08 feet to the beginning of tangent curve concave to the west;

THENCE northerly on the arc of said curve having a radius of 139.00 feet, through a central angle of 18°01'20", an arc distance of 43.72 feet to a point of tangency;

THENCE South 83°09'31" East, a distance of 25.75 feet;

THENCE South 65°08'11" East, a distance of 103.83 feet to the East line of said Parcel 5;

THENCE South 24°51'49" West along said East line of Parcel 5, a distance of 146.33 feet;

THENCE North 65°08'11" West, a distance of 102.33 feet;

THENCE South 24°51'49" West, a distance of 11.72 feet;

THENCE North 65°08'11" West, a distance of 19.17 feet to the POINT OF BEGINNING (1);

Said lands lying in Palm Beach County, Florida, and containing 18,057 square feet (0.4145 acres), more or less.

TOGETHER WITH:

COMMENCING (2) at said Reference Point "A", THENCE North 04°31'11" East, a distance of 74.79 feet to the POINT OF BEGINNING (2);

THENCE North 65°08'11" West, a distance of 19.17 feet;

THENCE North 24°51'49" East, a distance of 18.00 feet;

THENCE South 65°08'11" East, a distance of 19.17 feet;

THENCE South 24°51'49" West, a distance of 18.00 feet to the POINT OF BEGINNING (2);

Said lands lying in Palm Beach County, Florida, and containing 345 square feet ( 0.0079 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel '5', "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Robert W. Jackson Jr. \_\_\_\_\_ Date: \_\_\_\_\_  
Professional Surveyor and Mapper  
Professional Registration Number LS 4158

(1238211)



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1800 Eller Drive, Suite 800  
Fort Lauderdale, Florida 33318  
Phone: 954.921.7781 Fax 954.921.8807

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

SCALE N/A	PROJECT No 04-4569	SHEET
DATE	CAD FILE	

**25**

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 10, BUILDING 21, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING at the Northwest corner of said Parcel 5, THENCE South 25°21'53" East, a distance of 634.97 feet to the POINT OF BEGINNING;

THENCE North 83°57'03" East, a distance of 188.87 feet;

THENCE South 06°02'57" East, a distance of 19.17 feet;

THENCE South 83°57'03" West, a distance of 62.25 feet;

THENCE South 22°24'04" East, a distance of 143.25 feet;

THENCE South 67°02'28" West, a distance of 89.17 feet;

THENCE North 28°28'33" West, a distance of 60.13 feet;

THENCE South 61°31'27" West, a distance of 23.17 feet;

THENCE North 28°28'33" West, a distance of 39.90 feet to the beginning of tangent curve concave to the Northeast;

THENCE Northwesterly on the arc of said curve having a radius of 287.00 feet, through a central angle of 07°07'49", and an arc distance of 35.72 feet to a point of tangency;

THENCE North 68°37'17" East, a distance of 197.17 feet to a point on the arc of a non-tangent curve concave to the East, whose plus point bears North 68°39'25" East;

THENCE Northerly on the arc of said curve having a radius of 267.83 feet, through a central angle of 05°52'10", and an arc distance of 27.44 feet;

THENCE South 74°22'59" West, a distance of 19.17 feet;

THENCE North 13°34'07" West, a distance of 19.18 feet;

THENCE North 11°39'14" West, a distance of 17.55 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 21,094 square feet (0.4842 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel '5', "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: \_\_\_\_\_

Robert W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

*(1248211)*



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1800 Elder Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Phone: 954.981.7781 Fax: 954.981.8007

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

SCALE	PROJECT No.	SHEET
N/A	04-4569	28
DATE	CD FILE	

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 11, BUILDING 7, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING at the Northwest corner of said Parcel 5, THENCE South 11°39'14" East, a distance of 785.64 feet to the POINT OF BEGINNING;

THENCE North 71°01'46" East, a distance of 151.62 feet;

THENCE South 28°28'38" East, a distance of 134.77 feet;

THENCE South 61°31'27" West, a distance of 23.17 feet;

THENCE North 28°28'33" West, a distance of 22.17 feet;

THENCE South 61°31'27" West, a distance of 107.96 feet to a point on the arc of a non-tangent curve concave to the Southwest, whose radius point bears South 82°07'22" East, said point also located on the West line of said Parcel 5;

THENCE Northwesterly along said West line on the arc of said curve having a radius of 100.00 feet, through a central angle of 87°56'24", and an arc distance of 153.49 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 15,279 square feet (0.3508 acres), more or less.

ES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel '5', "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: \_\_\_\_\_

Robert W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

(1258211)



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1800 Eller Drive, Suite 800  
Fort Lauderdale, Florida 33316  
Phone: 954.921.7781 Fax 954.921.8807

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

SCALE	PROJECT No	SHEET
N/A	04-4569	<b>31</b>
DATE	CAD FILE	



**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 13, BUILDING 24, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

Commencing at the Northwest corner of said Parcel 5, THENCE South 47°10'13" East, a distance of 594.77 feet to the POINT OF BEGINNING (1);

THENCE North 83°57'02" East, a distance of 172.22 feet;

THENCE South 06°02'58" East, a distance of 98.13 feet;

THENCE North 83°57'03" East, a distance of 19.17 feet;

THENCE South 06°02'57" East, a distance of 27.04 feet;

THENCE South 83°57'03" West, a distance of 191.39 feet;

THENCE North 06°02'57" West, a distance of 125.17 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 22,075 square feet (0.5068 acres), more or less.

TOGETHER WITH:

Commencing at said Northwest corner of Parcel 5, THENCE South 39°42'02" East, a distance of 719.85 feet to the POINT OF BEGINNING (2);

THENCE North 83°57'03" East, a distance of 76.18 feet;

THENCE South 06°02'57" East, a distance of 19.17 feet;

THENCE South 83°57'03" West, a distance of 76.18 feet;

THENCE North 06°02'57" West, a distance of 19.17 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 1,460 square feet (0.0335 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel '5', "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: \_\_\_\_\_

bert W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

(1278211)



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Phone: 954.921.7761 Fax 954.921.8807

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

SCALE N/A	PROJECT No 04-4569	SHEET <b>37</b>
DATE	CAD FILE	72

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 14, BUILDING 20, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING at the Northwest corner of said Parcel 5, THENCE South 31°37'35" East, a distance of 496.74 feet to the POINT OF BEGINNING;

THENCE North 83°57'02" East, a distance of 176.70 feet;

THENCE South 06°02'57" East, a distance of 125.17 feet;

THENCE South 83°57'03" West, a distance of 183.68 feet;

THENCE North 11°39'14" West, a distance of 98.20 feet;

THENCE North 78°20'46" East, a distance of 19.17 feet;

THENCE North 11°39'14" West, a distance of 25.69 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 23,249 square feet (0.5337 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and pper.
2. Lands described hereon were not abstracted by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel 5, "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: \_\_\_\_\_

Robert W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

(128 g 211)



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1800 Eller Drive, Suite 800  
Fort Lauderdale, Florida 33318  
Phone: 954.921.7781 Fax 954.921.8007  
Certificate of Authorization No. 12 8781

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

SCALE N/A	PROJECT NO. 04-4569	SHEET <b>40</b>
DATE	CAD FILE	
SHEET		73

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 15, BUILDING 5, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING at the Northwest corner of said Parcel 5, THENCE South 11°39'14" East, a distance of 472.30 feet to the POINT OF BEGINNING (1);

THENCE North 78°20'46" East, a distance of 124.50 feet;

THENCE South 11°39'14" East, a distance of 154.16 feet;

THENCE South 78°20'46" West, a distance of 124.50 feet to the West line of said Parcel 5;

THENCE North 11°39'14" West along said West line a distance of 154.16 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 19,193 square feet (0.4406 acres), more or less.

TOGETHER WITH:

COMMENCING at said Northwest corner of Parcel 5, THENCE South 29°56'11" East, a distance of 479.76 feet to the POINT OF BEGINNING (2);

THENCE North 78°20'46" East, a distance of 19.17 feet;

THENCE South 11°39'14" East, a distance of 37.01 feet;

THENCE South 78°20'46" West, a distance of 19.17 feet;

THENCE North 11°39'14" West, a distance of 37.01 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 709 square feet (0.0163 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel '5', "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: \_\_\_\_\_

Robert W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

*(129 g 211)*



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Phone: 954.921.7781 Fax 954.921.8807  
Certificate of Authorization No. LB 6791

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

SCALE N/A	PROJECT No 04-4569	SHEET 43
DATE	CAD FILE	73

**AND DESCRIPTION  
EXHIBIT 6**

**PHASE 16, BUILDING 18, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

Commencing at the Northwest corner of said Parcel 5, THENCE South 54°33'00" East, a distance of 522.26 feet to the POINT OF BEGINNING (1);

THENCE North 83°57'03" East, a distance of 163.39 feet;

THENCE North 06°02'57" West, a distance of 19.17 feet;

THENCE North 83°57'03" East, a distance of 31.99 feet;

THENCE South 00°43'39" West, a distance of 25.58 feet to the beginning of tangent curve concave to the East;

THENCE Southerly on the arc of said curve having a radius of 139.00 feet, through a central angle of 06°46'36", and an arc distance of 16.44 feet to a point of tangency;

THENCE South 06°02'57" East, a distance of 177.50 feet;

THENCE South 83°57'03" West, a distance of 19.17 feet;

THENCE North 06°02'57" West, a distance of 98.13 feet;

THENCE South 83°57'02" West, a distance of 172.22 feet;

THENCE North 06°02'57" West, a distance of 102.00 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 22,009 square feet (0.5053 acres), more or less.

TOGETHER WITH:

Commencing at said Northwest corner of Parcel 5, THENCE South 67°54'57" East, a distance of 597.46 feet to the POINT OF BEGINNING (2);

THENCE North 83°57'03" East, a distance of 36.34 feet;

THENCE South 06°02'57" East, a distance of 19.17 feet;

THENCE South 83°57'03" West, a distance of 36.34 feet;

THENCE North 06°02'57" West, a distance of 19.17 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 697 square feet (0.0160 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel '5', "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: \_\_\_\_\_

Bert W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

(1308211)



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1800 Elier Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Phone: 954.921.7781 Fax: 954.921.8607  
Certificate of Authorization No. LB 6791

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

SCALE	PROJECT No	SHEET
N/A	04-4569	<b>46</b>
DATE	CD FILE	73
	SEE LIST	

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 17, BUILDING 19, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
'VISTA CENTER OF PALM BEACH PLAT 3'  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING at the Northwest corner of said Parcel 5, THENCE South 33°35'24" East, a distance of 402.87 feet to the POINT OF BEGINNING;

THENCE North 78°20'46" East, a distance of 5.05 feet to a point of cusp on the arc of a non-tangent curve concave to the Northeast, whose radius point bears North 11°39'14" West;

THENCE Northwesterly on the arc of said curve having a radius of 4.33 feet, through a central angle of 96°55'07", and an arc distance of 7.32 feet to a point of compound curve with a curve concave to the Southeast;

THENCE Northeasterly on the arc of said curve having a radius of 25.33 feet, through a central angle of 87°49'04", and an arc distance of 38.82 feet;

THENCE North 06°02'57" West, a distance of 0.67 feet;

THENCE North 83°57'03" East, a distance of 105.07 feet;

THENCE North 06°02'57" West, a distance of 0.12 feet to the beginning of tangent curve concave to the Southeast;

THENCE Northeasterly on the arc of said curve having a radius of 6.00 feet, through a central angle of 68°17'04", and an arc distance of 7.15 feet to a point of tangency;

THENCE North 62°14'07" East, a distance of 16.86 feet to the beginning of tangent curve concave to the South;

THENCE Easterly on the arc of said curve having a radius of 24.00 feet, through a central angle of 174°2'46"; and an arc distance of 7.42 feet to a point of tangency;

THENCE continue Easterly along the arc of said curve having a radius of 24.00 feet, through a central angle of 41°24'46", and an arc distance of 17.35 feet to a point of reverse curve with a curve concave to the North;

THENCE Easterly on the arc of said curve having a radius of 52.00 feet, through a central angle of 74°49'12", and an arc distance of 67.90 feet to a point on the arc of a non-tangent curve concave to the South, whose radius point bears South 43°27'51" East;

THENCE Easterly on the arc of said curve having a radius of 24.00 feet, through a central angle of 59°08'05", and an arc distance of 24.77 feet;

THENCE South 74°21'33" East, a distance of 0.28 feet;

THENCE North 15°39'59" East, a distance of 2.03 feet;

THENCE South 74°20'01" East, a distance of 25.00 feet to the beginning of tangent curve concave to the North;

THENCE Easterly on the arc of said curve having a radius of 63.00 feet, through a central angle of 21°42'56", and an arc distance of 23.88 feet to a point of tangency;

THENCE North 83°57'03" East, a distance of 60.90 feet;

THENCE South 06°02'57" East, a distance of 19.17 feet;

THENCE South 83°57'00" West, a distance of 163.39 feet;

THENCE South 06°02'57" East, a distance of 102.00 feet;

THENCE South 83°57'02" West, a distance of 176.70 feet;

(1317211)

**GA** Calvin, Giordano & Associates, Inc.  
Engineers Surveyors Planners  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Phone: 954.921.7781 Fax: 954.921.0007

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

SCALE N/A	PROJECT No 04-4569	SHEET 49
DATE	DWG FILE	

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 17, BUILDING 19, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

THENCE North  $11^{\circ}39'14''$  West, a distance of 56.32 feet;

THENCE South  $78^{\circ}20'46''$  West, a distance of 19.17 feet;

THENCE North  $11^{\circ}39'14''$  West, a distance of 36.85 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 27,411 square feet (0.6293 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel '5', "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: \_\_\_\_\_

Robert W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

(1328211)



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1800 Elder Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Phone: 954.921.7761 Fax: 954.921.8807

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

SCALE N/A	PROJECT No 04-4569	SHEET 50
DATE	GRID FILE	73

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 18, BUILDING 4, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

Commencing at the Northwest corner of said Parcel 5, THENCE South 30°35'09" East, a distance of 383.73 feet to the POINT OF BEGINNING (1), said point hereinafter referred to as Reference Point "A";

THENCE South 11°39'14" East, a distance of 109.00 feet;

THENCE South 78°20'46" West, a distance of 124.50 feet to a point on the West line of Said Parcel 5;

THENCE North 11°39'14" West, along said West line, a distance of 148.14 feet;

THENCE North 78°20'46" East, a distance of 101.33 feet;

THENCE South 11°39'14" East, a distance of 39.14 feet;

THENCE North 78°20'46" East, a distance of 23.17 feet to the POINT OF BEGINNING (1);

Said lands lying in Palm Beach County, Florida, and containing 17,537 square feet (0.4026 acres), more or less.

TOGETHER WITH:

Commencing at said Reference Point "A", THENCE South 40°19'00" East, a distance of 54.21 feet to the POINT OF BEGINNING (2);

THENCE North 78°20'46" East, a distance of 19.17 feet;

THENCE South 11°39'14" East, a distance of 45.00 feet;

THENCE South 78°20'46" West, a distance of 19.17 feet;

THENCE North 11°39'14" West, a distance of 45.00 feet to the POINT OF BEGINNING (2);

Said lands lying in Palm Beach County, Florida, and containing 863 square feet ( 0.0198 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel '5', "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

\_\_\_\_\_ Date: \_\_\_\_\_  
 Bert W. Jackson Jr.  
 Professional Surveyor and Mapper  
 Florida Registration Number LS 4158

(133 8211)



**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Eller Drive, Suite 800  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax: 954.921.8807

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE N.T.S.	PROJECT No 04-4569	SHEET <b>53</b>
DATE	CAD FILE	

**-AND DESCRIPTION  
EXHIBIT 6  
PHASE 19, BUILDING 13,  
THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING at the Northwest corner of said Parcel 5, THENCE South 52°27'12" East, a distance of 840.28 feet to the POINT OF BEGINNING (1);

THENCE North 83°57'03" East, a distance of 121.50 feet to East line of said Parcel 5;

THENCE South 06°02'57" East along said East line of Parcel 5, a distance of 116.95 feet;

THENCE South 24°51'49" West along said East line of Parcel 5, a distance of 21.06 feet;

THENCE North 65°08'11" West, a distance of 103.83 feet;

THENCE North 83°09'31" West, radial to the next described curve, a distance of 25.75 feet to a point on the arc of a non-tangent curve concave to the West;

THENCE Northerly on the arc of said curve having a radius of 139.00 feet, through a central angle of 12°53'26", and an arc distance of 31.27 feet ;

THENCE North 06°02'57" West, a distance of 44.92 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 12,763 square feet (0.2930 acres), more or less.

TOGETHER WITH:

Commencing at said Northwest corner of Parcel 5, THENCE South 45°50'18" East, a distance of 866.09 feet to the POINT OF BEGINNING (2);

THENCE South 65°08'11" East, a distance of 18.87 feet to a point on the arc of a non-tangent curve concave to the Northwest, whose radius point bears North 69°18'22" West;

THENCE Southwesterly on the arc of said curve having a radius of 113.00 feet, through a central angle of 04°10'11", and an arc distance of 8.22 feet;

THENCE South 24°51'49" West, a distance of 19.29 feet;

THENCE North 65°08'11" West, a distance of 19.17 feet;

THENCE North 24°51'49" East, a distance of 27.50 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 526 square feet (0.0121 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel '5', VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: \_\_\_\_\_

\_\_\_\_\_ t W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

(134 of 211)



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1800 Elder Drive, Suite 800  
Fort Lauderdale, Florida 33316  
Phone: 954.921.7781 Fax: 954.921.6607  
Certificate of Authorization No. LB 6781

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

SCALE N/A	PROJECT NO 04-4569	SHEET <b>56</b>	
DATE	CAD FILE		77

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 20, BUILDING 14, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

Commencing at the Northwest corner of said Parcel 5, THENCE South 61°01'39" East, a distance of 766.50 feet to the POINT OF BEGINNING (1):

- THENCE North 83°57'03" East, a distance of 102.33 feet to East line of said Parcel 5;
- THENCE South 06°02'57" East along said East line of Parcel 5, a distance of 139.54 feet;
- THENCE South 83°57'03" West, a distance of 121.50 feet;
- THENCE North 06°02'57" West, a distance of 102.87 feet;
- THENCE North 83°57'03" East, a distance of 19.17 feet;
- THENCE North 06°02'57" West, a distance of 36.67 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 16,251 square feet (0.3731 acres), more or less.

TOGETHER WITH:

Commencing at said Northwest corner of Parcel 5, THENCE South 44°27'26" East, a distance of 764.70 feet to the POINT OF BEGINNING (2);

- HENCE North 83°57'03" East, a distance of 36.84 feet;
- THENCE South 06°02'57" East, a distance of 19.17 feet;
- THENCE South 83°57'03" West, a distance of 36.84 feet;
- THENCE North 06°02'57" West, a distance of 19.17 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 706 square feet (0.0162 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel '5', "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

\_\_\_\_\_ Date: \_\_\_\_\_  
 Bert W. Jackson Jr.  
 Professional Surveyor and Mapper  
 Florida Registration Number LS 4158

(1358211)



**Calvin, Giordano & Associates, Inc.**  
 Engineers - Surveyors - Planners  
 1800 Edar Drive, Suite 400  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax: 954.921.8807

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

SCALE N/A	PROJECT No. 04-4569	SHEET 59
DATE	CAD FILE	

**LAND DESCRIPTION**  
**EXHIBIT 6**  
**PHASE 21, BUILDING 15 AND COMMON AREA,**  
**THE LINKS AT EMERALD DUNES CONDOMINIUM**  
**A PORTION OF PARCEL 5**  
**"VISTA CENTER OF PALM BEACH PLAT 3"**  
**PALM BEACH COUNTY, FLORIDA**

This is a Public Record

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING at the Northwest corner of said Parcel 5, THENCE South 68°59'23" East, a distance of 689.78 feet to the POINT OF BEGINNING (1):

- THENCE North 83°57'03" East, a distance of 115.77 feet;
- THENCE South 06°02'57" East, a distance of 126.10 feet;
- THENCE South 83°57'03" West, a distance of 102.33 feet;
- THENCE South 06°02'57" East, a distance of 36.67 feet;
- THENCE South 83°57'03" West, a distance of 19.17 feet;
- THENCE North 06°02'57" West, a distance of 107.87 feet to the beginning of tangent curve concave to the East;
- THENCE Northerly on the arc of said curve having a radius of 113.00 feet, through a central angle of 06°46'36", and an arc distance of 13.37 feet to a point of tangency;
- THENCE North 00°43'39" East, a distance of 41.85 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 15,885 square feet (0.3647 acres), more or less.

ETHER WITH:

Commencing at said Northwest corner of Parcel 5, THENCE South 34°36'44" East, a distance of 704.09 feet the POINT OF BEGINNING (2):

- THENCE North 83°57'03" East, a distance of 130.06 feet;
- THENCE South 24°51'49" West, a distance of 139.76 feet;
- THENCE North 63°28'22" West, a distance of 33.70 feet;
- THENCE North 22°24'04" West, a distance of 106.05 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 8,971 square feet (0.2060 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel 5, "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

Date: \_\_\_\_\_

(136 of 211)

**GA**  
**Calvin, Giordano & Associates, Inc.**  
**Engineers Surveyors Planners**  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Phone: 954.521.7781 Fax 954.921.8807

**The Links at Emerald Dunes**  
**Condominium**  
**EXHIBIT 6**

SCALE N/A	PROJECT NO 04-4569	SHEET 62
DATE	CAD FILE	

**LAND DESCRIPTION  
EXHIBIT 6  
PHASE 22, BUILDING 16 AND COMMON AREA,  
THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING at the Northwest corner of said Parcel 5, THENCE South 15°15'29" East, a distance of 913.86 feet to the POINT OF BEGINNING (1);

THENCE North 81°31'27" East, a distance of 107.96 feet;

THENCE South 28°28'33" East, a distance of 84.06 feet;

THENCE South 21°39'36" East, a distance of 27.40 feet;

THENCE South 70°18'05" West, a distance of 45.65 feet;

THENCE South 89°52'08" West, a distance of 26.87 feet;

THENCE South 70°18'05" West, a distance of 50.53 feet;

THENCE South 63°28'23" West, a distance of 47.97 feet to West line of said Parcel 5;

THENCE North 28°26'36" East along said West line of Parcel 5, a distance of 102.58 feet to a point on the arc of a non-tangent curve concave to the West, whose radius point bears North 81°33'25" West;

THENCE Northerly on the arc of said curve having a radius of 100.00 feet, through a central angle of 20°33'55", and an arc distance of 35.89 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 15,051 square feet (0.3455 acres), more or less.

TOGETHER WITH:

Commencing at said Northwest corner of Parcel 5, THENCE South 81°28'17" East, a distance of 661.34 feet to the POINT OF BEGINNING (2);

THENCE North 06°02'57" West, a distance of 50.16 feet to a point on the arc of a non-tangent curve concave to the north, whose radius point bears North 02°57'16" East to North line of Parcel 5;

THENCE Easterly along said North line of Parcel 5 on the arc of said curve having a radius of 950.00 feet, through a central angle of 05°27'46", and an arc distance of 90.58 feet;

THENCE South 06°02'57" East, a distance of 187.60 feet;

THENCE South 83°57'03" West, a distance of 115.77 feet;

THENCE North 00°43'39" East, a distance of 52.86 feet to the beginning of tangent curve concave to the west;

THENCE Northerly on the arc of said curve having a radius of 52.00 feet, through a central angle of 06°46'36", and an arc distance of 6.15 feet to a point of tangency;

THENCE North 06°02'57" West, a distance of 88.70 feet;

THENCE North 83°57'03" East, a distance of 19.17 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 20,272 square feet (0.4654 acres), more or less.

NOTES:

1. Not valid without the signature and original embossed seal of a Florida Licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel 5, "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: \_\_\_\_\_

W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

(137 g 211)

**GA** Calvin, Giordano & Associates, Inc.  
Engineers Surveyors Planners  
1800 Elder Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Phone: 954.921.7791 Fax 954.921.9807

The Links at Emerald Dunes  
Condominium  
EXHIBIT 6

SCALE N/A	PROJECT No 04-4569	SHEET
DATE	CAD FILE	65

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 23, BUILDING 17, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING at the Northwest corner of said Parcel 5, THENCE South 88°54'54" East, a distance of 367.95 feet to the POINT OF BEGINNING;

THENCE South 80°49'42" East along the North line of said Parcel 5, a distance of 172.56 feet to a point on the arc of a non-tangent curve concave to the North, whose radius point bears North 09°40'26" East;

THENCE Easterly along said North line of Parcel 5 on the arc of said curve having a radius of 949.76 feet, through a central angle of 06°43'10", and an arc distance of 111.38 feet;

THENCE South 06°02'57" East, a distance of 50.16 feet;

THENCE South 83°57'03" West, a distance of 19.17 feet;

THENCE North 06°02'57" West, a distance of 13.83 feet;

THENCE South 83°57'03" West, a distance of 26.00 feet;

THENCE South 06°02'57" East, a distance of 102.54 feet to the beginning of tangent curve concave to the West;

THENCE Southerly on the arc of said curve having a radius of 26.00 feet, through a central angle of 06°46'36", and an arc distance of 3.08 feet to a point of tangency;

THENCE South 00°43'39" West, a distance of 42.96 feet;

THENCE South 83°57'03" West, a distance of 26.42 feet;

THENCE North 06°02'57" West, a distance of 19.17 feet;

THENCE South 83°57'03" West, a distance of 36.34 feet;

THENCE South 06°02'57" East, a distance of 19.17 feet;

THENCE South 83°57'03" West, a distance of 33.22 feet to the beginning of tangent curve concave to the North;

THENCE Westerly on the arc of said curve having a radius of 37.00 feet, through a central angle of 21°42'56", and an arc distance of 14.02 feet to a point of tangency;

THENCE North 74°20'01" West, a distance of 24.90 feet;

THENCE North 15°39'59" East, a distance of 2.07 feet to a point on the arc of a non-tangent curve concave to the Northeast, whose radius point bears North 19°39'28" East;

THENCE Northwesterly on the arc of said curve having a radius of 28.00 feet, through a central angle of 53°29'42", and an arc distance of 26.14 feet to a point of reverse curve with a curve concave to the West;

THENCE Northerly on the arc of said curve having a radius of 52.00 feet, through a central angle of 28°16'41", and an arc distance of 25.66 feet to a point on the arc of a non-tangent curve concave to the Northeast, whose radius point bears North 44°55'55" East;

THENCE Northwesterly on the arc of said curve having a radius of 28.10 feet, through a central angle of 32°25'43", and an arc distance of 15.90 feet to a point on the arc of a non-tangent curve concave to the West, whose radius point bears South 77°25'15" West;

(1389211)

LAYOUT NAME: PM23 BU17

DATE: 04/21/2011

**GA** Calvin, Giordano & Associates, Inc.  
Engineers Surveyors Planners  
1800 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Phone: 954.921.7781 Fax: 954.921.8807

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

SCALE N/A	PROJECT No 04-4569	SHEET 68
DATE	CAD FILE	

**LAND DESCRIPTION  
EXHIBIT 6**

**PHASE 23, BUILDING 17, THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

THENCE Northerly on the arc of said curve having a radius of 109.97 feet, through a central angle of 19°31'56", and an arc distance of 37.49 feet;

THENCE North 32°06'30" West, a distance of 18.42 feet to the beginning of tangent curve concave to the East;

THENCE Northerly on the arc of said curve having a radius of 48.00 feet, through a central angle of 29°06'37", and an arc distance of 24.39 feet to a point of tangency to a point of reverse curve with a curve concave to the West;

THENCE Northerly on the arc of said curve having a radius of 47.00 feet, through a central angle of 58°13'15", and an arc distance of 47.76 feet to a point of reverse curve with a curve concave to the Northeast;

THENCE Northwesterly on the arc of said curve having a radius of 48.00 feet, through a central angle of 29°06'37", and an arc distance of 24.39 feet;

THENCE North 32°06'30" West, a distance of 17.15 feet to a point on the arc of a non-tangent curve concave to the East, whose radius point bears North 57°53'33" East;

THENCE Northerly on the arc of said curve having a radius of 28.00 feet, through a central angle of 74°10'17", and an arc distance of 36.25 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 42,030 square feet (0.9649 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown hereon are based on Parcel '5', VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Robert W. Jackson Jr. \_\_\_\_\_ Date: \_\_\_\_\_  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

(1398211)



**Calvin, Giordano & Associates, Inc.**  
Engineers Surveyors Planners  
1804 Elier Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Phone: 954.881.7781 Fax: 954.821.8807

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

SCALE N/A	PROJECT # 04-4569	SHEET 69
DATE	CAD FILE	

**LAND DESCRIPTION  
EXHIBIT 6  
PHASE 24, BUILDING 3 AND GUARDHOUSE,  
THE LINKS AT EMERALD DUNES CONDOMINIUM  
A PORTION OF PARCEL 5  
"VISTA CENTER OF PALM BEACH PLAT 3"  
PALM BEACH COUNTY, FLORIDA**

A Portion of Parcel 5, VISTA CENTER OF PALM BEACH PLAT 3, according to the plat thereof, as recorded in Plat Book 68, Page 128-134 of the public records of Palm Beach County, being more particularly as follows:

COMMENCING at the Northwest corner of said Parcel 5, THENCE South 11°39'14" East, a distance 193.05 feet to the POINT OF BEGINNING;

THENCE North 78°20'46" East, a distance of 105.33 feet;

THENCE South 11°39'14" East, a distance of 5.70 feet;

THENCE North 78°20'46" East, a distance of 19.17 feet;

THENCE South 11°39'14" East, a distance of 184.58 feet;

THENCE South 78°20'46" West, a distance of 23.17 feet;

THENCE North 11°39'14" West, a distance of 39.14 feet;

THENCE South 78°20'46" West along said West line of Parcel 5, a distance of 101.33 feet to the West line of Parcel 5;

THENCE North 11°39'14" West, a distance of 131.11 feet to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 17,122 square feet (0.3931 acres), more or less.

TOGETHER WITH:

COMMENCING at said Northwest corner of said Parcel 5, THENCE South 75°32'39" East, a distance of 377.63 feet to the POINT OF BEGINNING;

THENCE South 32°06'30" East, a distance of 33.58 feet to the beginning of tangent curve concave to the Northwest;

THENCE Southerly, Southwesterly, Westerly, and Northwesterly on the arc of said curve having a radius of 7.00 feet, through a central angle of 180°00'00", an arc distance of 21.99 feet to a point of tangency;

THENCE North 32°06'30" West, a distance of 33.58 feet to the beginning of tangent curve concave to the Southeast;

THENCE Northerly, Northeasterly, Easterly, and Southeasterly on the arc of said curve having a radius of 7.00 feet, through a central angle of 180°00'00", an arc distance of 21.99 feet to a point of tangency to the POINT OF BEGINNING;

Said lands lying in Palm Beach County, Florida, and containing 824 square feet (0.0143 acres), more or less.

**NOTES:**

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described herein were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of said County.
3. Bearings shown herein are based on Parcel '5', "VISTA CENTER OF PALM BEACH PLAT 3", Plat Book 68, Page 128-134, Palm Beach County, Florida.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

CALVIN, GIORDANO AND ASSOCIATES, INC.

Date: \_\_\_\_\_

Calvin W. Jackson Jr.  
Professional Surveyor and Mapper  
Florida Registration Number LS 4158

(1408211)

**GA**  
Calvin, Giordano & Associates, Inc.  
Engineers Surveyors Planners  
2500 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33324  
Phone: 954.981.7700 Fax: 954.981.8007

The Links at Emerald Dunes  
Condominium  
EXHIBIT 6

SCALE	PROJECT No.	SHEET
N/A	04-4589	72
DATE	DWG FILE	

Exhibit 7

**GRAPHIC DESCRIPTIONS OF PROPOSED PHASES**

*This is not a certified copy*

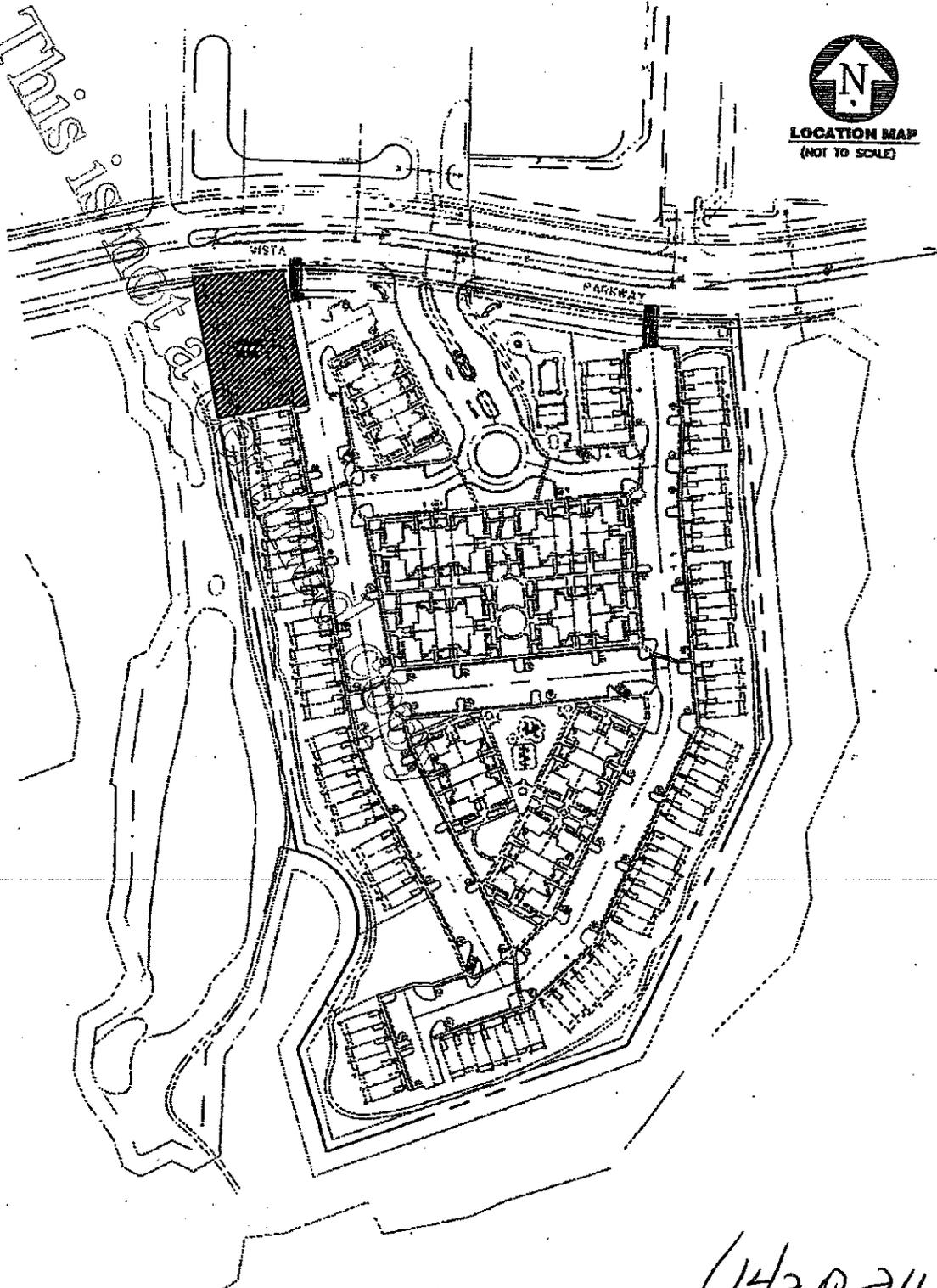
(1418211)

**SKETCH OF DESCRIPTION  
 PHASE 2, BUILDING 2, THE LINKS AT EMERALD DUNES CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is not a*



**LOCATION MAP  
 (NOT TO SCALE)**



*(1428211)*



**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Elder Drive, Suite 800  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax: 954.921.6907

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE	PROJECT No	SHEET
N.T.S.	04-4569	1
DATE	CAD FILE	77

**SURVEY**  
**PHASE 2, BUILDING 2, THE LINKS AT EMERALD DUNES**  
**CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**

*This is not a certified copy*

VISTA

NORTH LINE OF PARCEL 5

POC NW CORNER OF PARCEL 5

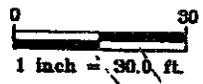
$L=125.41'$   
 $D=6^{\circ}14'53''$   
 $R=1150.00'$

508.06'48"E (RADIAL)

PARCEL 5  
 VISTA-CENTER OF PALM BEACH PLAT 3  
 PB 68, Pg 128-134, PBCR

PHASE 2  
 BLDG 2

WEST LINE OF PARCEL 5



**LEGEND**

- CA \ CENTRAL ANGLE
- L \ ARC LENGTH
- E \ CENTER LINE
- P.B. \ PLAT BOOK
- Pg. \ PAGE
- P.O.C \ POINT OF COMMENCEMENT
- P.O.B \ POINT OF BEGINNING
- R \ RADII
- REF PT \ REFERENCE POINT
- SQ. FT. \ SQUARE FEET
- SEC. \ SECTION
- TWP \ TOWNSHIP
- RCR \ PALM BEACH COUNTY RECORDS

193.05'

N11°39'14"W

N11°39'14"W  
 5.70'

S78°20'46"W  
 105.33'

S11°39'14"E

S78°20'46"W  
 19.17'

1438211



**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Hiller Drive, Suite 800  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax 954.921.5807  
 Certificate of Authorization No. LB 6781

The Links at Emerald Dunes  
 Condominium  
**EXHIBIT 6**

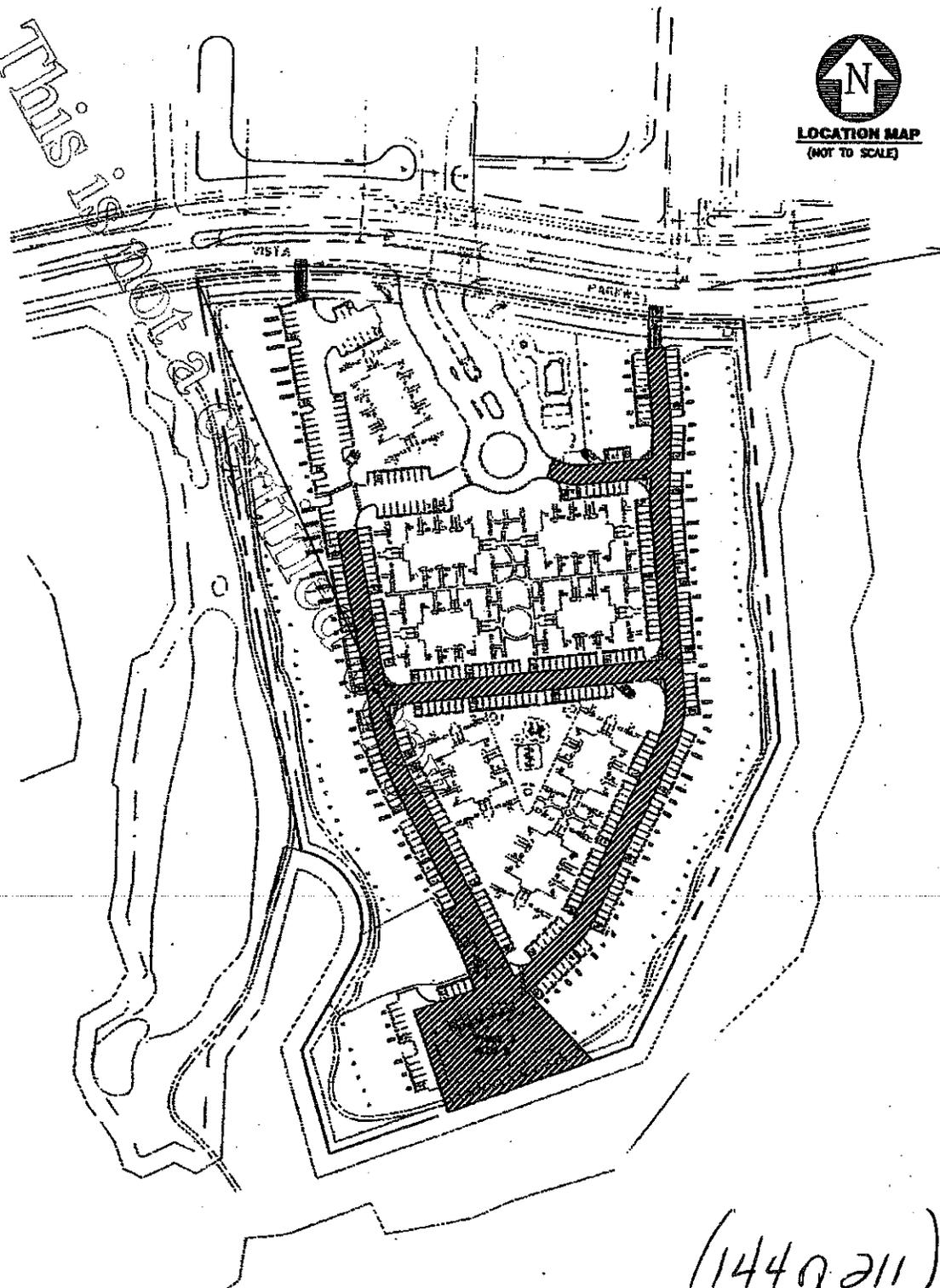
SCALE	PROJECT No.	SHEET
1"=30.0'	04-4569	3
DATE	CD FILE	3
	SEC LIST	73

**SKETCH OF DESCRIPTION  
 PHASE 3, BUILDING 9, THE LINKS AT EMERALD DUNES CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is*



**LOCATION MAP  
 (NOT TO SCALE)**



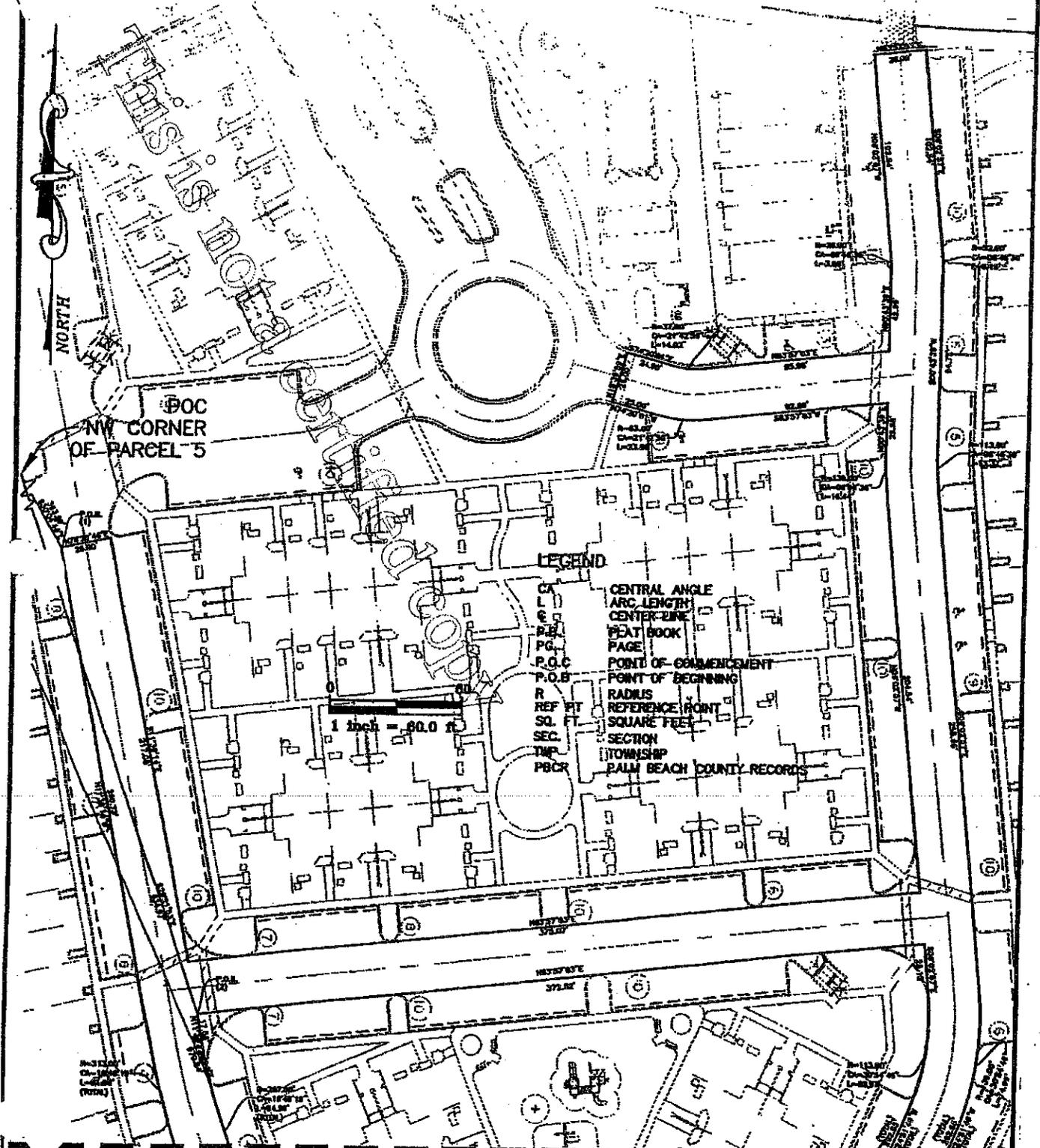
*(1449211)*

**GA** Calvia, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Elder Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.821.7721 Fax: 954.821.8907  
 Certificate of Authorization No. LB 6781

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE N.T.S.	PROJECT No 04-4569	SHEET 4
DATE	CAD FILE	OF 73
	SEE LIST	

**SURVEY**  
**PHASE 3, BUILDING 9, THE LINKS AT EMERALD DUNES CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**



1458211

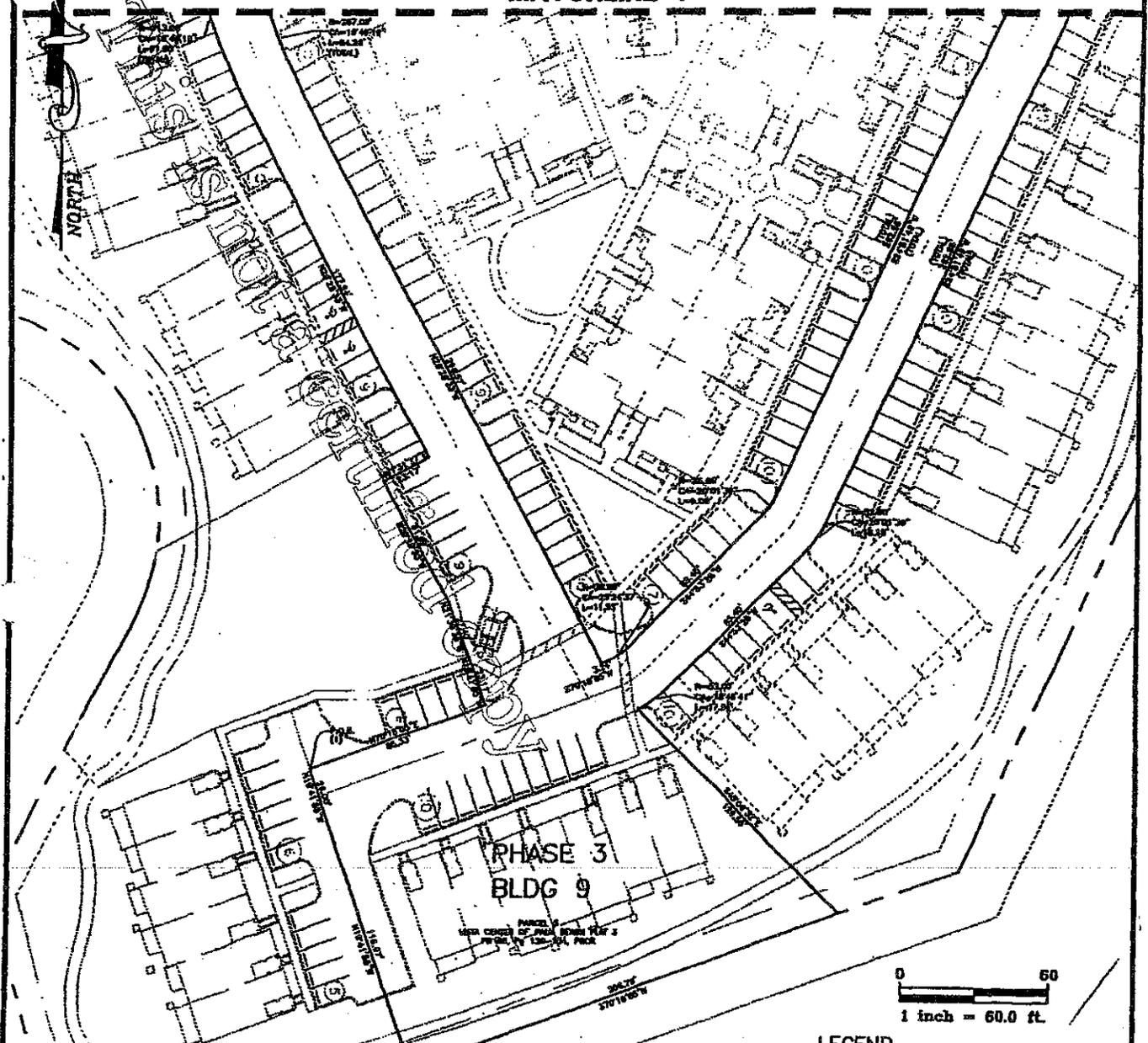
**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1000 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33310  
 Phone: 954.921.7701 Fax 954.921.9807

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE	PROJECT No	SHEET
1"=60.0'	04-4569	7
DATE	CAD FILE	

**SURVEY  
 PHASE 3, BUILDING 9, THE LINKS AT EMERALD DUNES CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

**MATCHLINE 1**



**LEGEND**

- CA CENTRAL ANGLE
- L ARC LENGTH
- ⊕ CENTER LINE
- P.B. PLAT BOOK
- PG. PAGE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R RADIUS
- REF PT REFERENCE POINT
- SQ. FT. SQUARE FEET
- SEC. SECTION
- TWP TOWNSHIP
- PBCR PALM BEACH COUNTY RECORDS

*(1468-11)*

SOUTH LINE  
 OF PARCEL 5



**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax 954.921.8807  
 Certificate of Authorization No. LB 6781

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

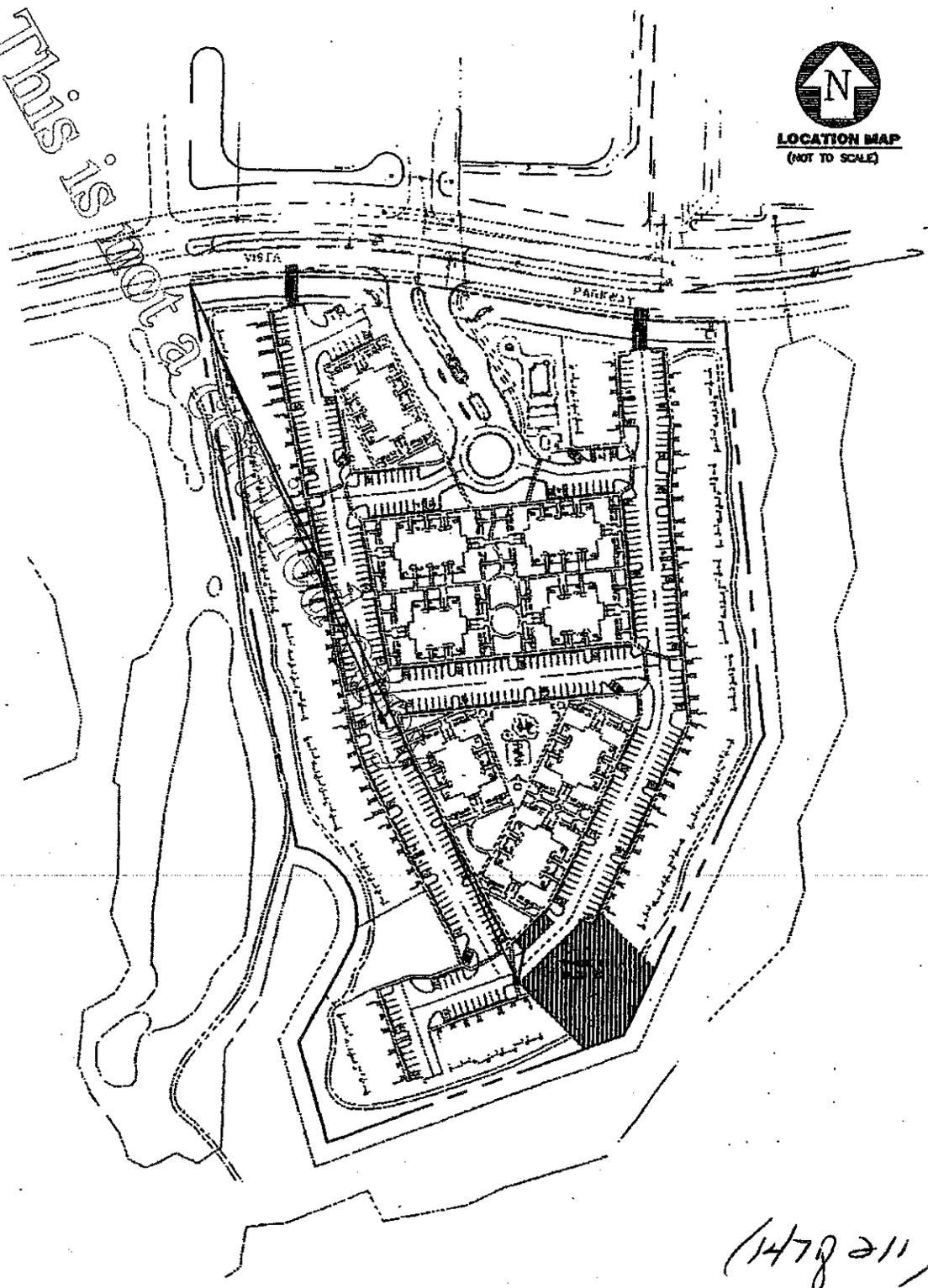
SCALE 1"=60.0'	PROJECT No 04-4569	SHEET 8
DATE	CAD FILE	73
	SEE MAP	

**SKETCH OF DESCRIPTION  
 PHASE 4, BUILDING 10, THE LINKS AT EMERALD DUNES CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is not a*



**LOCATION MAP  
 (NOT TO SCALE)**



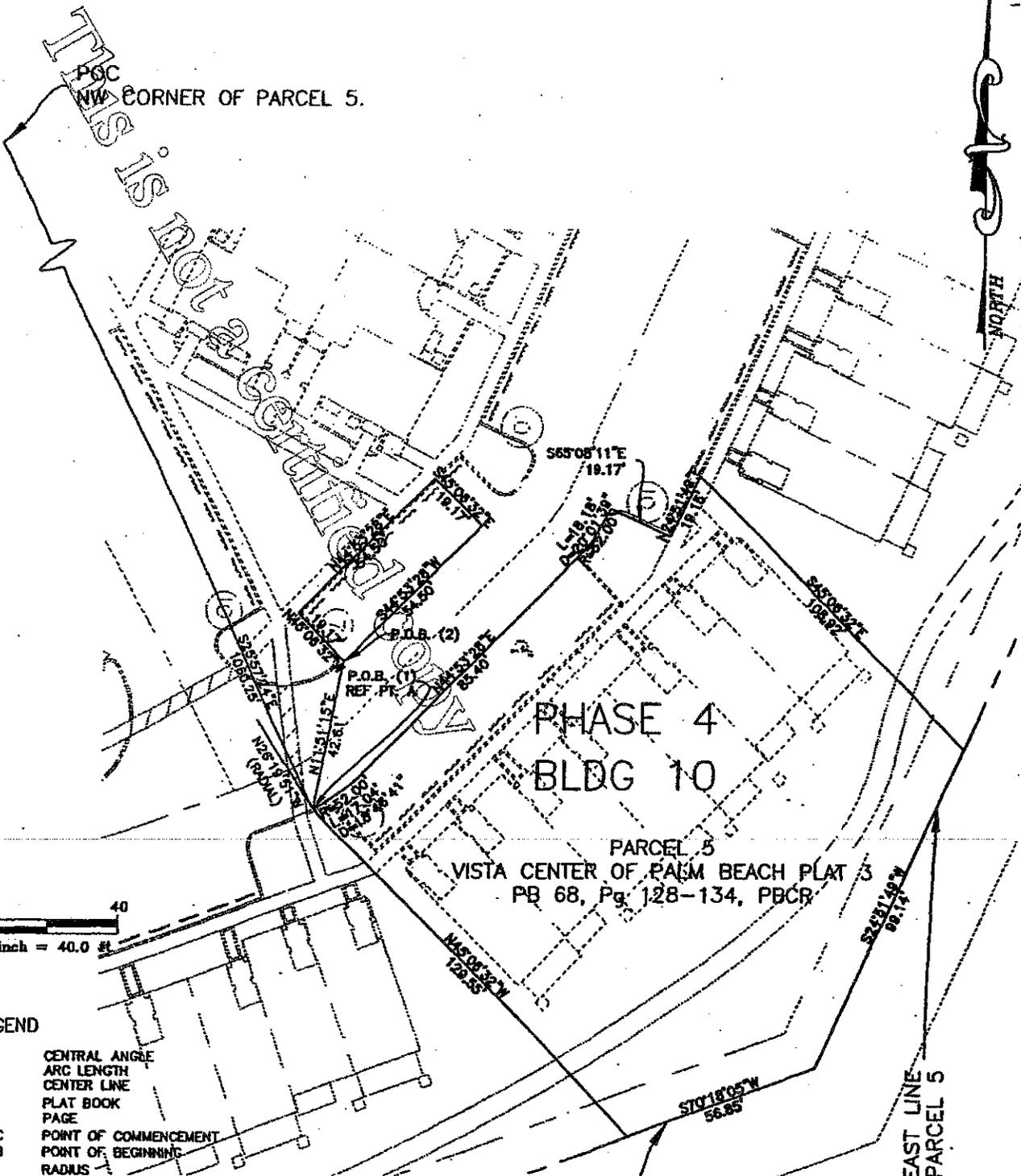
*(1478211)*

	<b>Calvin, Giordano &amp; Associates, Inc.</b>
	Engineers Surveyors Planners
	1800 Elder Drive, Suite 600 Fort Lauderdale, Florida 33316
	Phone: 954.881.7761 Fax: 954.881.8907

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE	PROJECT No	SHEET
N.T.S.	04-4569	<b>9</b>
DATE	CAD FILE	

**SURVEY**  
**PHASE 4, BUILDING 10, THE LINKS AT EMERALD DUNES CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**



0 40  
 1 inch = 40.0 ft

**LEGEND**

- CA CENTRAL ANGLE
- L ARC LENGTH
- CL CENTER LINE
- P.B. PLAT BOOK
- P.G. PAGE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R RADIUS
- REF. PT. REFERENCE POINT
- SF SQUARE FEET
- S. SECTION
- TWP. TOWNSHIP
- PBCR PALM BEACH COUNTY RECORDS

*(11/8/11)*

**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Elder Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax 954.921.8807

**The Links at Emerald Dunes  
 Condominium**  
**EXHIBIT 6**

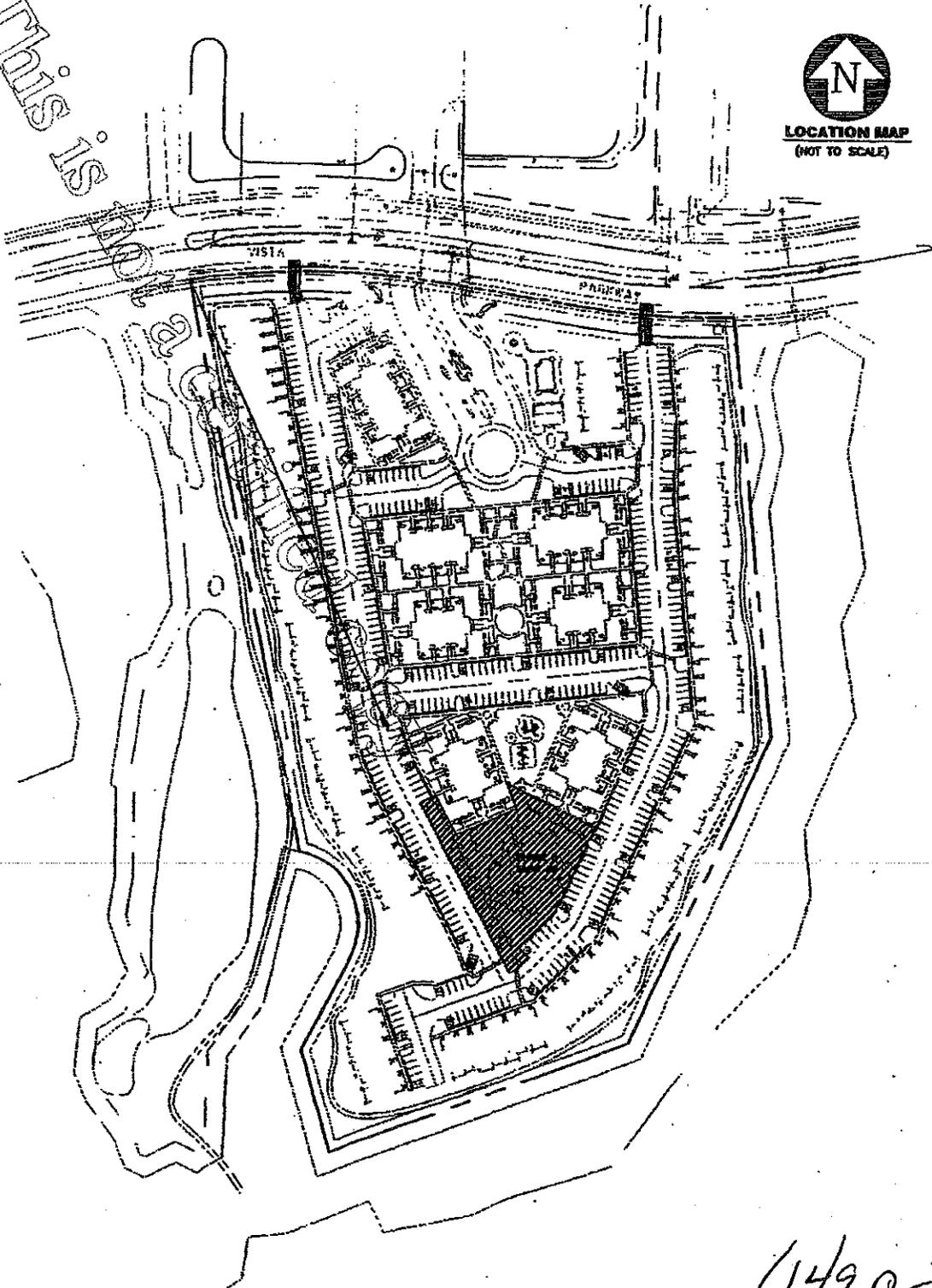
SCALE 1"=40.0'	PROJECT No. 04-4569	SHEET 11
DATE	CAD FILE	

**SKETCH OF DESCRIPTION  
 PHASE 5, BUILDING 22, THE LINKS AT EMERALD DUNES CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is*



**LOCATION MAP  
 (NOT TO SCALE)**



*(1498211)*

**CA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax: 954.921.6607

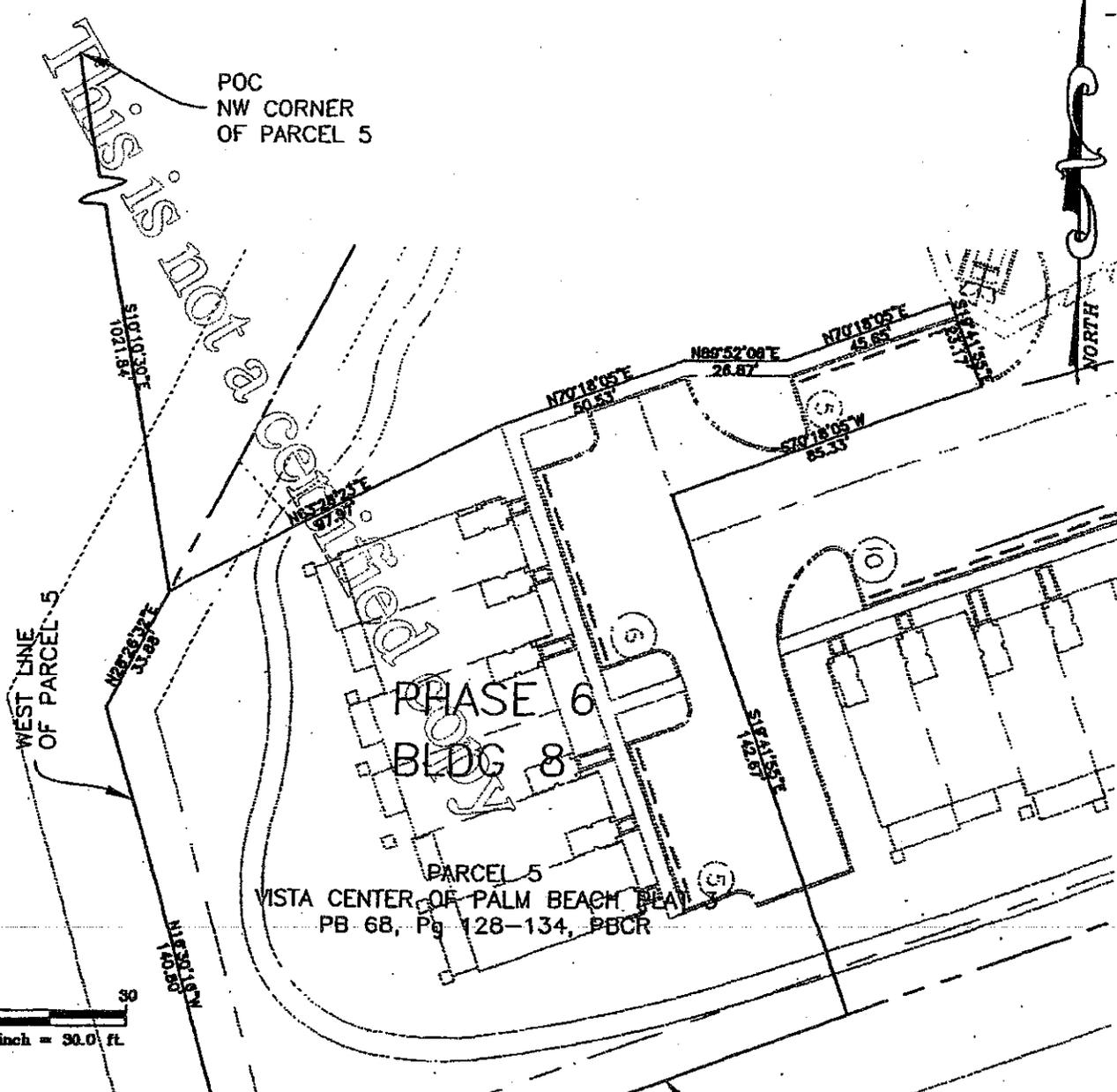
**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE	PROJECT No.	SHEET
N.T.S.	04-4569	12
DATE	CD FILE	





**SURVEY**  
**PHASE 6, BUILDING 8, THE LINKS AT EMERALD DUNES CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**



*(1528211)*

**GA** **Calvin, Giordano & Associates, Inc.**  
**Engineers Surveyors Planners**  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax 954.921.8807

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

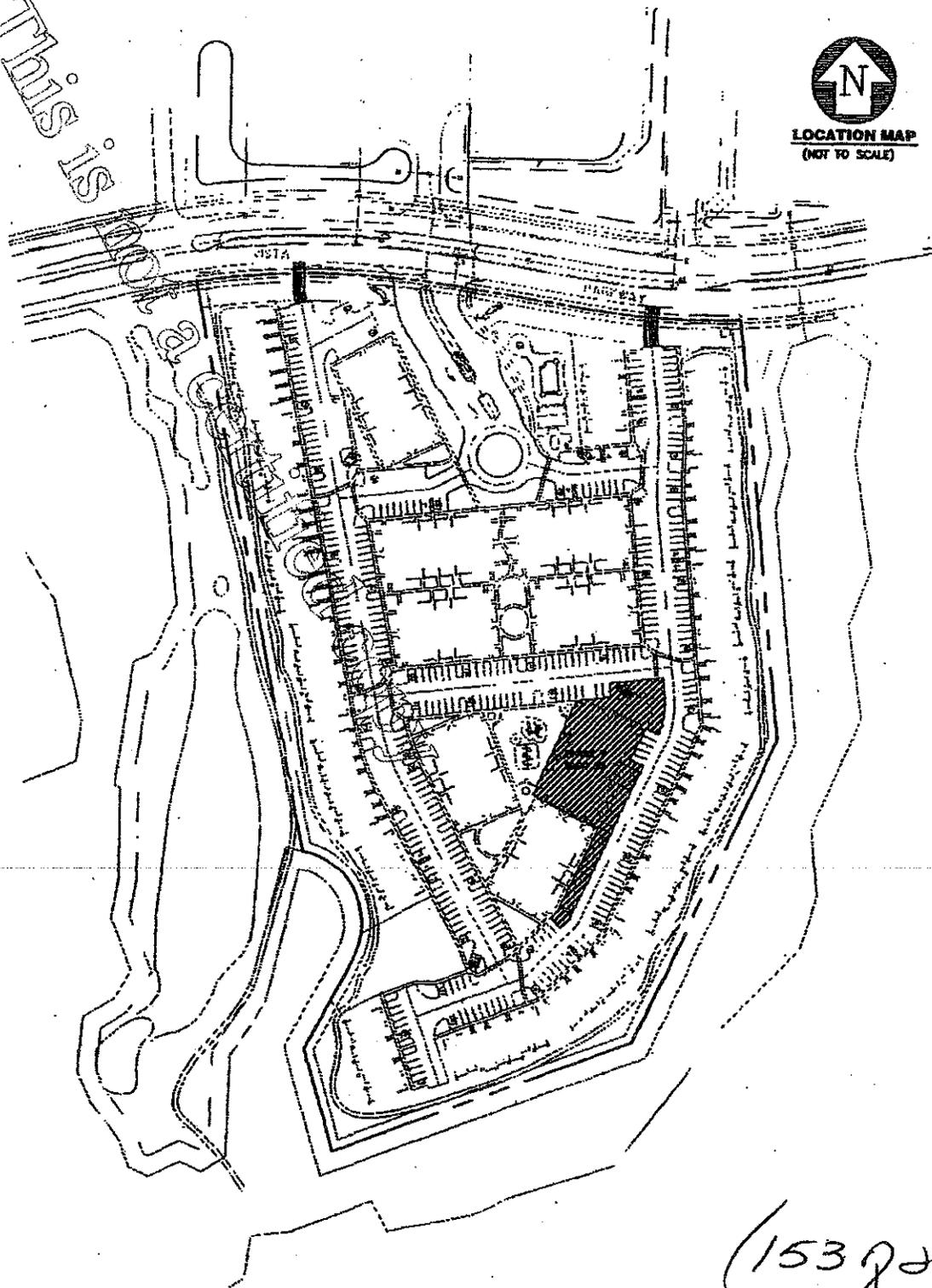
SCALE 1"=30.0'	PROJECT No 04-4569	SHEET 17
DATE	CAD FILE	

**SKETCH OF DESCRIPTION  
 PHASE 7, BUILDING 23, THE LINKS AT EMERALD DUNES CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is*



**LOCATION MAP  
 (NOT TO SCALE)**



*(153 p 11)*

**GA** Calvo, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7701 Fax: 954.921.0007

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT A**

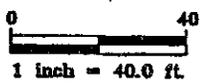
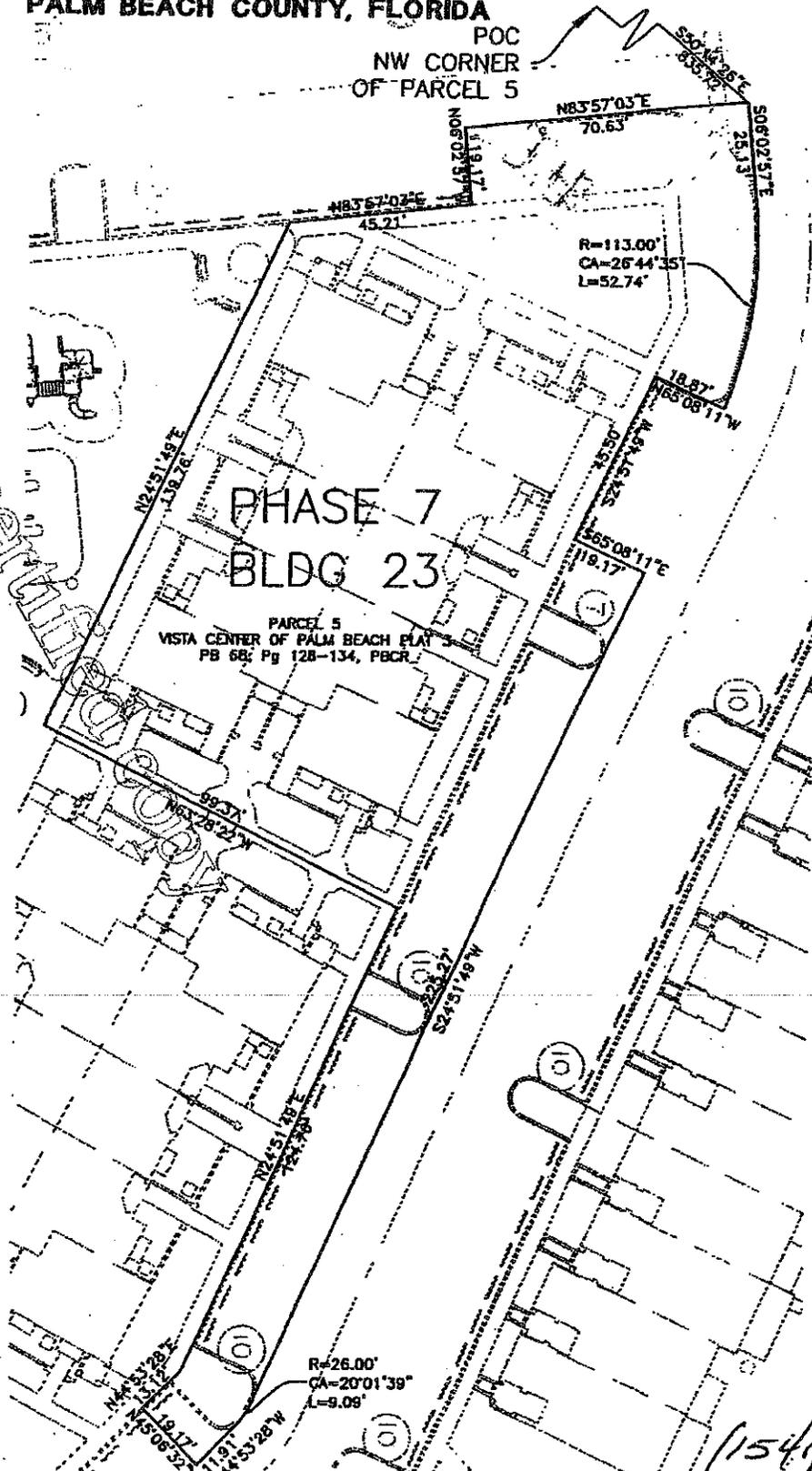
SCALE	PROJECT No	SHEET
N.T.S.	04-4569	18
DATE	CAD FILE	

**SURVEY**

**PHASE 7, BUILDING 23, THE LINKS AT EMERALD DUNES CONDOMINIUM  
PALM BEACH COUNTY, FLORIDA**

POC  
NW CORNER  
OF PARCEL 5

*This is not a certain*



**LEGEND**

- CA CENTRAL ANGLE
- L ARC LENGTH
- C CENTER LINE
- P.B. PLAT BOOK
- P.G. PAGE
- P.O.C POINT OF COMMENCEMENT
- P.O.B POINT OF BEGINNING
- R RADIUS
- REF. POINT REFERENCE POINT
- SQ. FT. SQUARE FEET
- SEC. SECTION
- TWP. TOWNSHIP
- PBCR PALM BEACH COUNTY RECORDS

*(1549211)*

**GA** Calvin, Giordano & Associates, Inc.  
Engineers Surveyors Planners  
1800 Elder Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Phone: 954.921.7781 Fax 954.921.8807

**The Links at Emerald Dunes  
Condominium  
EXHIBIT A**

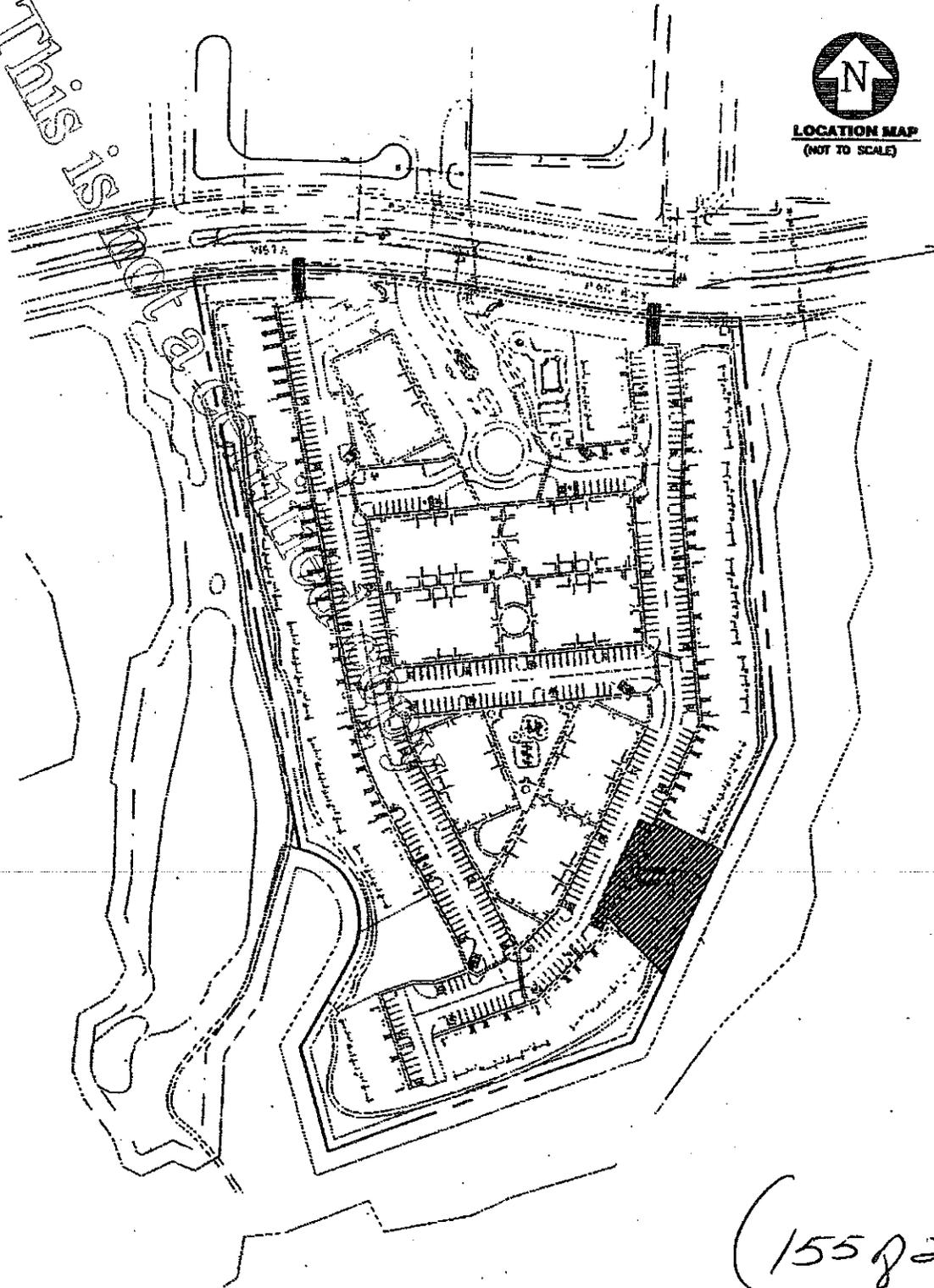
SCALE 1"=40.0'	PROJECT No 04-4569	SHEET 20
DATE	CAD FILE	

**SKETCH OF DESCRIPTION  
 PHASE 8, BUILDING 11, THE LINKS AT EMERALD DUNES CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is*



**LOCATION MAP  
 (NOT TO SCALE)**



*(155 of 211)*

**GA**  
 Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Eller Drive, Suite 800  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7761 Fax 954.921.8607

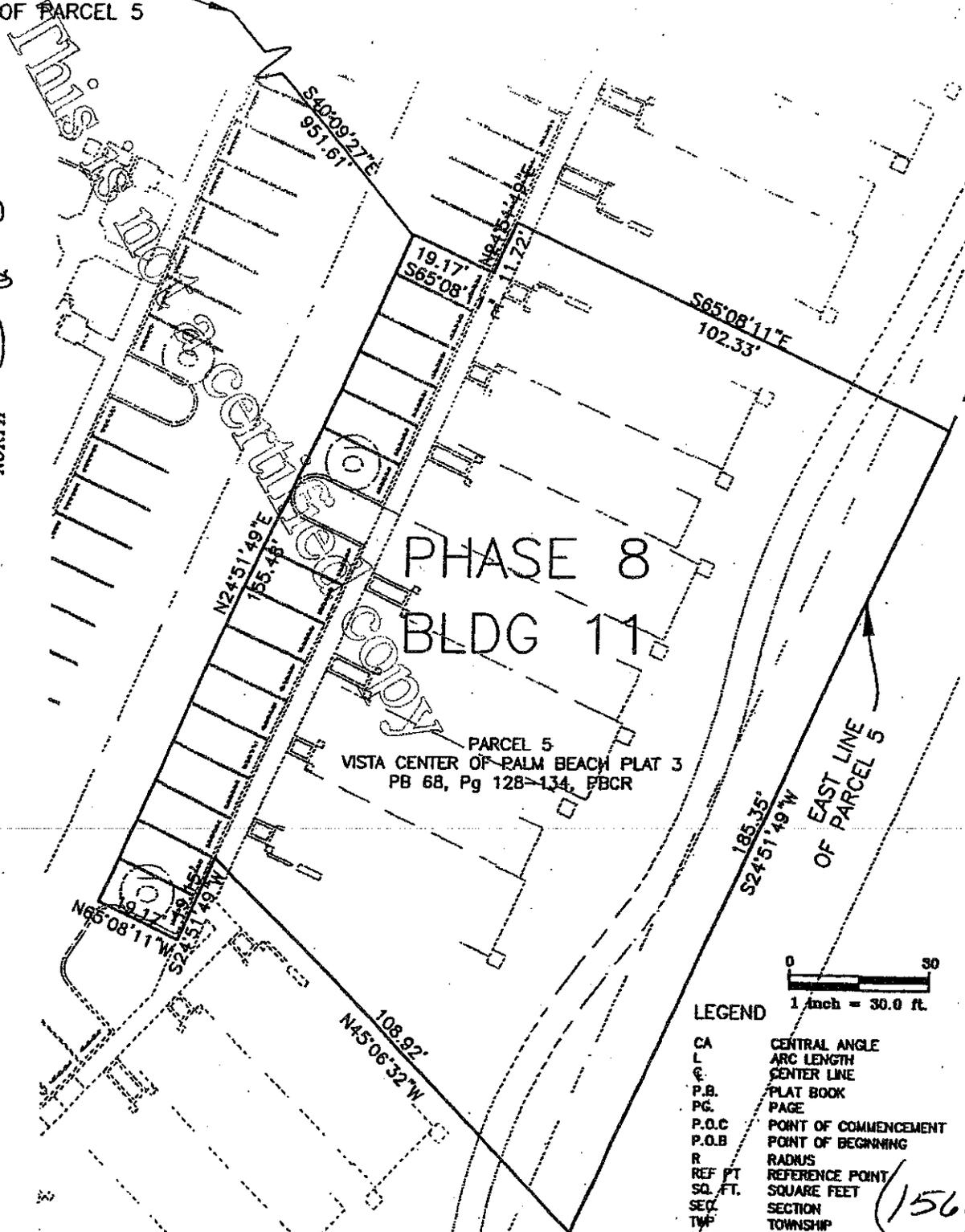
**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE	PROJECT No.	SHEET
N.T.S.	04-4569	21
DATE	CAD FILE	

# SURVEY

## PHASE 8, BUILDING 11, THE LINKS AT EMERALD DUNES CONDOMINIUM PALM BEACH COUNTY, FLORIDA

POC  
NW CORNER  
OF PARCEL 5



- LEGEND**
- CA CENTRAL ANGLE
  - L ARC LENGTH
  - C CENTER LINE
  - P.B. PLAT BOOK
  - PG. PAGE
  - P.O.C POINT OF COMMENCEMENT
  - P.O.B POINT OF BEGINNING
  - R RADIUS
  - REF PT REFERENCE POINT
  - SQ. FT. SQUARE FEET
  - SEC. SECTION
  - TWP. TOWNSHIP
  - PBCR PALM BEACH COUNTY RECORDS

(1568211)

**GA** Calvin, Giordano & Associates, Inc.  
Engineers Surveyors Planners  
1900 Eller Drive, Suite 600  
Fort Lauderdale, Florida 33316  
Phone: 954.521.7781 Fax 954.521.8907

**The Links at Emerald Dunes  
Condominium  
EXHIBIT 6**

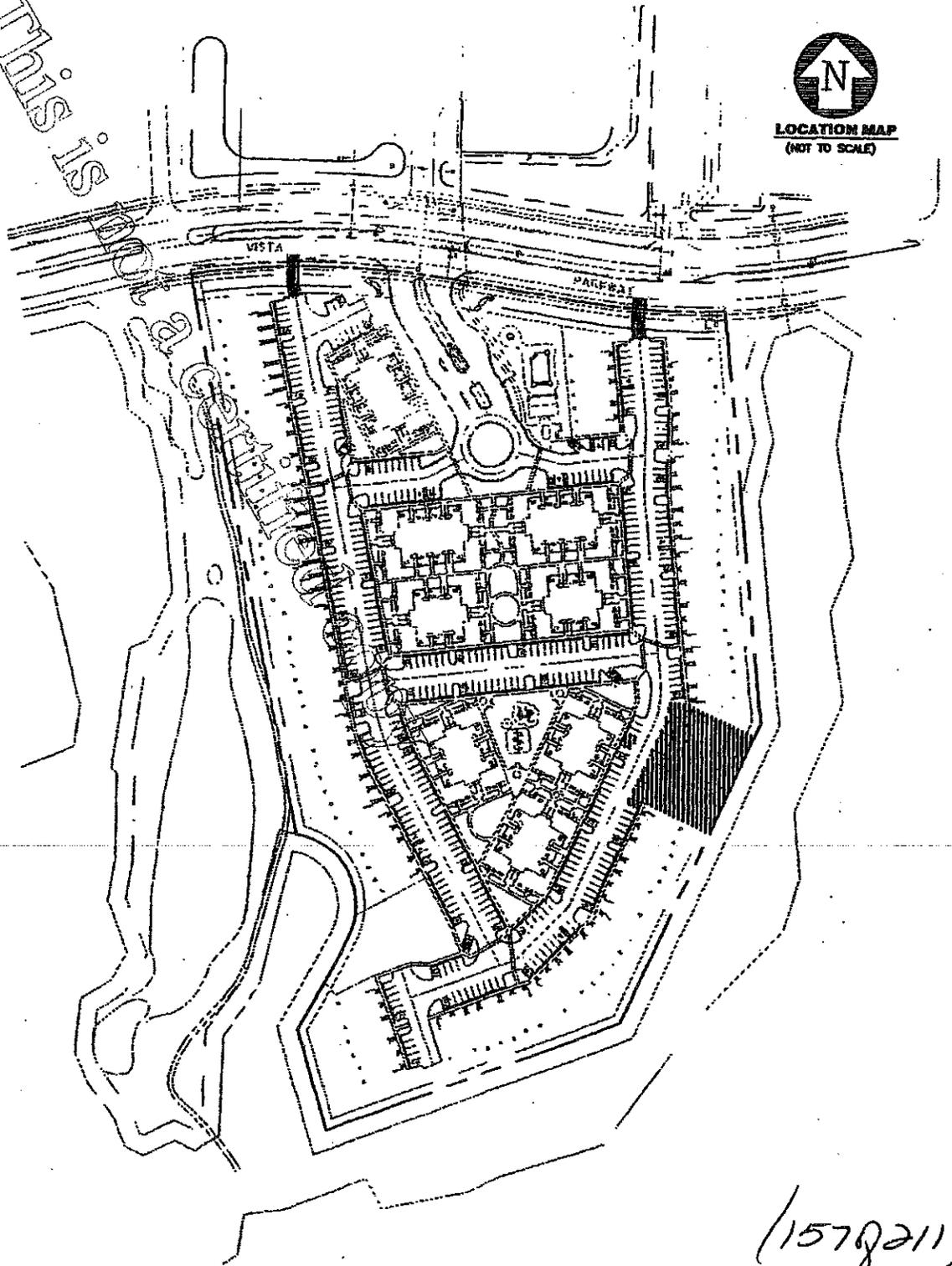
SCALE 1"=30.0'	PROJECT No 04-4569	SHEET 23
DATE	CHG FILE	

**SKETCH OF DESCRIPTION  
 PHASE 9, BUILDING 12, THE LINKS AT EMERALD DUNES CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is*



**LOCATION MAP  
 (NOT TO SCALE)**



LAYOUT NAME: PH 9 B12 A

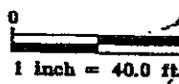
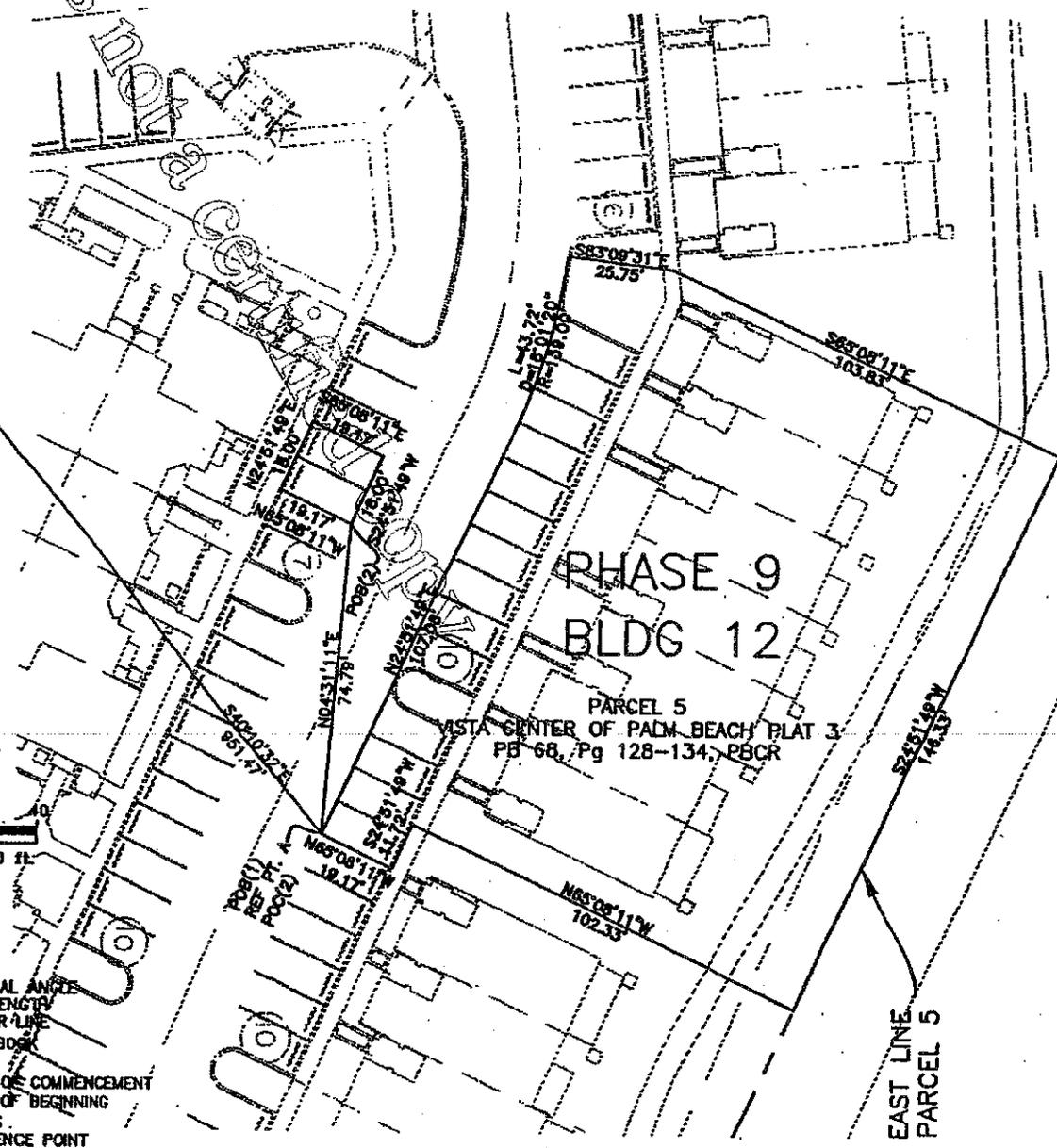
	<b>Calvin, Giordano &amp; Associates, Inc.</b>	
	Engineers Surveyors Planners	
	1800 Eller Drive, Suite 900	
	Fort Lauderdale, Florida 33316 Phone: 954.821.7761 Fax: 954.821.8807	

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT A**

SCALE	PROJECT No.	SHEET
N.T.S.	04-4569	<b>24</b>
DATE	DWG FILE	

**SURVEY**  
**PHASE 9, BUILDING 12, THE LINKS AT EMERALD DUNES**  
**CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**

*This is not a*  
**P.O.C. (1)**  
**NW CORNER OF PARCEL 5**



**LEGEND**

- CA CENTRAL ANGLE
- L ARC LENGTH
- C CENTER LINE
- P.B. PLAT BOOK
- PG. PAGE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R RADIUS
- REF PT REFERENCE POINT
- SF SQUARE FEET
- SECTION
- TOWNSHIP
- PBCR PALM BEACH COUNTY RECORDS

*158821*

**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33318  
 Phone: 954.921.7701 Fax 954.921.8807

**The Links at Emerald Dunes**  
**Condominium**  
**EXHIBIT 6**

SCALE	PROJECT No.
1"=40.0'	04-4569
DATE	CD FILE

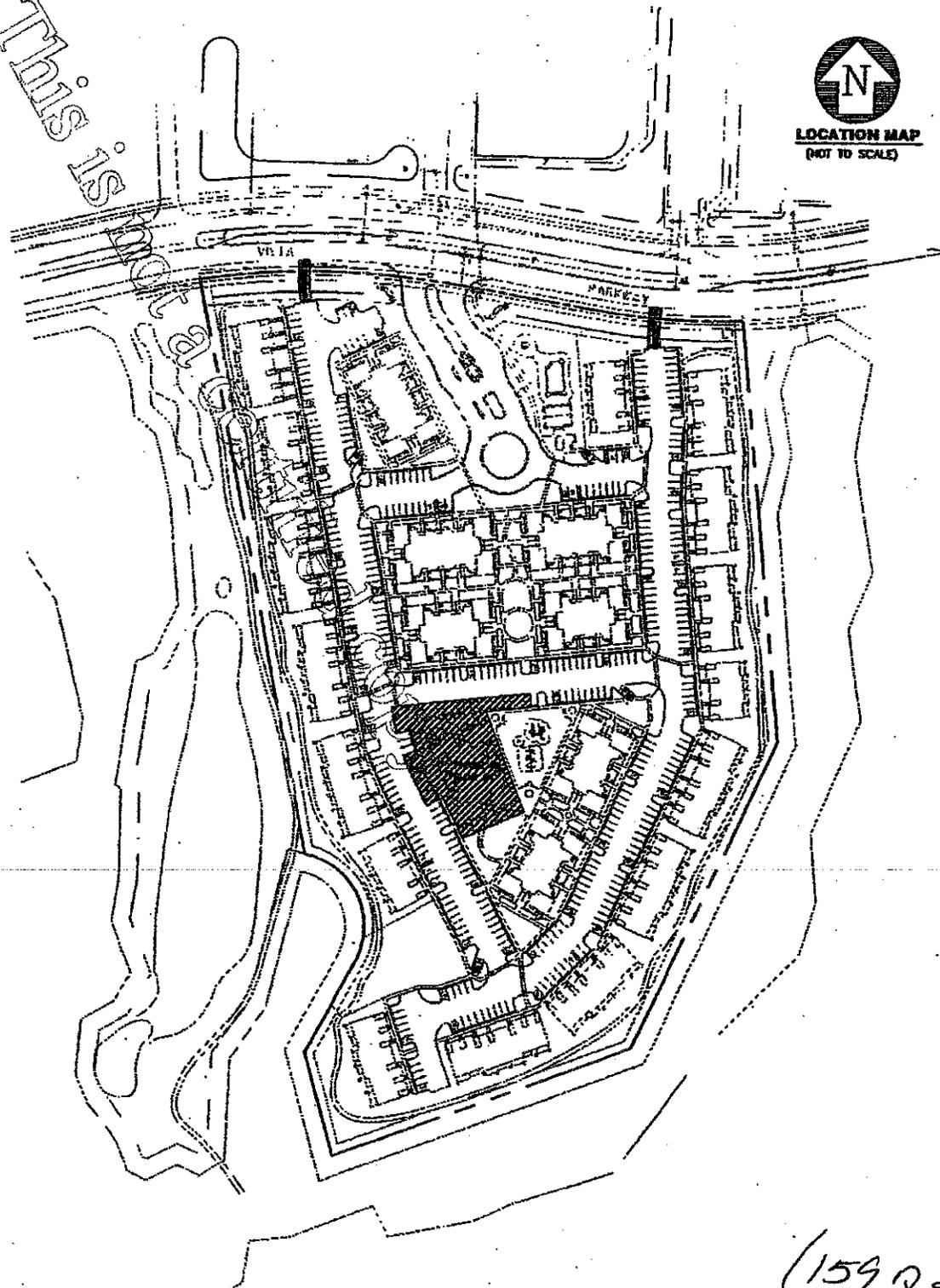
SHEET  
**26**

**SKETCH OF DESCRIPTION  
 PHASE 10, BUILDING 21, THE LINKS AT EMERALD DUNES CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is not a*



**LOCATION MAP  
 (NOT TO SCALE)**



*(1598211)*

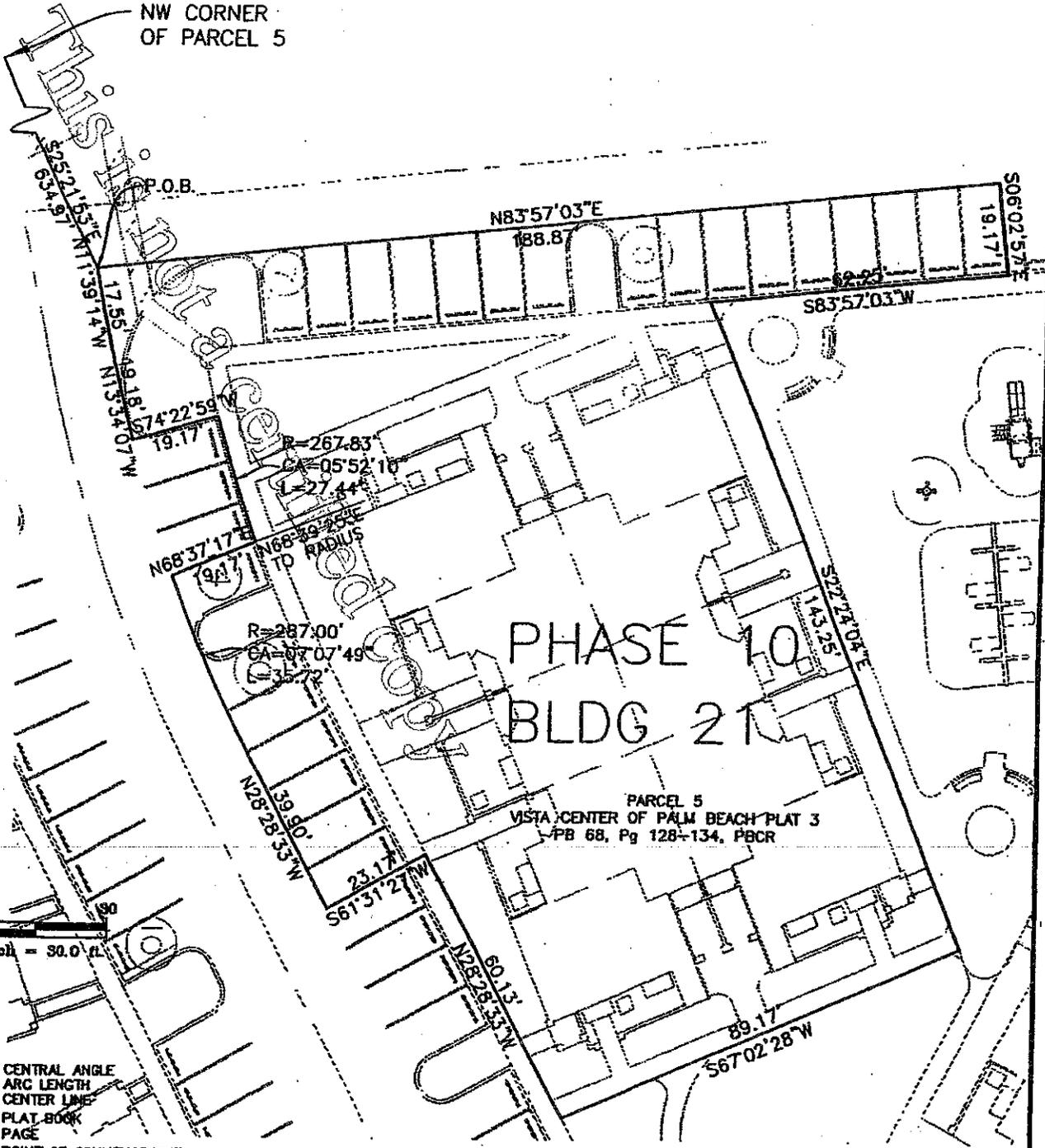
<b>GA</b>	<b>Calvin, Giordano &amp; Associates, Inc.</b>
	<b>Engineers Surveyors Planners</b>
	1900 Elder Drive, Suite 600 Fort Lauderdale, Florida 33316 Phone: 954.921.7701 Fax 954.921.6607

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE	PROJECT No	SHEET
N.T.S.	04-4569	27
DATE	CAD FILE	

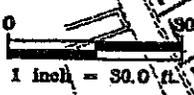
**SURVEY**  
**PHASE 10, BUILDING 21, THE LINKS AT EMERALD DUNES CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**

POC  
 NW CORNER  
 OF PARCEL 5



PHASE 10  
 BLDG 21

PARCEL 5  
 VISTA CENTER OF PALM BEACH PLAT 3  
 L/PB 68, Pg 128-134, PBCR



**LEGEND**

- CA CENTRAL ANGLE
- L ARC LENGTH
- C CENTER LINE
- P.B. PLAT BOOK
- PG. PAGE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R RADIUS
- REF PT REFERENCE POINT
- SQ SQUARE FEET
- SECTION
- TW TOWNSHIP
- PBCR PALM BEACH COUNTY RECORDS

*(1608211)*

**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Eder Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7791 Fax: 954.921.8007

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

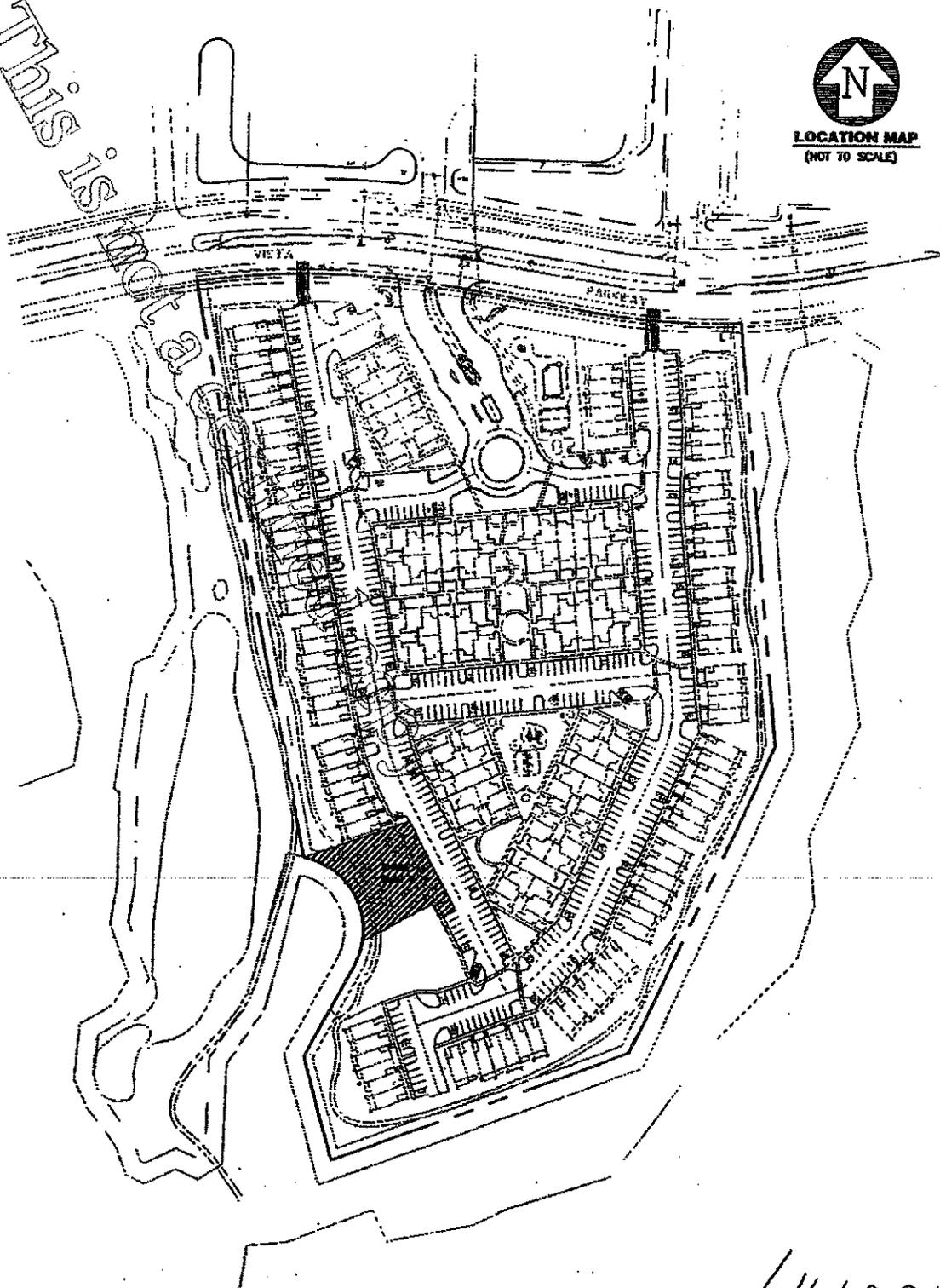
SCALE 1"=30.0'	PROJECT No 04-4569	SHEET 29
DATE	CD FILE	

**SKETCH OF DESCRIPTION  
 PHASE 11, BUILDING 7, THE LINKS AT EMERALD DUNES CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is*



**LOCATION MAP  
 (NOT TO SCALE)**



*(1619211)*



**Calin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Eller Drive, Suite 800  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax 954.921.8607

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE	PROJECT No	SHEET
N.T.S.	04-4569	30
DATE	CAD FILE	

**SURVEY**  
**PHASE 11, BUILDING 7, THE LINKS AT EMERALD DUNES CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**

POC  
 NW CORNER OF PARCEL 5.

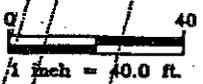
*This is not a certified copy*



PHASE 11  
 BLDG 7

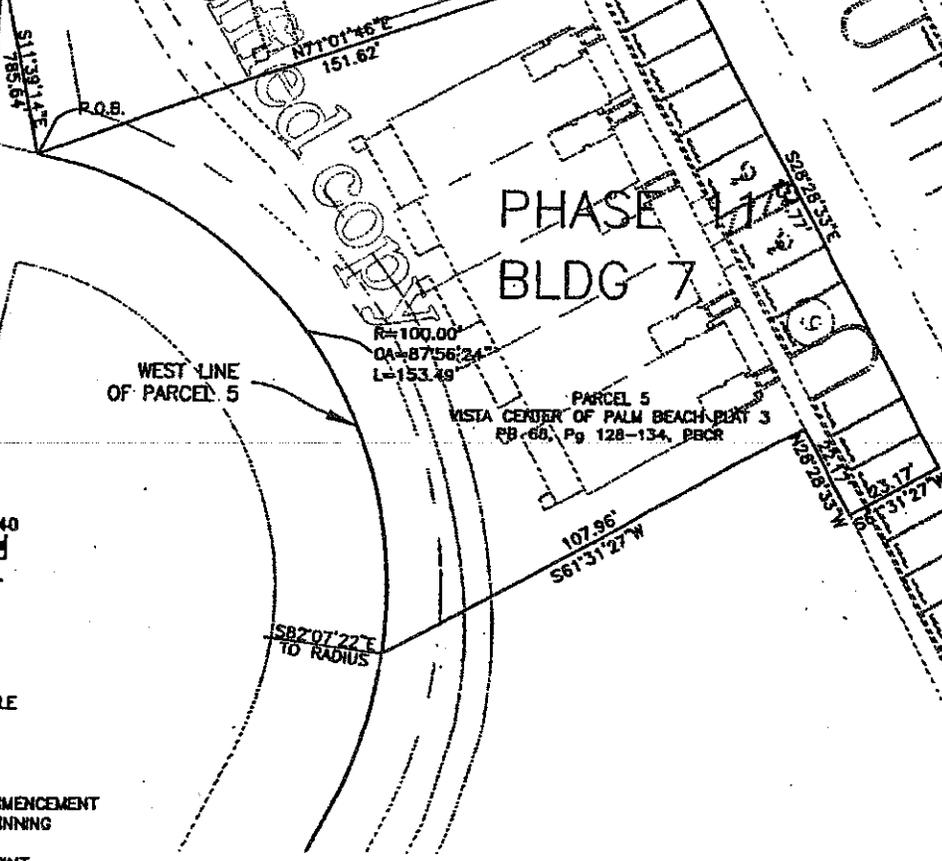
WEST LINE  
 OF PARCEL 5

PARCEL 5  
 VISTA CENTER OF PALM BEACH, PART 3  
 PB-60, Pg 128-134, PBCR



**LEGEND**

- CA CENTRAL ANGLE
- AL ARC LENGTH
- CL CENTER LINE
- P.B. PLAT BOOK
- Pg. PAGE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R. RADIUS
- REF. PT. REFERENCE POINT
- S.F. SQUARE FEET
- SEC. SECTION
- TWP. TOWNSHIP
- PBCR PALM BEACH COUNTY RECORDS



*(11229211)*

**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Elder Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax: 954.921.8807

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

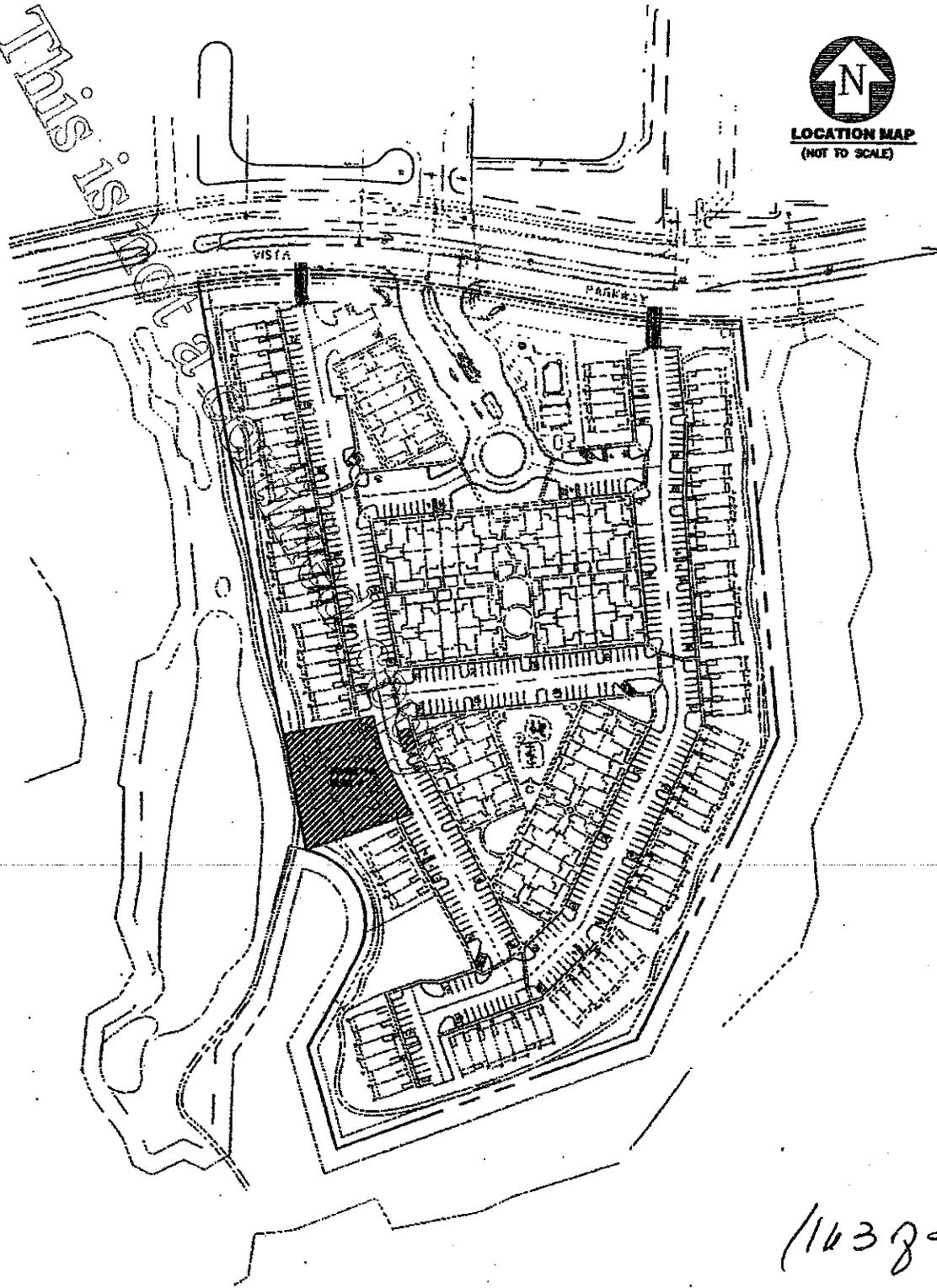
SCALE	PROJECT No.	SHEET
1"=40.0'	04-4569	<b>32</b>
DATE	CAD FILE	

**SKETCH OF DESCRIPTION  
 PHASE 12, BUILDING 6, THE LINKS AT EMERALD DUNES CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is a sketch*



**LOCATION MAP  
 (NOT TO SCALE)**



*(11038211)*

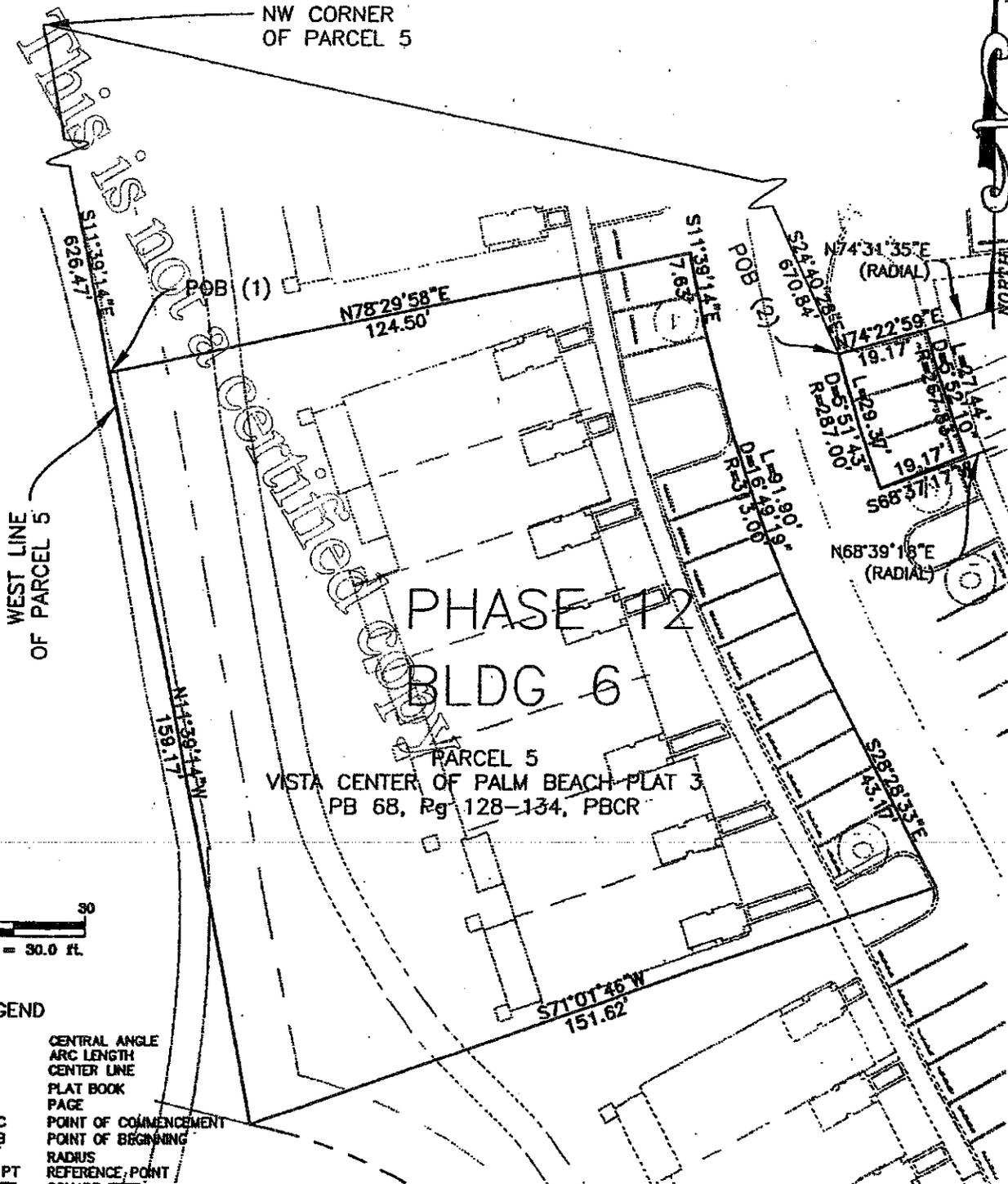
**GA**  
**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1600 Miller Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7701 Fax 954.921.8807

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE	PROJECT No	SHEET
N.T.S.	04-4569	<b>33</b>
DATE	DWG FILE	

**SURVEY**  
**PHASE 12, BUILDING 6, THE LINKS AT EMERALD DUNES CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**

POC  
 NW CORNER  
 OF PARCEL 5



- LEGEND**
- CA CENTRAL ANGLE
  - L ARC LENGTH
  - C CENTER LINE
  - P.B. PLAT BOOK
  - P.C. PAGE
  - P.O.C. POINT OF COMMENCEMENT
  - P.O.B. POINT OF BEGINNING
  - R RADIUS
  - REF PT REFERENCE POINT
  - SQ. FT. SQUARE FEET
  - SEC. SECTION
  - WP TOWNSHIP
  - PBCR PALM BEACH COUNTY RECORDS

*(1649211)*

**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Hiller Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax: 954.921.8807

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

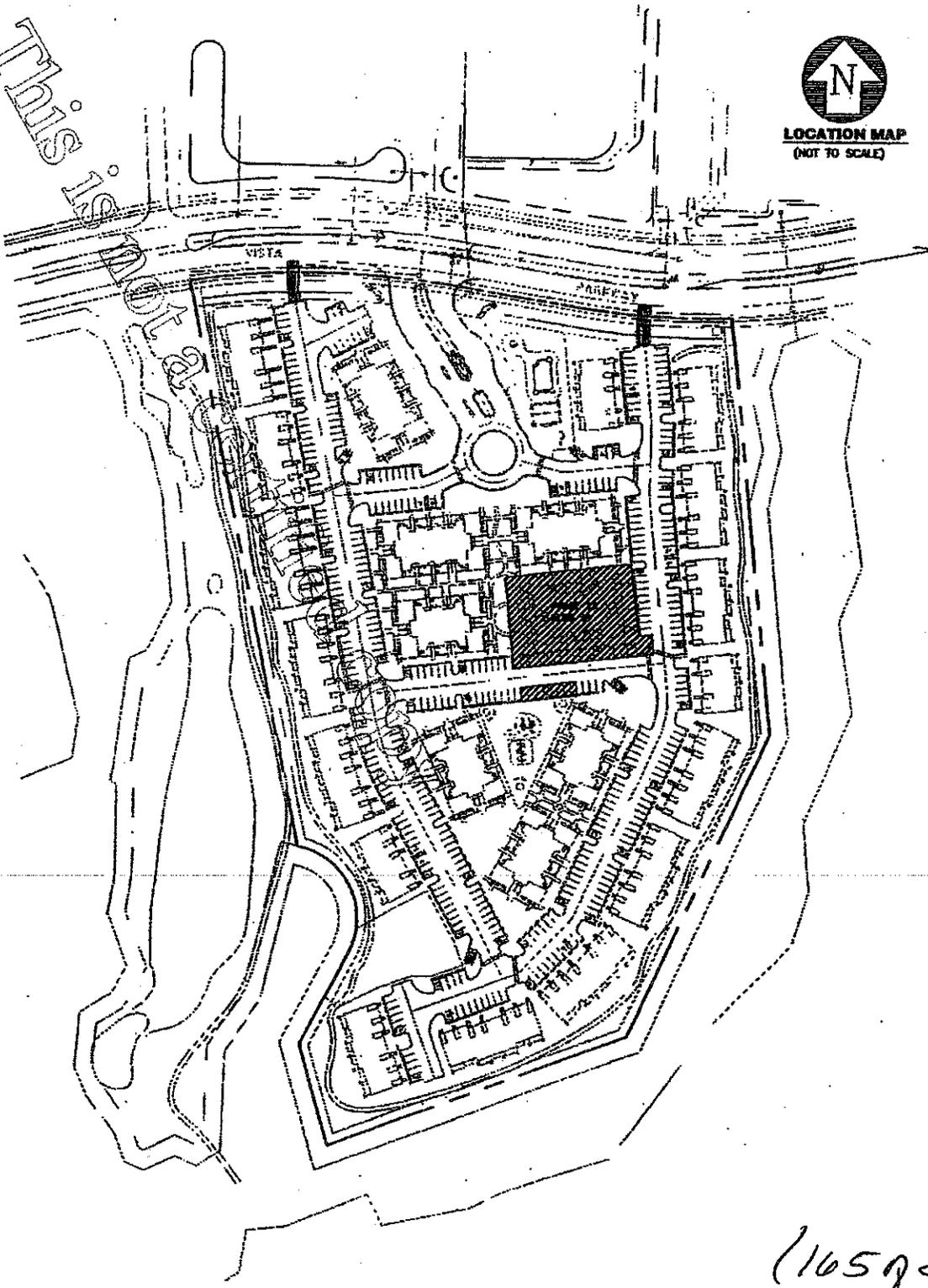
SCALE 1"=30.0'	PROJECT No 04-4569	SHEET <b>35</b>
DATE	CAD FILE	73

**SKETCH OF DESCRIPTION  
 PHASE 13, BUILDING 24, THE LINKS AT EMERALD DUNES CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is not a*



**LOCATION MAP  
 (NOT TO SCALE)**



*(1059211)*

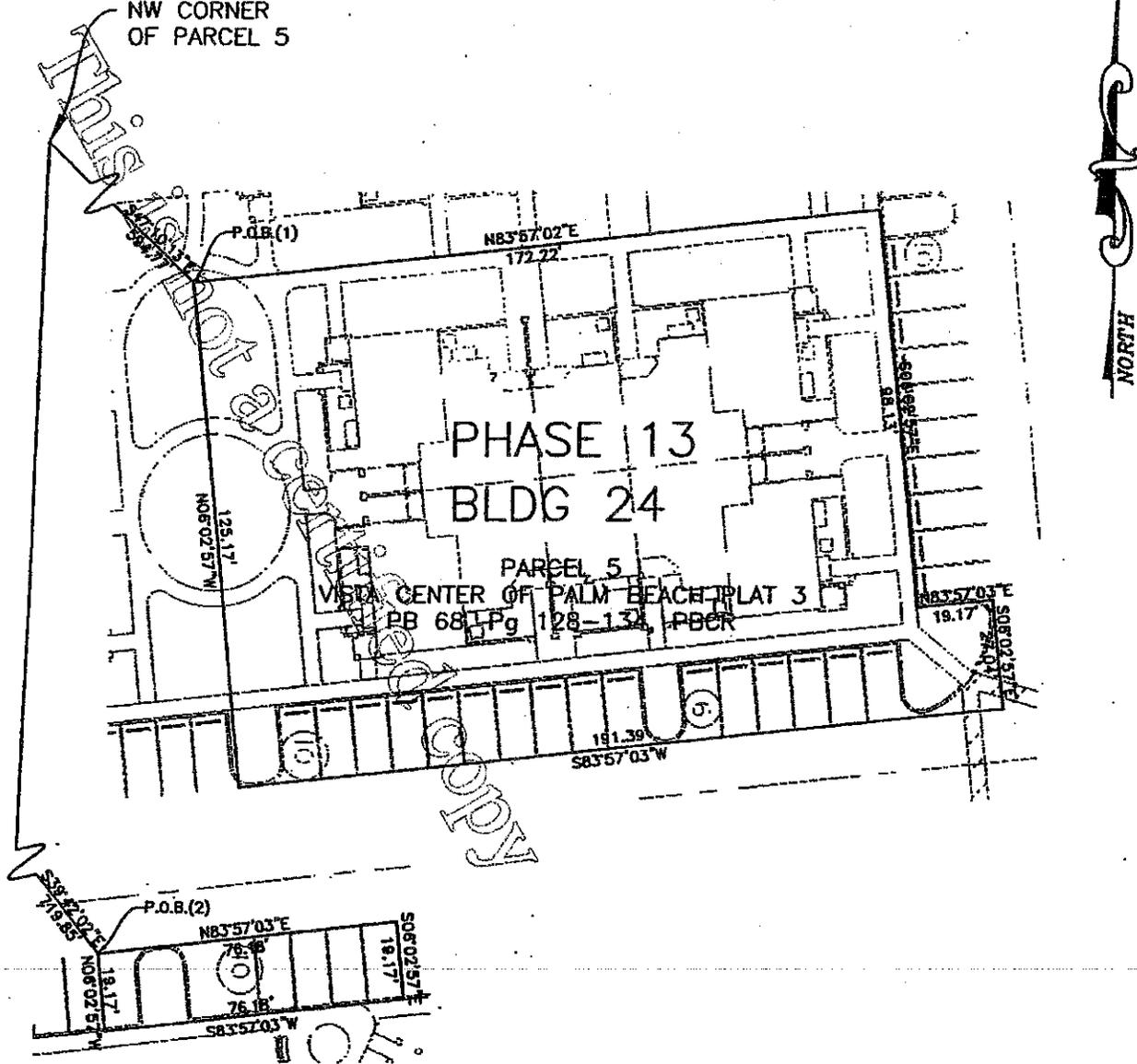
**GA**  
**Cahn, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax 954.921.8807  
 Certificate of Authorization No. LB 6781

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE N.T.S.	PROJECT No 04-4569	SHEET <b>36</b>
DATE	CAD FILE	of 73

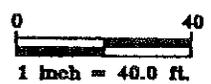
**SURVEY**  
**PHASE 13, BUILDING 24, THE LINKS AT EMERALD DUNES CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**

POC  
 NW CORNER  
 OF PARCEL 5



**LEGEND**

- CA CENTRAL ANGLE
- L ARC LENGTH
- C CENTER LINE
- P.B. PLAT BOOK
- PG. PAGE
- P.O.C POINT OF COMMENCEMENT
- P.O.B POINT OF BEGINNING
- R RADIUS
- REF PT REFERENCE POINT
- T SQUARE FEET
- SECTION
- TOWNSHIP
- PBCR PALM BEACH COUNTY RECORDS



*(11669211)*

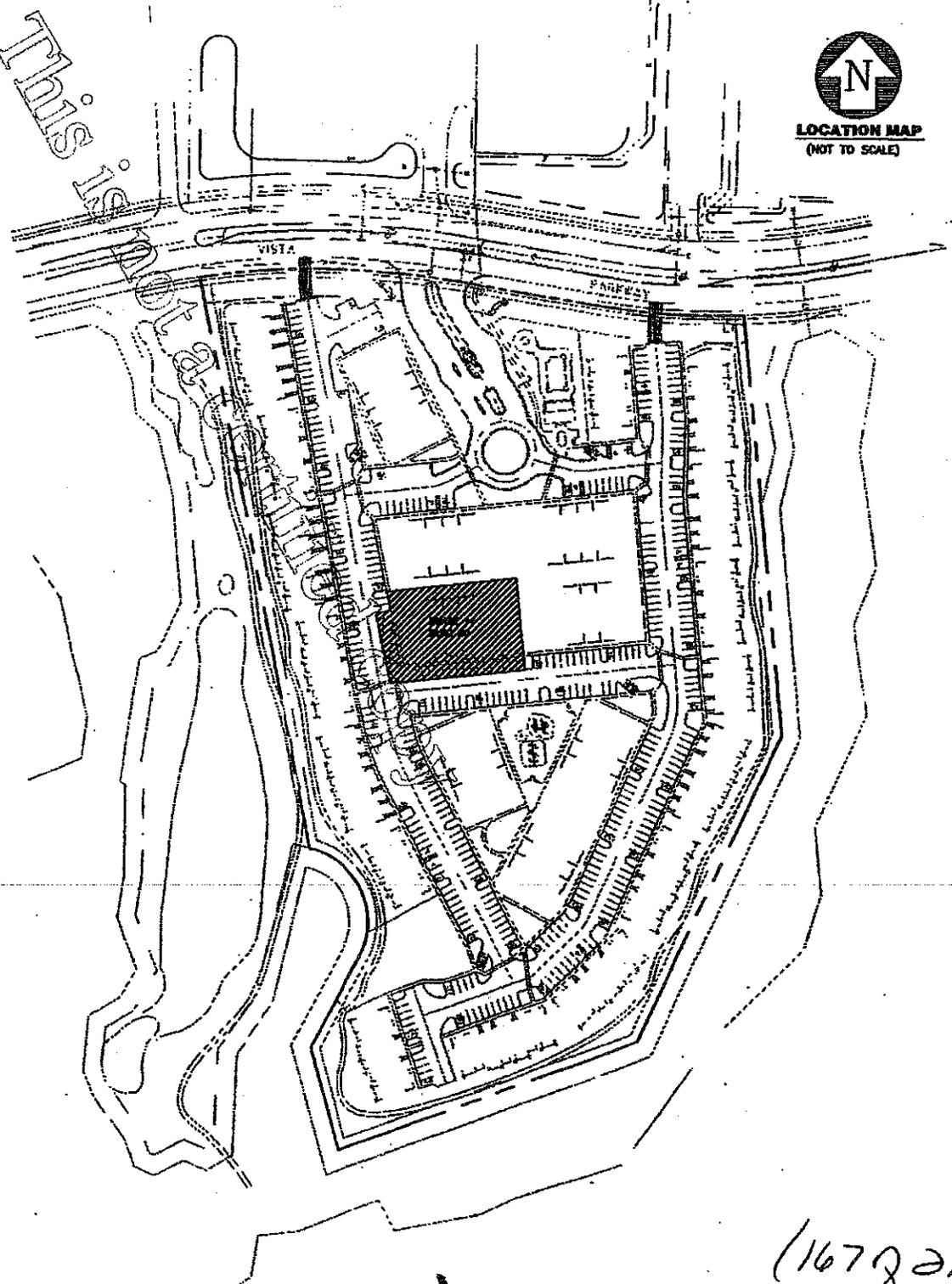
**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1500 E2nd Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7751 Fax 954.921.8807  
 Florida State of Authorization No. LB 6761

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE	PROJECT No	SHEET
1"=40.0'	04-4569	<b>38</b>
DATE	CDG FILE	OF 73
	SEE LIST	

**SKETCH OF DESCRIPTION  
 PHASE 14, BUILDING 20, THE LINKS AT EMERALD DUNES  
 CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is not a survey*



*(1678211)*

**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Elder Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax 954.921.8907  
 Certificate of Authorization No. LB 6791

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

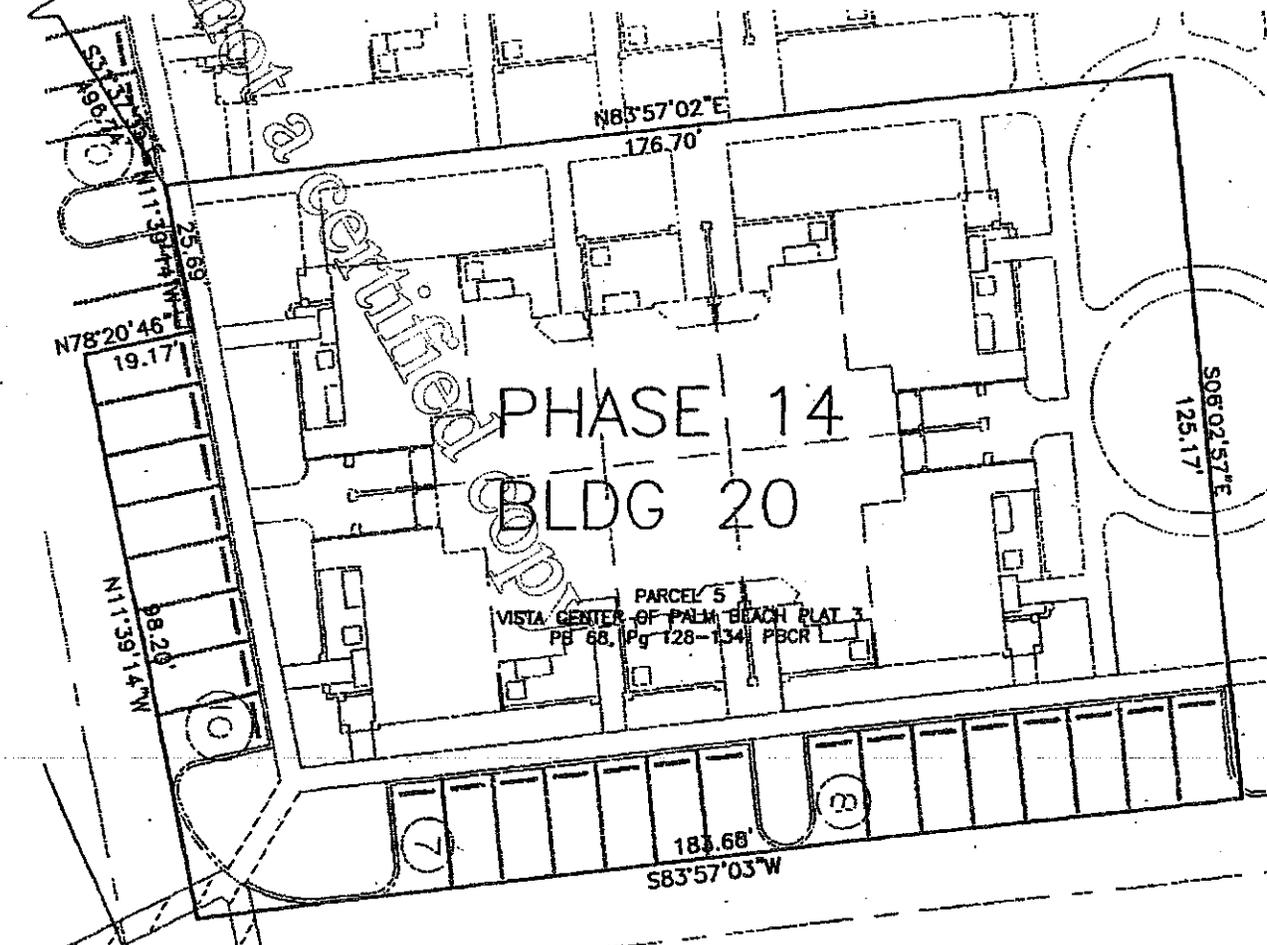
SCALE	PROJECT No.	SHEET
N.T.S.	04-4569	<b>39</b>
DATE	CAD FILE	OF
	SEE LIST	73

**SURVEY**  
**PHASE 14, BUILDING 20, THE LINKS AT EMERALD DUNES**  
**CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**



*This is not a certified copy*

POC  
 NW CORNER  
 OF PARCEL 5

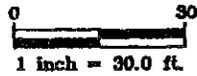


PHASE 14  
 BLDG 20

PARCEL 5  
 VISTA CENTER OF PALM BEACH PLAT 3  
 PB 68, Pg 128-134 PBCR L

**LEGEND**

- CA CENTRAL ANGLE
- L ARC LENGTH
- C CENTER LINE
- P.B. PLAT BOOK
- PG. PAGE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R RADUIS
- REF PT REFERENCE POINT
- SQ. FT. SQUARE FEET
- SECTION
- TOWNSHIP
- PBCR PALM BEACH COUNTY RECORDS



*(1689211)*

**CA**  
**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Ether Drive, Suite 600  
 Fort Lauderdale, Florida 33314  
 Phone: 954.921.7781 Fax 954.921.8807  
 Certificate of Authorization No. LB 8781

**The Links at Emerald Dunes**  
**Condominium**  
**EXHIBIT 6**

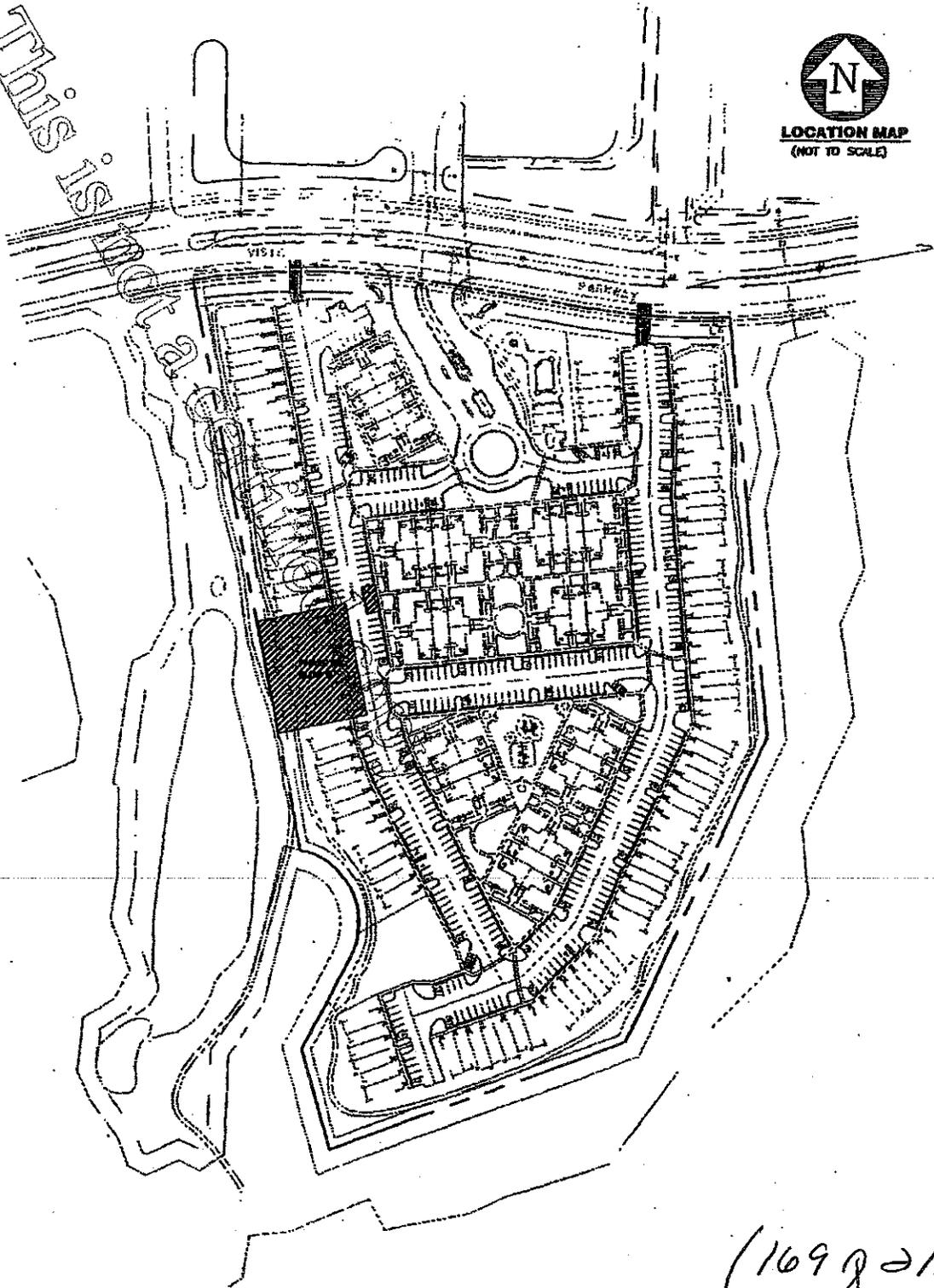
SCALE 1"=30.0'	PROJECT No 04-4569	SHEET <b>41</b>
DATE	CAD FILE	SEE LIST 73

**SKETCH OF DESCRIPTION  
 PHASE 15, BUILDING 5, THE LINKS AT EMERALD DUNES CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is*



**LOCATION MAP  
 (NOT TO SCALE)**



*(1098211)*



**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Eller Drive, Suite 800  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax: 954.921.8607  
 Certificate of Authorization No. LB 6781

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

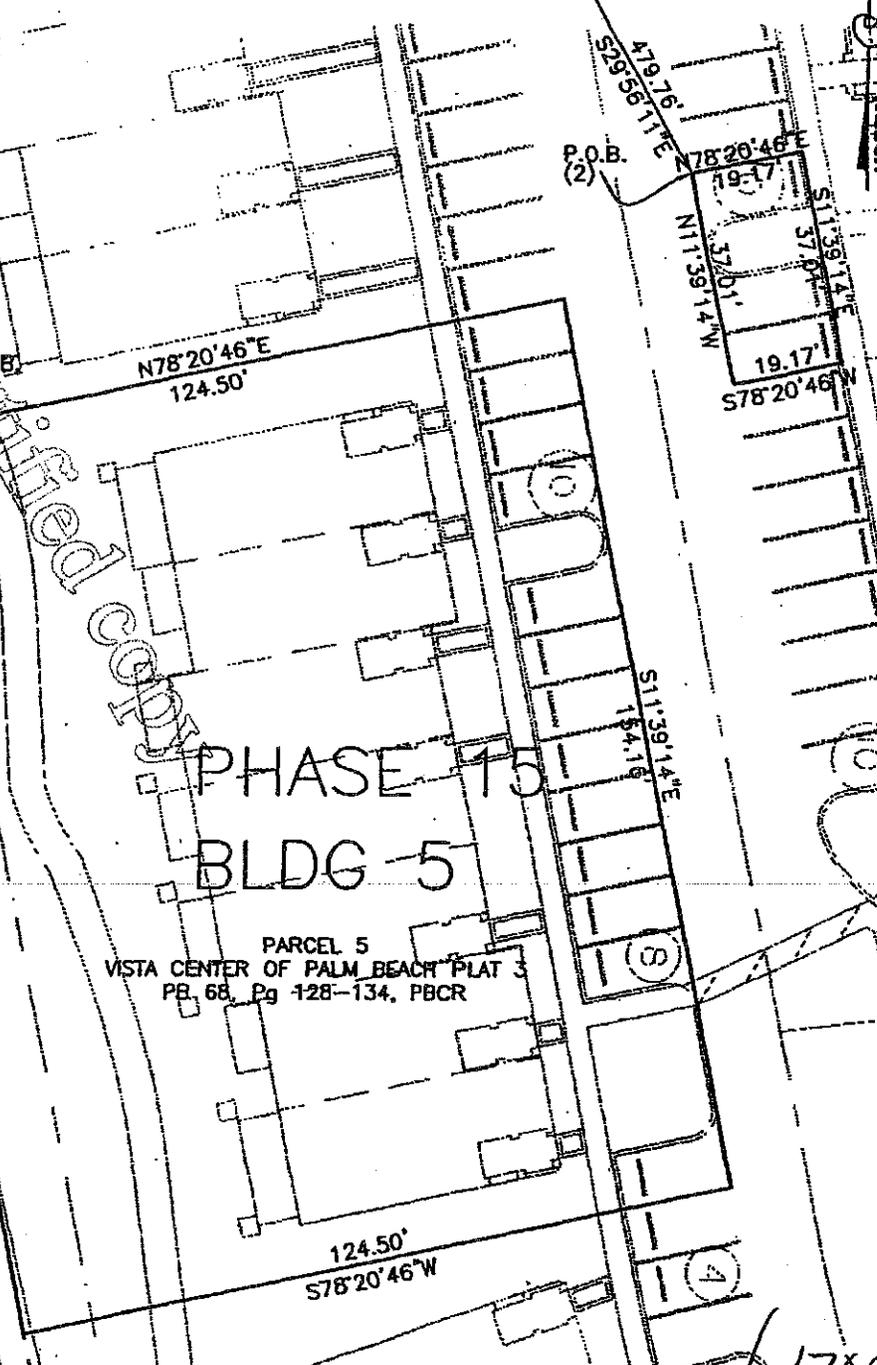
SCALE	PROJECT No	SHEET
N.T.S.	04-4569	<b>42</b>
DATE	CAD FILE	73
	SEE LIST	

**SURVEY**

POC NW CORNER OF PARCEL 5,  
**PHASE 15, BUILDING 5, THE LINKS AT EMERALD DUNES CONDOMINIUM**  
 PALM BEACH COUNTY, FLORIDA

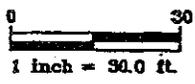
*This is not a certified copy*

WEST LINE OF PARCEL 5



**PHASE 15  
 BLDG 5**

PARCEL 5  
 VISTA CENTER OF PALM BEACH PLAT 3  
 PB. 68, Pg 128-134, PBCR



**LEGEND**

- CA CENTRAL ANGLE
- L ARC LENGTH
- C CENTER LINE
- P.B. PLAT BOOK
- P.G. PAGE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R RADIUS
- REF PT REFERENCE POINT
- SQ. FT. SQUARE FEET
- SEC. SECTION
- TOWNSHIP TOWNSHIP
- R PALM BEACH COUNTY RECORDS

*(1708211)*

**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Eller Drive, Suite 800  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax: 954.921.5807  
 Certificate of Authorization No. LR 6791

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

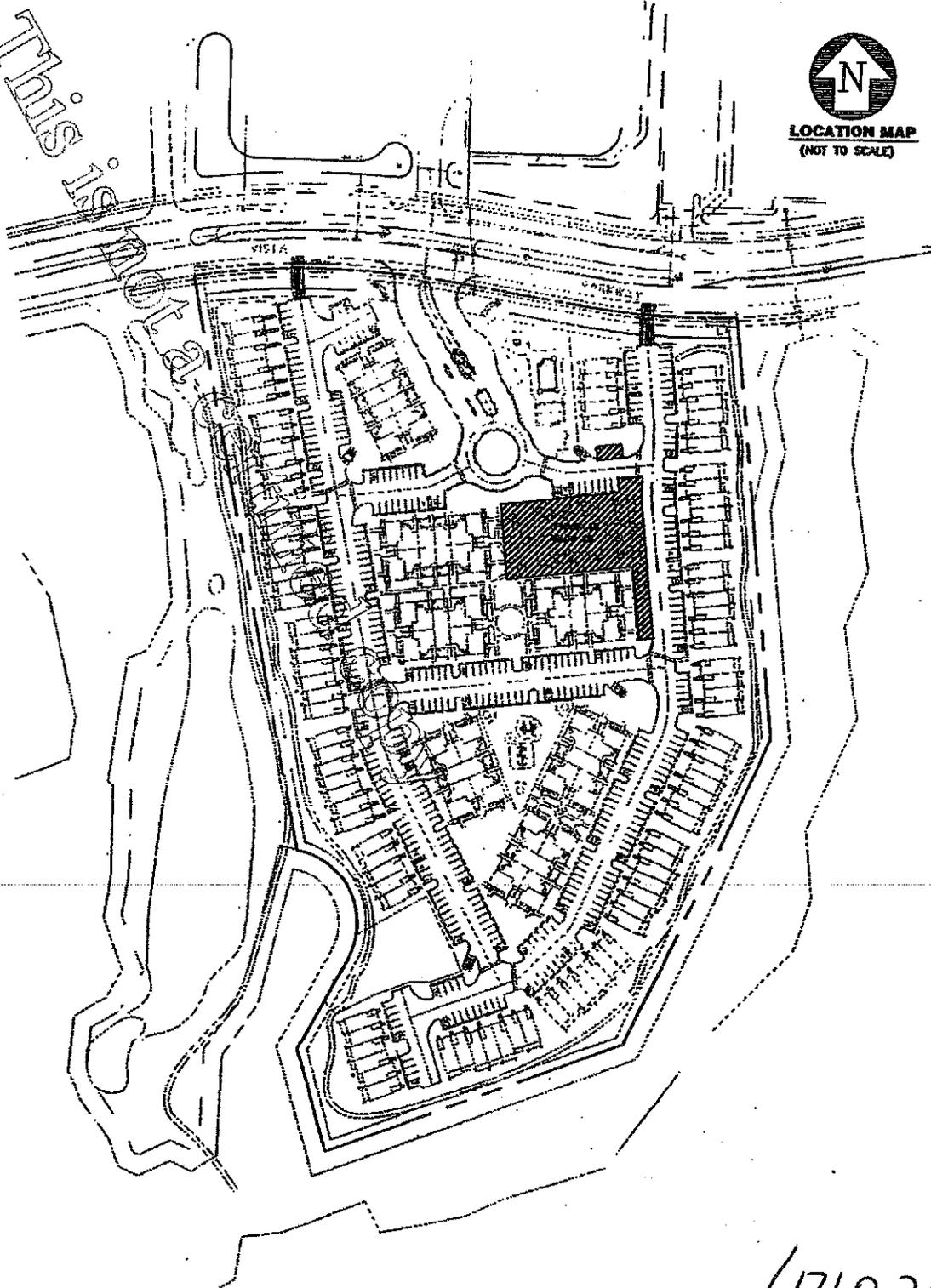
SCALE 1"=30.0'	PROJECT No. 04-4569	SHEET <b>44</b>
DATE	CAD FILE	73

**SKETCH OF DESCRIPTION  
 PHASE 16, BUILDING 18, THE LINKS AT EMERALD DUNES  
 CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is  
 Building 18*



**LOCATION MAP  
 (NOT TO SCALE)**



*(1718211)*



**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Eller Drive, Suite 800  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax 954.921.5007  
 Certificate of Authorization No. LB 6791

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE N.T.S.	PROJECT No 04-4569	SHEET <b>45</b>
DATE	CAD FILE	OF 73
	SHEET	

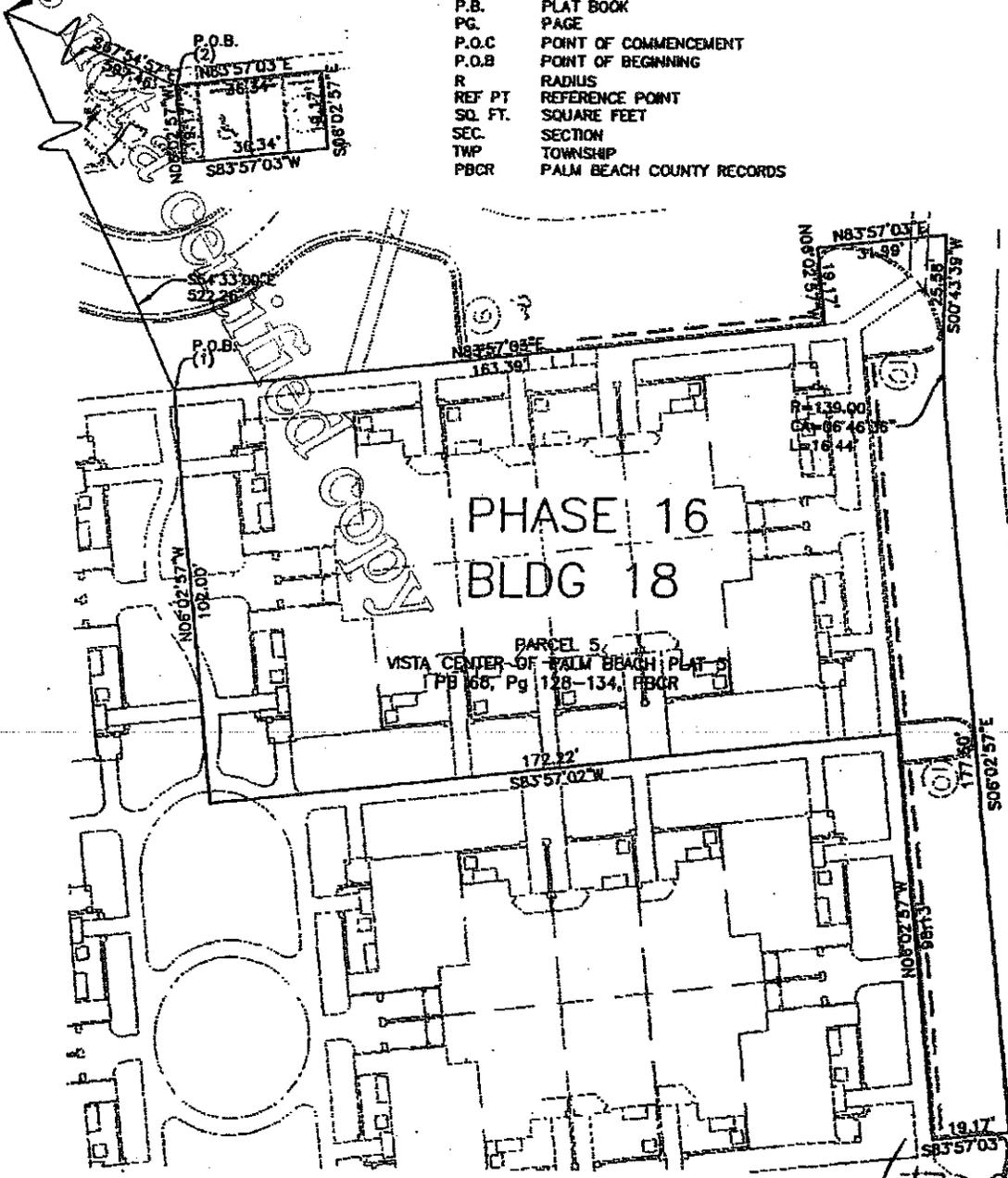
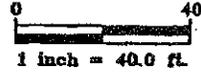
**SURVEY**  
**PHASE 16, BUILDING 18, THE LINKS AT EMERALD DUNES**  
**CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**

*This is*

POC  
 NW CORNER  
 OF PARCEL 5

**LEGEND**

- CA CENTRAL ANGLE
- L ARC LENGTH
- CL CENTER LINE
- P.B. PLAT BOOK
- P.G. PAGE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R RADIUS
- REF PT REFERENCE POINT
- SQ. FT. SQUARE FEET
- SEC. SECTION
- TWP. TOWNSHIP
- PBCR PALM BEACH COUNTY RECORDS



**CA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Eder Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone 954.881.7781 Fax 954.821.8807  
 Certificate of Authorization No. LB 6791

**The Links at Emerald Dunes**  
**Condominium**  
**EXHIBIT 6**

SCALE 1"=40.0'	PROJECT NO. 04-4569
DATE	CAD FILE
	SE LIT

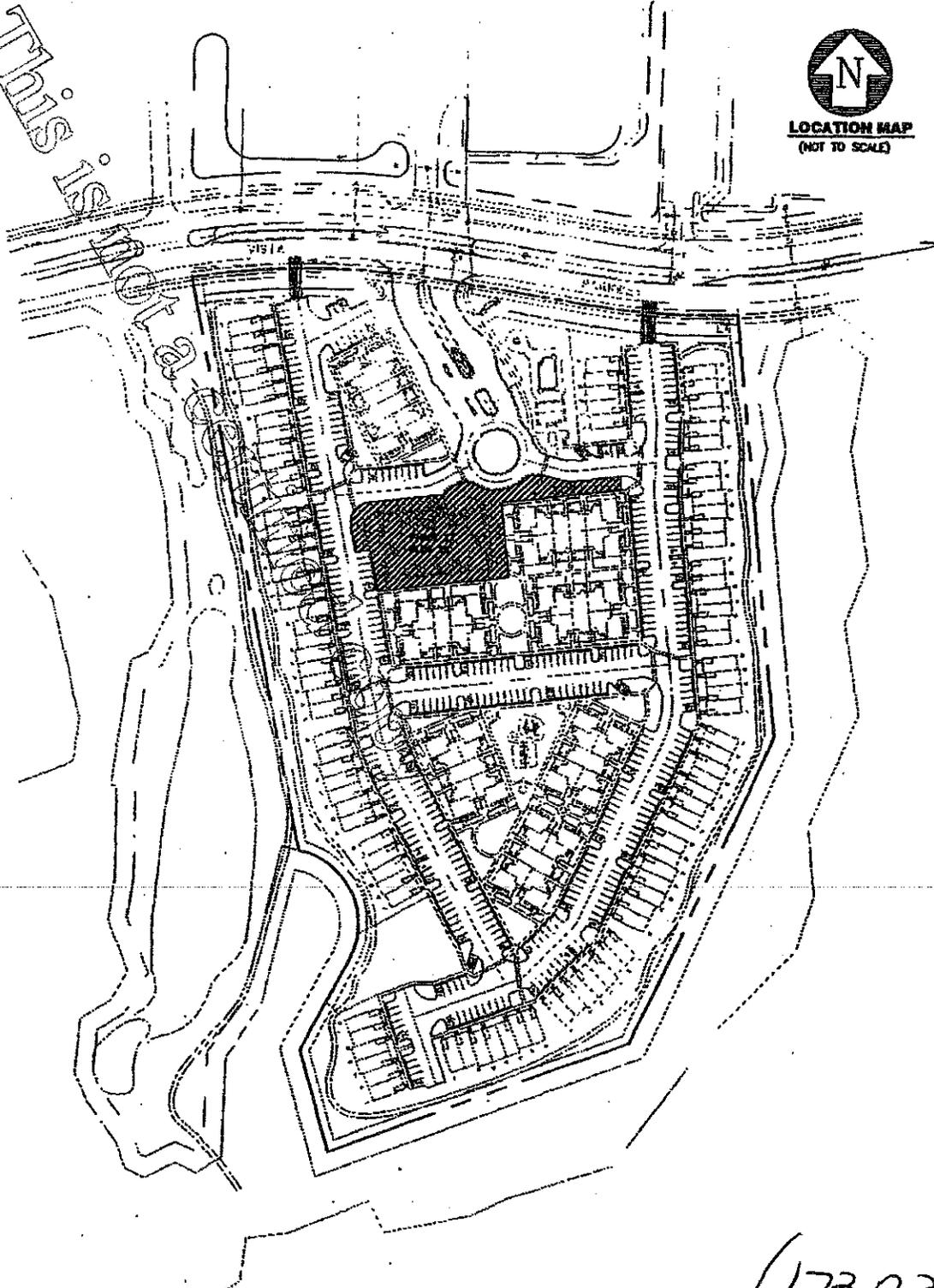
SHEET  
**47**  
 OF  
 73

**SKETCH OF DESCRIPTION  
 PHASE 17, BUILDING 19, THE LINKS AT EMERALD DUNES  
 CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is NOT to scale*



**LOCATION MAP  
 (NOT TO SCALE)**



*(1738211)*

Aerial photograph layout names: PH 17, BUILD 19

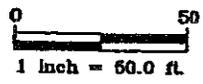
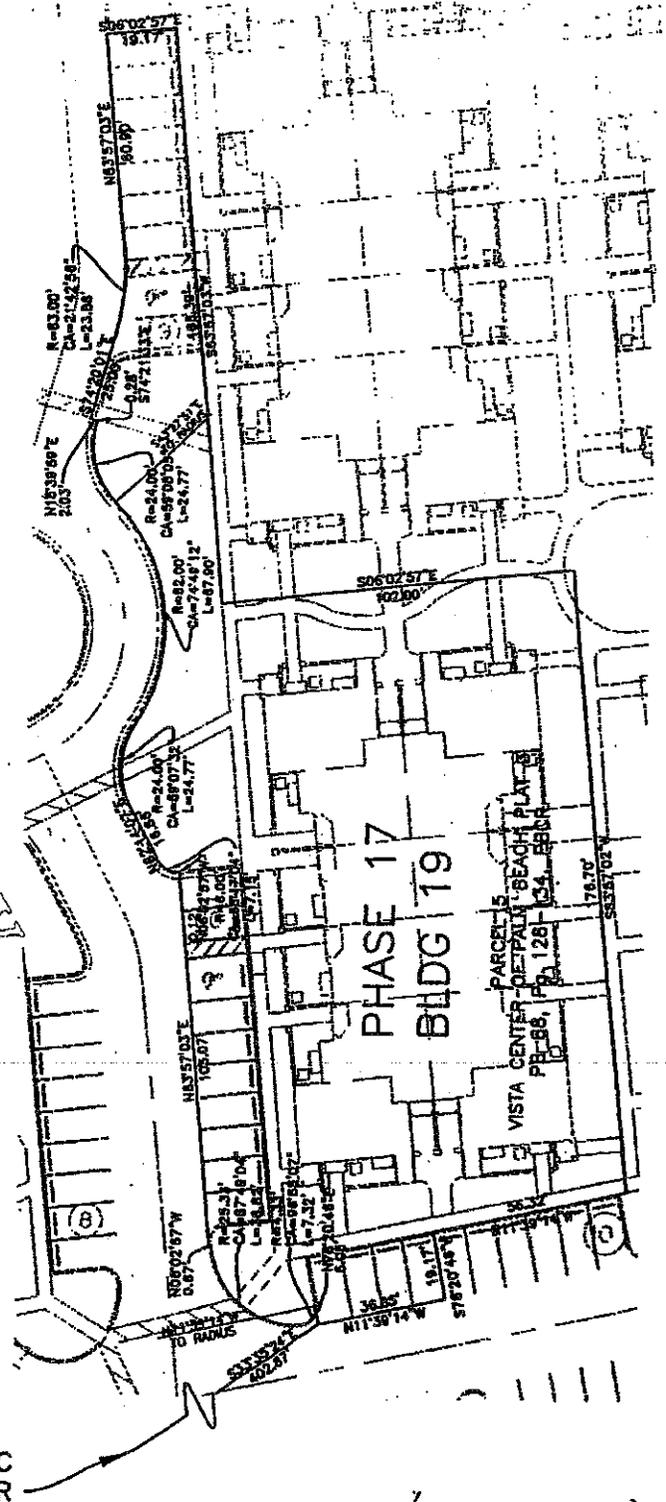
**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Klier Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax 954.921.9607  
 Certificate of Authorization No. LB 6794

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE	PROJECT No	SHEET
N.T.S.	04-4569	<b>48</b>
DATE	CAD FILE	OF
	REVT	73

**SURVEY**  
**PHASE 17, BUILDING 19, THE LINKS AT EMERALD DUNES CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**

*This is not a certified copy*



**LEGEND**

- CA CENTRAL ANGLE
- L ARC LENGTH
- C CENTER LINE
- P.B. PLAT BOOK
- PG. PAGE
- P.O.C POINT OF COMMENCEMENT
- P.O.B POINT OF BEGINNING
- R RADIUS
- REF PT REFERENCE POINT
- SQ SQUARE FEET
- SECTION
- Tn TOWNSHIP
- PBCR PALM BEACH COUNTY RECORDS

POC  
 NW CORNER  
 OF PARCEL 5

*(1748211)*

**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Kilar Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax: 954.921.8007

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

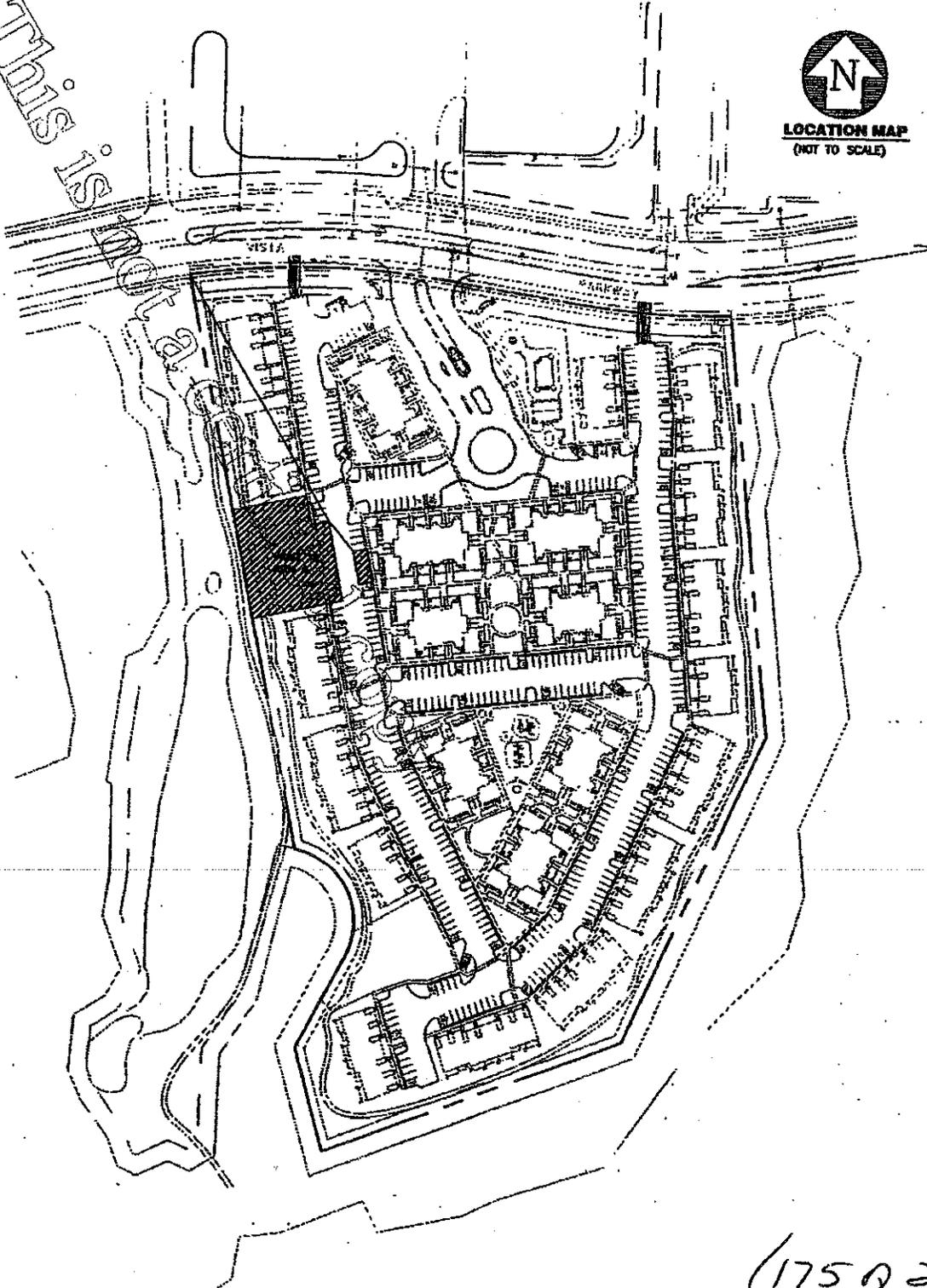
SCALE 1"=50.0'	PROJECT No 04-4569	SHEET 51
DATE	CAD FILE	

**SKETCH OF DESCRIPTION  
 PHASE 18, BUILDING 4, THE LINKS AT EMERALD DUNES  
 CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is not a*



**LOCATION MAP  
 (NOT TO SCALE)**



*(175 of 211)*

Layout name: P118 BD4 A

<b>GA</b>	<b>Calvin, Giordano &amp; Associates, Inc.</b>
	Engineers Surveyors Planners
	1800 Eller Drive, Suite 800
	Fort Lauderdale, Florida 33316 Phone: 954.921.7761 Fax 954.921.8977

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE	PROJECT No	SHEET
N.T.S.	04-4569	<b>52</b>
DATE	CAD FILE	

**SURVEY**  
**PHASE 18, BUILDING 4, THE LINKS AT EMERALD DUNES**  
**CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**

*This is not a certified copy*

Layout name: PH18 BD4 C

WES. LINE OF PARCEL 5

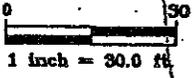
POC  
NW CORNER  
OF PARCEL 5

POB (1)  
REF PT. A

POB (2)

**PHASE 18**  
**BLDG 4**

PARCEL 5  
VISTA CENTER OF PALM BEACH PLAT 3  
PB 68, Pg. 128-134, PBCR



**LEGEND**

- CA CENTRAL ANGLE
- L ARC LENGTH
- C CENTER LINE
- P.B. PLAT BOOK
- P.G. PAGE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R RADIUS
- REF PT. REFERENCE POINT
- SQ. FT. SQUARE FEET
- SEC. SECTION
- WP TOWNSHIP
- .BCR PALM BEACH COUNTY RECORDS

*(1176 9211)*

**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Elder Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.981.7701 Fax 954.921.8907

**The Links at Emerald Dunes**  
**Condominium**  
**EXHIBIT 6**

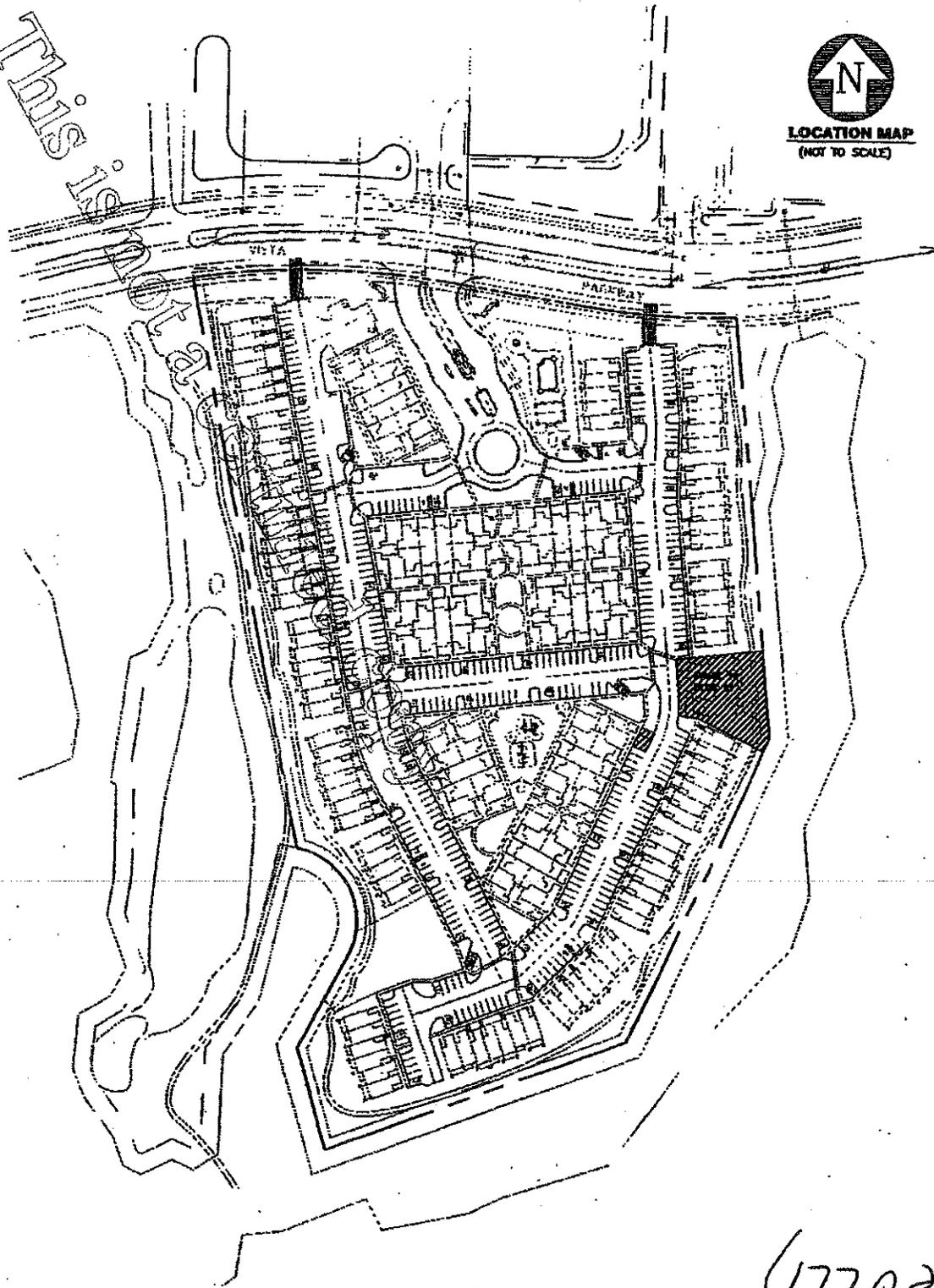
SCALE 1"=30.0'	PROJECT No 04-4569	SHEET <b>54</b>
DATE	CAD FILE	

**SKETCH OF DESCRIPTION  
 PHASE 19, BUILDING 13, THE LINKS AT EMERALD DUNES  
 CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is not a*



**LOCATION MAP  
 (NOT TO SCALE)**



(1778211)

	<b>Calvin, Giordano &amp; Associates, Inc.</b> Engineers Surveyors Planners 1800 Eller Drive, Suite 600 Fort Lauderdale, Florida 33316 Phone: 954.821.7761 Fax 954.821.8807 <small>Certificate of Authorization No. 12 8791</small>
--	--

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE	PROJECT No	SHEET
N.T.S.	04-4569	<b>55</b>
DATE	CAD FILE	of 73
	SECRET	

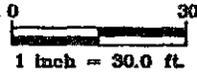
**SURVEY**  
**PHASE 19, BUILDING 13, THE LINKS AT EMERALD DUNES**  
**CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**

*This is not a certified copy*



**LEGEND**

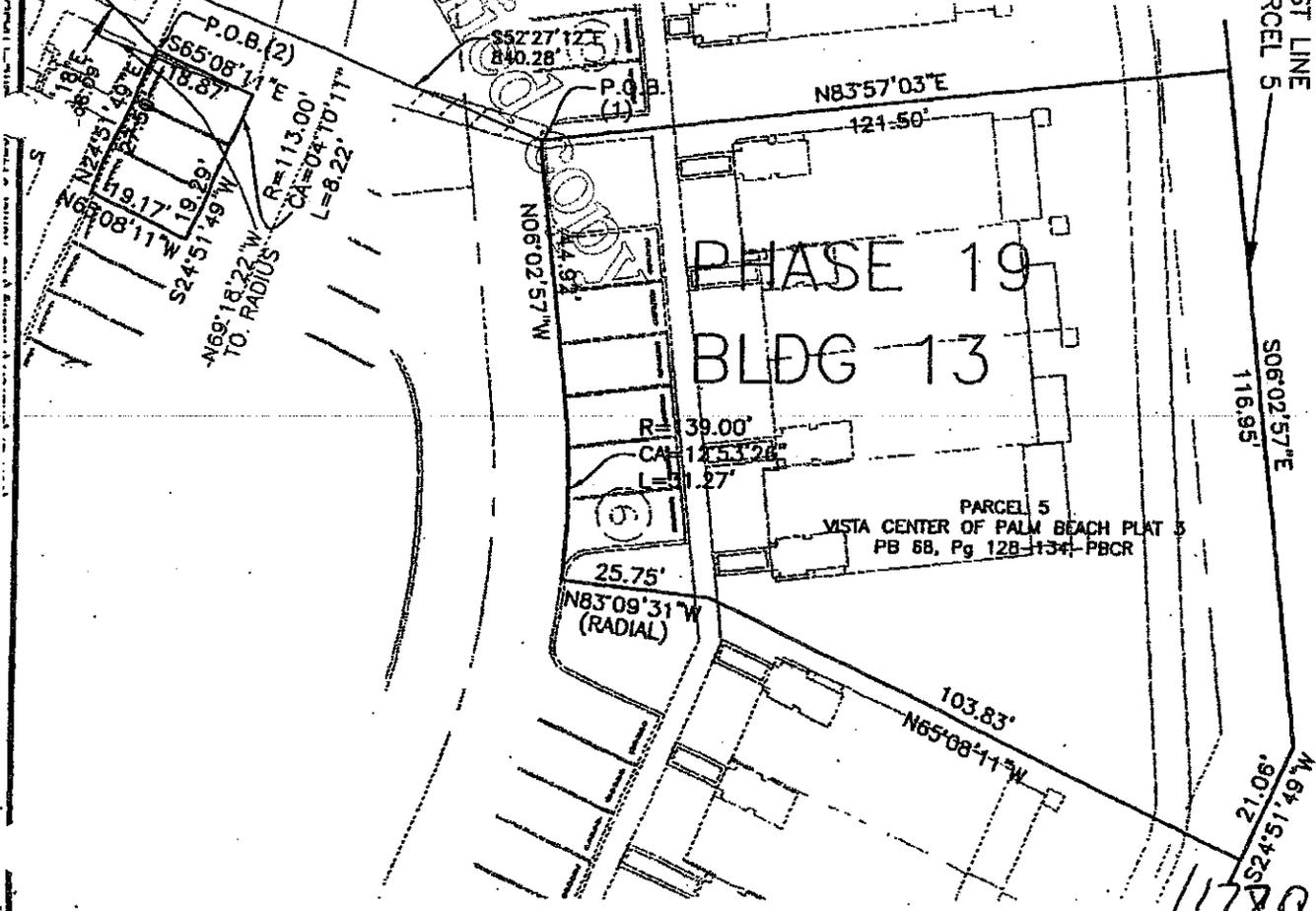
- CA CENTRAL ANGLE
- L ARC LENGTH
- CL CENTER LINE
- P.B. PLAT BOOK
- PG. PAGE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R RADIUS
- REF PT REFERENCE POINT
- SQ. FT. SQUARE FEET
- SEC. SECTION
- TWP TOWNSHIP
- PBCR PALM BEACH COUNTY RECORDS



POB  
 NW CORNER  
 OF PARCEL 5

EAST LINE  
 OF PARCEL 5

S. C. GARDNER & ASSOCIATES, INC. SURVEYORS



**PHASE 19**  
**BLDG 13**

PARCEL 5  
 VISTA CENTER OF PALM BEACH PLAT 3  
 PB 68, Pg 128-134-PBCR

11782011

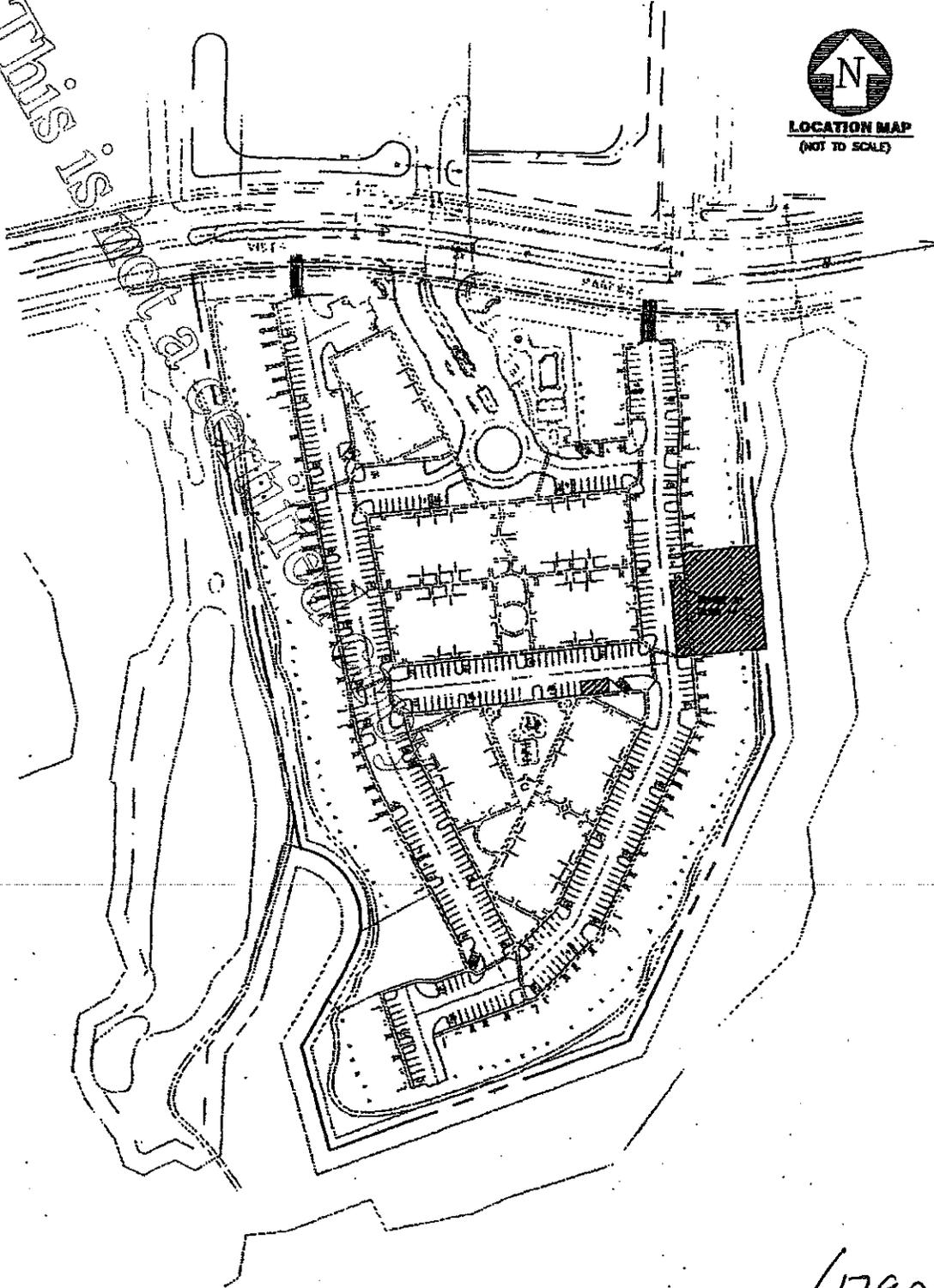
	Calvin, Giordano & Associates, Inc.	
	Engineers Surveyors Planners	
	1800 Eller Drive, Suite 600	
	Fort Lauderdale, Florida 33316	
Phone: 954.921.7791 Fax: 954.921.8807		
Certificate of Authorization No. TR 6791		

**The Links at Emerald Dunes**  
**Condominium**  
**EXHIBIT 6**

SCALE	PROJECT No	SHEET
1"=30.0'	04-4569	57
DATE	CAD FILE	BY
		72

**SKETCH OF DESCRIPTION  
 PHASE 20, BUILDING 14, THE LINKS AT EMERALD DUNES  
 CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is not to scale*



*(1798211)*

**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Edge Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7761 Fax 954.921.8807  
 Certificate of Authorization No. LB 6791

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE	PROJECT No	SHEET
N.T.S.	04-4569	<b>58</b>
DATE	CAD FILE	73
	SEE LIST	

**SURVEY**  
**PHASE 20, BUILDING 14, THE LINKS AT EMERALD DUNES**  
**CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**

*This is not a centerline*

P.O.C.  
 NW CORNER  
 OF PARCEL 5

S44°27'26"E  
 764.70'

P.O.B.  
 (2)

N83°57'03"E

N06°02'57"W

36.84'

S06°02'57"E  
 19.17'

S83°57'03"W



EAST LINE  
 OF PARCEL 5

S06°02'57"E  
 139.54'

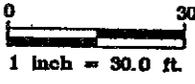
N83°57'03"E  
 102.33'

P.O.B.

N83°57'03"E  
 19.17'

**PHASE 20**  
**BLDG 14**

PARCEL 5  
 MSTA-CENTER OF PALM BEACH PLAT 3  
 PB 68, Pg. 128-134, PBCR



**LEGEND**

- CA CENTRAL ANGLE
- L ARC LENGTH
- C CENTER LINE
- P.B. PLAT BOOK
- PG. PAGE
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R RADIUS
- REF PT. REFERENCE POINT
- SQ. FT. SQUARE FEET
- SECTION
- TOWNSHIP
- PBCR PALM BEACH COUNTY RECORDS

121.50'  
 S83°57'03"W

11/8/07

**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Klier Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.821.7781 Fax 954.821.8807

**The Links at Emerald Dunes**  
**Condominium**  
**EXHIBIT 6**

SCALE 1"=30.0'	PROJECT No 04-4569
DATE	CAD FILE

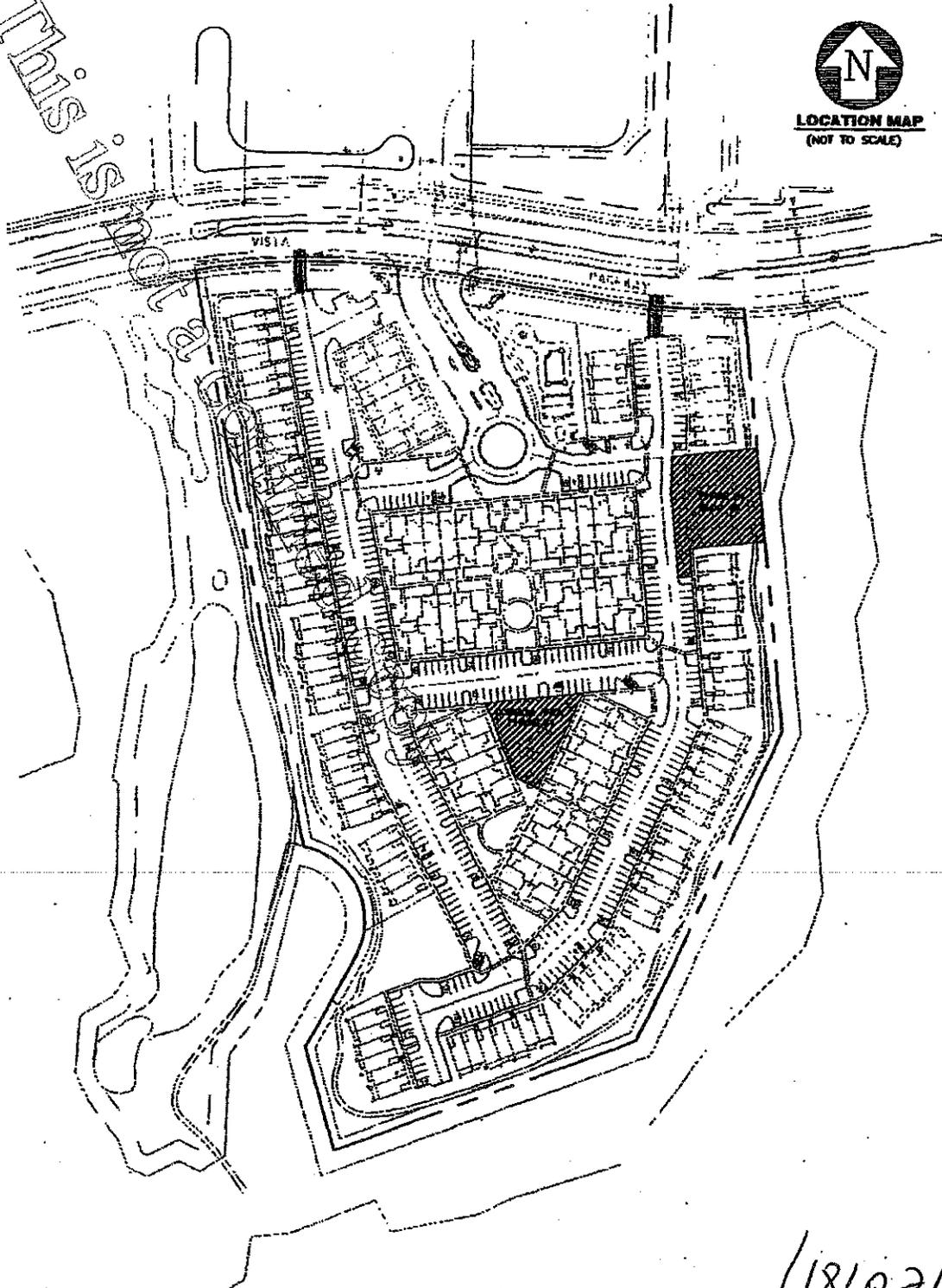
SHEET  
**60**

**SKETCH OF DESCRIPTION  
 PHASE 21, BUILDING 15 AND COMMON AREA,  
 THE LINKS AT EMERALD DUNES CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA.**

*This is not a*



**LOCATION MAP  
 (NOT TO SCALE)**



*(1818211)*

	Calvin, Giordano & Associates, Inc.
	Engineers Surveyors Planners
	1800 Eller Drive, Suite 800 Fort Lauderdale, Florida 33316
	Phone: 954.581.7701 Fax 954.581.8007

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE	PROJECT No.	SHEET
N.T.S.	04-4569	<b>61</b>
DATE	CAD FILE	

**SURVEY**  
**PHASE 21, BUILDING 15 AND COMMON AREA,**  
**THE LINKS AT EMERALD DUNES CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**

*This is not a certified copy*

POC  
 NW CORNER  
 OF PARCEL 5

S66°59'23"E  
 689.78'

POB (1)

N83°57'03"E  
 115.77'

N00°43'38"E  
 41.48'

N08°02'57"W  
 107.87'

N08°02'57"W  
 107.87'

S83°57'03"W  
 102.33'

S83°57'03"W  
 102.33'

POB (2)

N83°57'03"E  
 130.06'

S06°04'47"E  
 128.10'

**PHASE 21  
 BLDG 15**

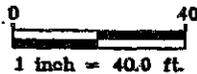
PARCEL 5  
 VISTA CENTER OF PALM BEACH PLAT 3  
 PB 68, Pg 128-134, PBCR

**COMMON AREA  
 PHASE 21**

PARCEL 3  
 VISTA CENTER OF PALM BEACH PLAT 3  
 PB 68, Pg 128-134, PBCR

**LEGEND**

- CA CENTRAL ANGLE
- L ARC LENGTH
- C CENTER LINE
- P.B. PLAT BOOK
- P.G. PAGE
- P.O.C POINT OF COMMENCEMENT
- P.O.B POINT OF BEGINNING
- R RADUS
- REF PT REFERENCE POINT
- SQ. FT. SQUARE FEET
- SECTION
- TWP. TOWNSHIP
- PBCR PALM BEACH COUNTY RECORDS



**CA**  
**Engineers Surveyors Planners**  
 1800 Kilar Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax 954.921.8807

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE 1"=40.0'	PROJECT No 04-4569	SHEET 63
DATE	CAD FILE	

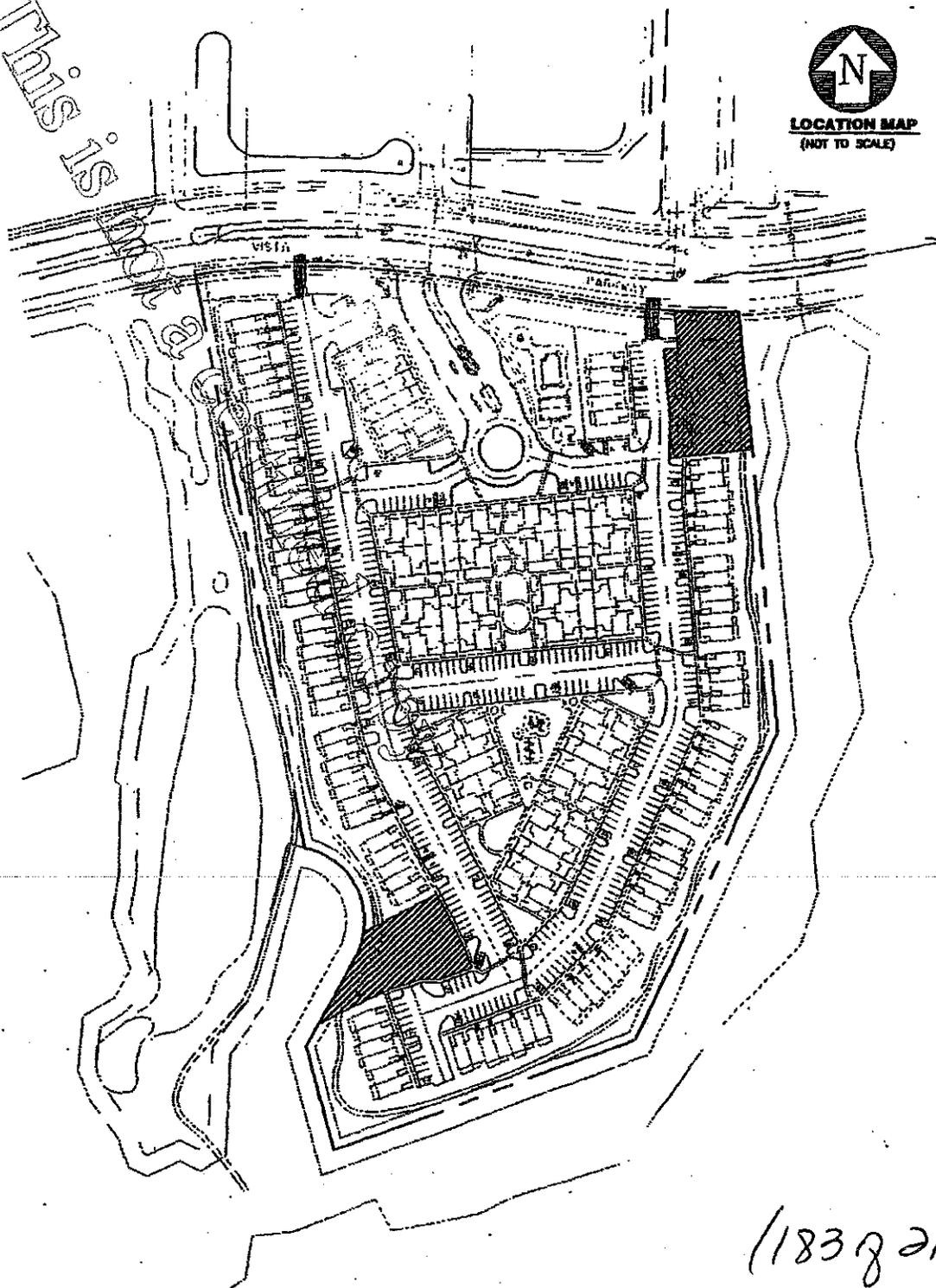
*(11228 211)*

**SKETCH OF DESCRIPTION  
 PHASE 22, BUILDING 16 AND COMMON AREA  
 THE LINKS AT EMERALD DUNES CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is*



**LOCATION MAP  
 (NOT TO SCALE)**



*(11838211)*

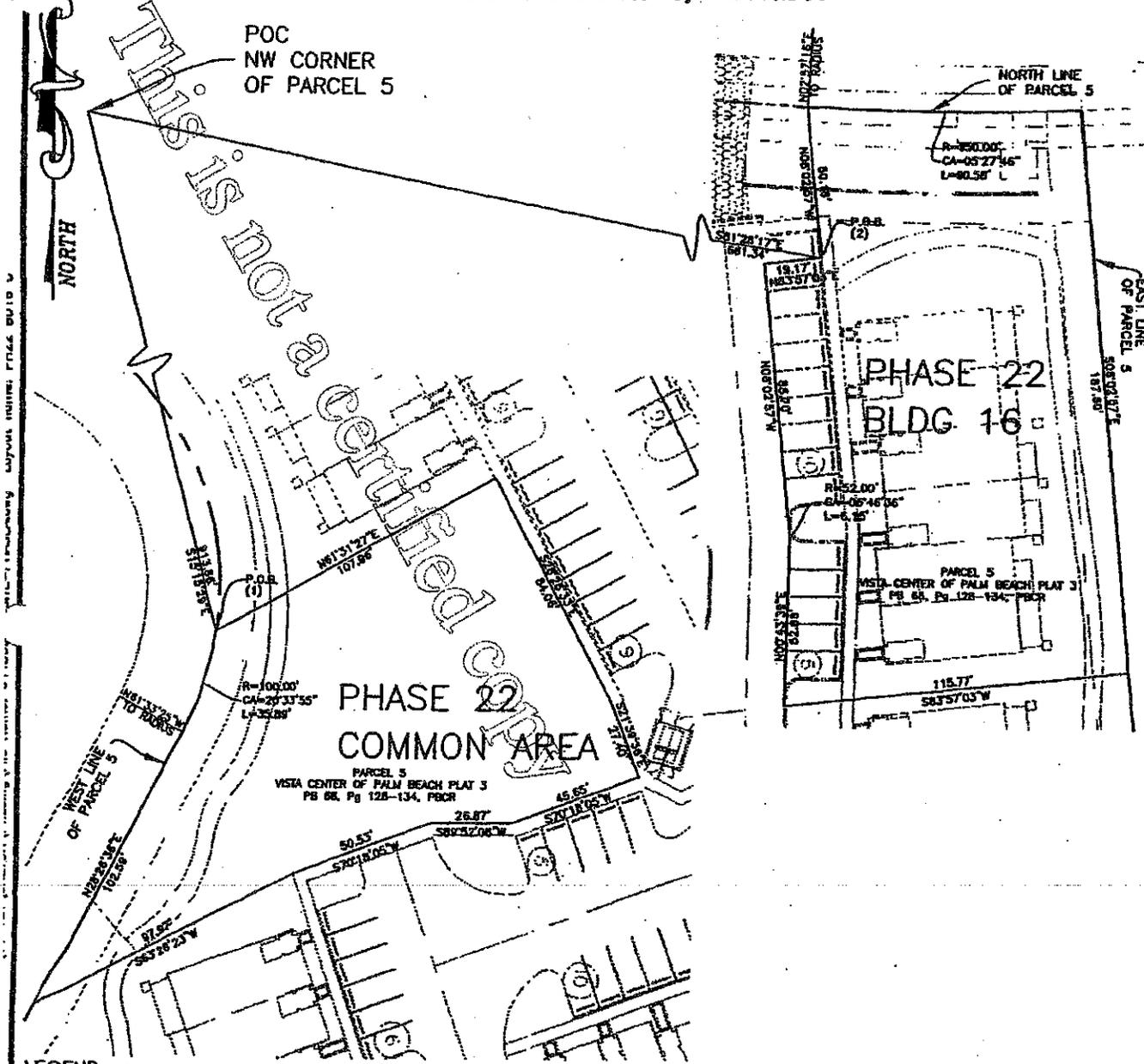


**Calvin, Giordano & Associates, Inc.**  
 Engineers Surveyors Planners  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7781 Fax 954.921.8007

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

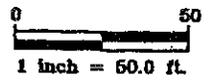
SCALE	PROJECT No	SHEET
N.T.S.	04-4569	64
DATE	CAD FILE	

**SURVEY**  
**PHASE 22, BUILDING 16 AND COMMON AREA,**  
**THE LINKS AT EMERALD DUNES CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**



**LEGEND**

- CA CENTRAL ANGLE
- L ARC LENGTH
- ⊙ CENTER LINE
- P.B. PLAT BOOK
- PG. PAGE
- P.O.C POINT OF COMMENCEMENT
- P.O.B POINT OF BEGINNING
- R RADIUS
- REF PT REFERENCE POINT
- SF SQUARE FEET
- S SECTION
- Tn TOWNSHIP
- PBCR PALM BEACH COUNTY RECORDS



*(184 of 211)*

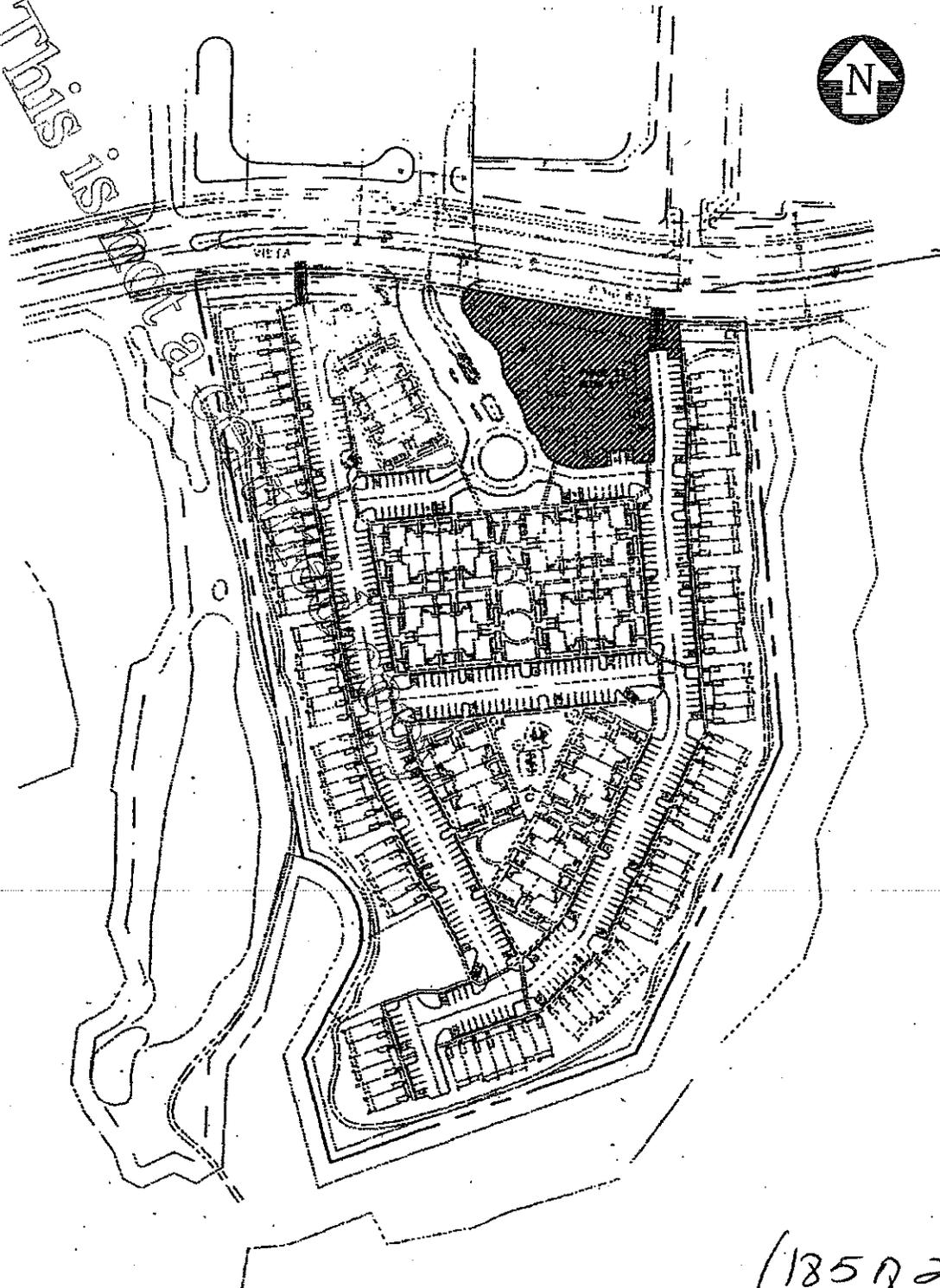
**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33316  
 Phone: 954.921.7701 Fax 954.921.8807

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE 1"=50.0'	PROJECT No 04-4569	SHEET 66
DATE	CAD FILE	

**SKETCH OF DESCRIPTION  
 PHASE 23, BUILDING 17, THE LINKS AT EMERALD DUNES  
 CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is*



*(1857211)*

A 1/17 03/17/03 10:00 AM

	<b>Calvin, Giordano &amp; Associates, Inc.</b>
	Engineers Surveyors Planners
	1800 Elmer Drive, Suite 600 Fort Lauderdale, Florida 33316
	Phone: 954.921.7781 Fax: 954.921.8807

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT 6**

SCALE N.T.S.	PROJECT No 04-4569	SHEET <b>67</b>
DATE	CAD FILE	

**SURVEY**  
**PHASE 23, BUILDING 17, THE LINKS AT EMERALD DUNES**  
**CONDOMINIUM**  
**PALM BEACH COUNTY, FLORIDA**

*This is Inc. a*

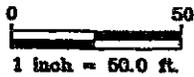


POC  
 NW CORNER  
 OF PARCEL 5

VISTA PARKWAY  
 NORTH LINE  
 OF PARCEL 5

PHASE 23  
 BLDG 17

PARCEL 5  
 VISA CENTER OF PALM BEACH PLAT 3  
 OF PL. BY 128-134, PBCR



**LEGEND**

- CA CENTRAL ANGLE
- L ARC LENGTH
- C CENTER LINE
- P.B. PLAT BOOK
- P.G. PAGE
- P.O.C POINT OF COMMENCEMENT
- P.O.B POINT OF BEGINNING
- R RADIUS
- REF PT REFERENCE POINT
- SQ FT SQUARE FEET
- SECTION
- TWP TOWNSHIP
- PBCR PALM BEACH COUNTY RECORDS

*(186 of 211)*

**GA** Calvin, Giordano & Associates, Inc.  
 Engineers Surveyors Planners  
 1800 Eller Drive, Suite 600  
 Fort Lauderdale, Florida 33318  
 Phone: 954.921.7701 Fax: 954.921.8507

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT A**

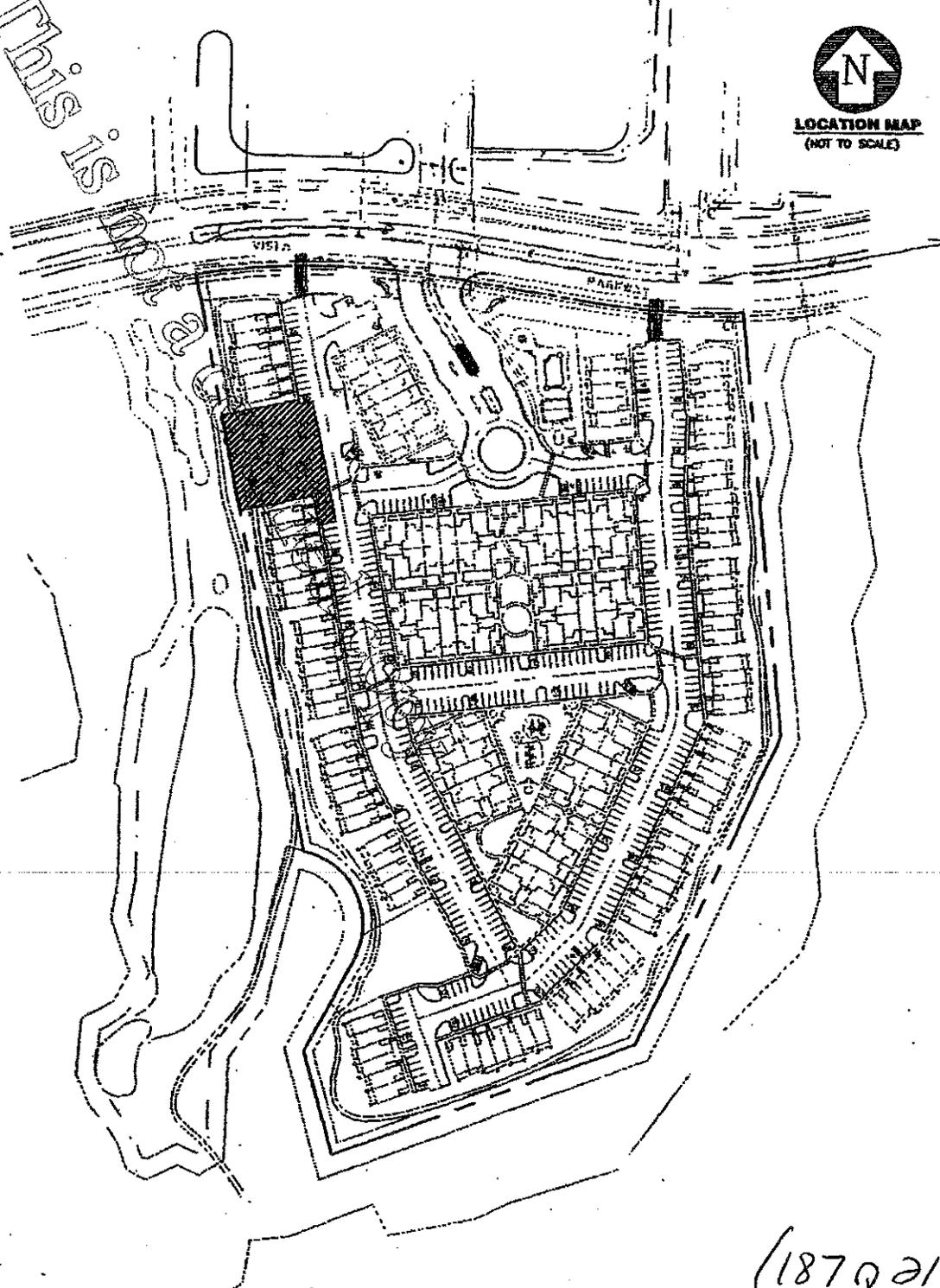
SCALE 1"=50.0'	PROJECT No 04-4569	SHEET 70
DATE	CAD FILE	

**SKETCH OF DESCRIPTION  
 PHASE 24, BUILDING 3 AND GUARDHOUSE,  
 THE LINKS AT EMERALD DUNES CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is*



**LOCATION MAP  
 (NOT TO SCALE)**



*(1878211)*

V:\E-FILES\DWG Layout\NAME1 PH24 803 A

	<b>Calvin, Giordano &amp; Associates, Inc.</b>
	<b>Engineers Surveyors Planners</b>
	1800 Eller Drive, Suite 600 Fort Lauderdale, Florida 33316
	Phone: 954.821.7781 Fax: 954.821.8807

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT A**

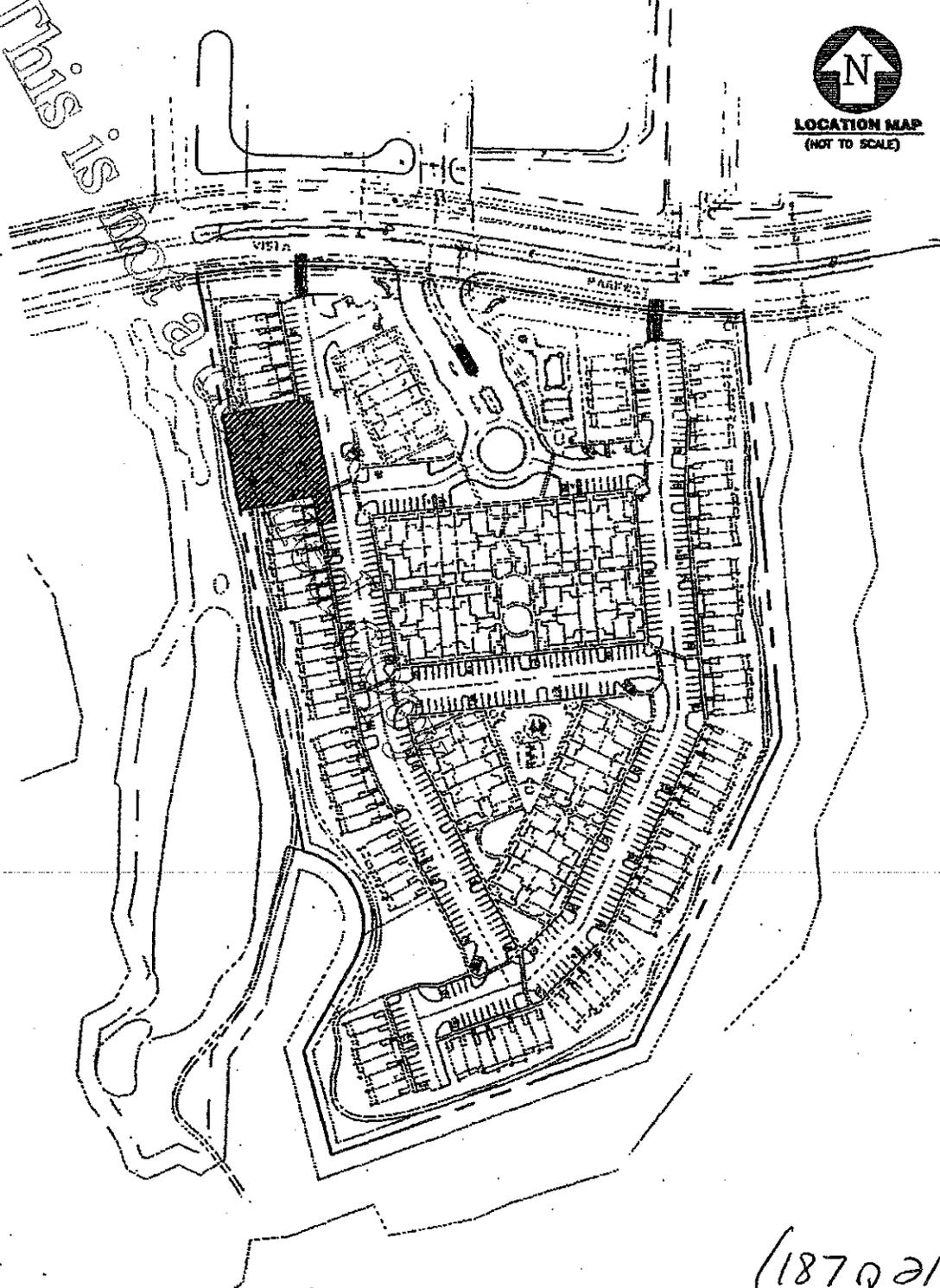
SCALE	PROJECT No.	SHEET
N.T.S.	04-4569	<b>71</b>
DATE	CAD FILE	

**SKETCH OF DESCRIPTION  
 PHASE 24, BUILDING 3 AND GUARDHOUSE,  
 THE LINKS AT EMERALD DUNES CONDOMINIUM  
 PALM BEACH COUNTY, FLORIDA**

*This is*



**LOCATION MAP  
 (NOT TO SCALE)**



*(1878211)*

LAYOUT NAME: PH24 BD3 A

	<b>Calvin, Giordano &amp; Associates, Inc.</b>
	Engineers Surveyors Planners
	1800 Eller Drive, Suite 600 Fort Lauderdale, Florida 33316
	Phone: 954.821.7761 Fax: 954.821.8907

**The Links at Emerald Dunes  
 Condominium  
 EXHIBIT A**

SCALE	PROJECT No.	SHEET
N.T.S.	04-4569	<b>71</b>
DATE	CAD FILE	

Exhibit 8

COPY OF SFWMD PERMIT

This is not a certified copy

(1897211)



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
**SURFACE WATER MANAGEMENT**  
**GENERAL PERMIT NO. 50-01329-S-16**  
**DATE ISSUED: December 29, 2004**

**RECEIVED**

**DEC 30 2004**

**SCHORAH & ASSOC.**

Form 40042  
08/95

**PERMITTEE: CARLEX RESIDENTIAL II LLC**  
**1560 S DIXIE HWY STE 211**  
**CORAL GABLES, FL 33146**

**PROJECT DESCRIPTION:** Construction and operation of a surface water management system serving a 15.31-acre residential development known as The Links at Emerald Dunes.

**PROJECT LOCATION:** PALM BEACH COUNTY, SEC 22 TWP 43S RGE 42E

**PERMIT DURATION:** See Special Condition No.1. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Permit Application No. 041123-15, dated November 23, 2004. This action is taken pursuant to Rule 40E-1.606 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

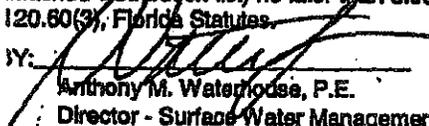
Based on the information provided, District rules have been adhered to and a Surface Water Management General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 Standard Limiting Conditions (See Pages : 2-3 of 4 ),
3. the attached 13 Special Conditions (See Pages : 4-4 of 4 ) and
4. the attached 2 Exhibit(s).

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

**CERTIFICATE OF SERVICE**

HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 29th day of December, 2004, in accordance with Section 120.60(3), Florida Statutes.

BY:   
**Anthony M. Waterhouse, P.E.**  
**Director - Surface Water Management**  
**Palm Beach Service Center**

certified mail number 7002 3150 0000 8126 5109

(1108211)

## STANDARD LIMITING CONDITIONS

1. The permittee shall implement the work authorized in a manner so as to minimize any adverse impact of the works on fish, wildlife, natural environmental values, and water quality. The permittee shall institute necessary measures during the construction period, including full compaction of any fill material placed around newly installed structures, to reduce erosion, turbidity, nutrient loading and sedimentation in the receiving waters.  
Water quality data for the water discharged from the permittee's property or into surface waters of the State will be submitted to the District as required by Section 5.9, "Basis of Review for Surface Water Management Permit Applications within South Florida Water Management District". Parameters to be monitored may include those listed in Chapter 62-302, F.A.C.. If water quality data is required, the permittee shall provide data on volumes of water discharged, including total volume discharged during the days of sampling and total monthly discharges from the property or into surface waters of the State.
3. This permit shall not relieve the permittee of any obligation to obtain necessary federal, State, local or special district approvals.
4. The operation phase of this permit will not become effective until the District's acceptance of certification of the completed surface water management system. The permittee shall request transfer of the permit to the responsible operation entity accepted by the District, if different from the permittee. The transfer request can be submitted concurrently with the construction completion certification.
5. All road elevations shall be set in accordance with the criteria set forth in Section 6.5, "Basis of Review for Surface Water Management Permit Applications within South Florida Water Management District".
6. All building floor elevations shall be set in accordance with the criteria set forth in Section 6.4, "Basis of Review for Surface Water Management Permit Applications within South Florida Water Management District".
7. Off-site discharges during construction and development will be made only through the facilities authorized by this permit.
8. A permit transfer to the operation phase shall not occur until a responsible entity meeting the requirement in Section 9.0, "Basis of Review for Surface Water Management Permit Applications within South Florida Water Management District" has been established to operate and maintain the system. The entity must be provided with sufficient ownership or legal interest so that it has control over all water management facilities authorized herein.
9. The permit does not convey to the permittee any property rights or privileges other than those specified in the permit and Chapter 40E-4, F.A.C..
10. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, operation, maintenance or use of any facility authorized by the permit.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
12. Within 30 days of issuance of this permit, the permittee or authorized agent shall notify the District (via the supplied construction commencement notice or equivalent) of the actual or anticipated construction start date and the expected completion date.
13. When the duration of construction exceeds one year, the permittee or authorized agent shall submit

(191 of 211)

**STANDARD LIMITING CONDITIONS**

construction status reports on an annual basis (via the supplied annual status report or equivalent) beginning one year after the initial commencement of construction.

14. Within 30 days after completion of construction of the surface water management system, the permittee or authorized agent shall file a written statement of completion and certification by a Florida registered professional engineer. These statements must specify the actual date of construction completion and must certify that all facilities have been constructed in substantial conformance with the plans and specifications approved by the District (via the supplied construction completion/certification or equivalent). The construction completion certification must include, at a minimum, existing elevations, locations and dimensions of the components of the water management facilities. Additionally, if deviations from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted.
15. Within 30 days of any sale, conveyance or other transfer of any of the land which is proposed for development under the authorization of this permit, the permittee shall notify the District of such transfer in writing via either Form 0483, Request for Permit Transfer; or Form 0920, Request for Transfer of Surface Water Management Construction Phase to Operation Phase (to be completed and submitted by the operating entity), in accordance with Sections 40E-1.6105 AND 40E-4.351, F.A.C..
16. A prorated share of surface water management retention/detention areas, sufficient to provide the required flood protection and water quality treatment, must be provided prior to occupancy of any building or residence.
17. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
18. It is the responsibility of the permittee to insure that adverse off-site water resource related impacts do not occur during construction.
18. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(4), F.A.C..

(1928211)

**SPECIAL CONDITIONS**

1. The construction phase of this permit shall expire on December 29, 2009.
2. Operation of the primary master surface water management system shall be the responsibility of NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT. Operation of the secondary system specific to this application shall be the responsibility of the Links at Emerald Dunes Condominium Association.
3. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
4. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
5. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
6. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
7. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
8. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
9. Minimum building floor elevation: 20.5 FEET NGVD.
10. Minimum road crown elevation: 18.0 FEET NGVD.
11. Minimum parking lot elevation: 18.0 FEET NGVD.
12. All special conditions and exhibits previously stipulated by permit number 50-01329-S remain in effect unless otherwise revised and shall apply to this modification.
13. Prior to the commencement of construction and pursuant to Subsection 40E-4.101(2), F.A.C., the permittee shall submit proof of ownership of the project area to the District's Environmental Resource Compliance staff.

(1938211)

40E-4.321 Duration of Permits

(1) Unless revoked or otherwise modified pursuant to Rules 40E-4.331 and 40E-4.441, F.A.C., the duration of a surface water management permit issued under this chapter is as follows:

(a) Two years from the date of issuance for Conceptual Approval, unless within that period an application for a construction and operation permit is filed for any portion of the project. If an application for a construction and operation permit is filed, then the Conceptual Approval remains valid until final action is taken on the application. If the application is granted, then the Conceptual Approval is valid for an additional two years from the date of issuance of the construction and operation permit. Conceptual Approvals which have no applications for construction and operation filed for a period of two years will expire automatically.

(b) Five years from the date of issuance for a construction permit.

(c) Perpetual for an operation permit.

(2) The Governing Board shall issue permit extensions provided that a permittee files a written request with the District showing good cause. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(3) For a Conceptual Approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive amendment, the duration of the Conceptual Approval shall be two years from whichever one of the following occurs at the latest date:

(a) the effective date of the local government's comprehensive plan amendment,

(b) the effective date of the local government development order, or

(c) the date on which the District issues the Conceptual Approval, or

(d) the latest date of the resolution of any Chapter 120 or other legal appeals.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Modifications to construction permits issued pursuant to a formal permit application extend the duration of the permit for three years from the date of issuance of the modification. Construction permit modifications do not extend the duration of a Conceptual Approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.416(1) F.S. History—New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4/20/94.

(1948211)

Included with this letter/permit is a brochure from the Florida Department of Environmental Protection (DEP) on Florida's National Pollutant Discharge Elimination System (NPDES) program for construction activities. As the brochure indicates, the U.S. Environmental Protection Agency authorized the DEP in October 2000 to implement the NPDES stormwater permitting program in Florida. The District is assisting DEP by distributing this information to entities which may be subject to regulation under the NPDES program. No response to the District is required.

A "Generic Permit for Stormwater Discharge from Construction Activities that Disturb Five or More Acres of Land" is required for a construction activity which contributes stormwater discharges to surface waters of the State or into a municipal separate storm sewer system and disturbs five or more acres of land. A permit is required for less than five acres if the activity is part of a larger common plan of development or sale that will meet or exceed the five acre threshold.

The permit required under DEP's NPDES stormwater permitting program is separate from the Environmental Resource Permit required by the District. Receiving a permit from the District does not exempt you from meeting the NPDES program requirements.

If you have any questions on the NPDES program, there are DEP phone numbers, mailing addresses and internet web page addresses in the brochure. The DEP web site, at [www.dep.state.fl.us/water/stormwater/npdes/](http://www.dep.state.fl.us/water/stormwater/npdes/), provides information associated with the NPDES program including all regulations and forms cited in the brochure.

(195 8 211)

## NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (1999), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

### Petition for Administrative Proceedings

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-108.111 and 40E-1.511, Fla. Admin. Code, also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109, as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

**a. Formal Administrative Hearing:** If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-108.201(2), Fla. Admin. Code, a copy of which is attached to this Notice of Rights.

**b. Informal Administrative Hearing:** If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-108.301(2), Fla. Admin. Code, a copy of which is attached to this Notice of Rights.

**c. Administrative Complaint and Order:** If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.

**d. State Lands Environmental Resource Permit:** Pursuant to Section 373.427, Fla. Stat. and Rule 40E-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERPs), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.

**e. Emergency Authorization and Order:** A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for causing or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

**f. Order for Emergency Action:** A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.611, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section g. below.

**g. Permit Suspension, Revocation, Annulment and Withdrawal:** If the SFWMD issues an administrative complaint to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of which is attached to this Notice of Rights.

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by

Revised August, 2000

(196 of 211)

any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-108.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

#### CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15<sup>th</sup> Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

#### DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.88, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

#### LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (FLAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with FLAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with FLAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

#### PRIVATE PROPERTY RIGHTS PROTECTION ACT

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

#### LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(e), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

#### MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-108.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or

Revised August, 2000

(1978211)

publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

(1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;

(2) a statement of the preliminary agency action;

(3) an explanation of how the person's substantial interests will be affected by the agency determination; and

(4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the mutual agreement of all the parties to mediate will toll the limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing at the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

#### VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

- (a) the caption shall read: Petition for (Variance from) or (Waiver of) Rule (Citation)
- (b) The name, address, telephone number, and any facsimile number of the petitioner;

(c) The name, address, telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);

(d) the applicable rule or portion of the rule;

(e) the citation to the statute the rule is implementing;

(f) the type of action requested;

(g) the specific facts that demonstrate a substantial hardship or violation of principals of fairness that would justify a waiver or variance for the petitioner;

(h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and

(i) a statement of whether the variance or waiver is permanent or temporary, if the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

(a) the specific facts that make the situation an emergency; and

(b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

#### WAIVER OF RIGHTS

14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

#### 28-106.201

#### INITIATION OF PROCEEDINGS

(INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and

(f) A demand for relief.

Revised August, 2000

(198'g 211)

**28-106.301 INITIATION OF PROCEEDINGS**  
(NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
- (a) The name and address of each agency affected and each agency's file or identification number, if known;
  - (b) The name, address, and telephone number of the petitioner, the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
  - (c) A statement of when and how the petitioner received notice of the agency decision;
  - (d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
  - (e) A demand for relief.

**28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL**

- (3) Requests for hearing filed in accordance with this rule shall include:
- (a) The name and address of the party making the request, for purposes of service;
  - (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
  - (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

**42-2.013 REQUEST FOR REVIEW PURSUANT TO SECTION 373.114 OR 373.217**

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

(2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:

- (a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;

- (b) How the rule or order sought to be reviewed affects the interests of the party seeking review;

- (c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;

- (d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all the factual bases in the record which the petitioner claims support such determination(s); and

- (e) The action requested to be taken by the Commission as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

**28-107.005 EMERGENCY ACTION**

(1) If the agency finds that immediate serious danger to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, limit, or restrict a license.

(2) The 14-day notice requirement of Section 120.589(2)(b), F. S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.589, 120.57, and 120.60, F.S.

**40E-1.611 EMERGENCY ACTION**

(1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.

(2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without the issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.

Revised August, 2000

(199.8.211)

Last Date For Agency Action: 22-JAN-2005

**GENERAL SURFACE WATER MANAGEMENT STAFF REPORT**

**Project Name:** Vista Center - Parcel 5

**Permit No.:** 50-01329-S-16

**Application No.:** 041123-15

**Application Type:** Surface Water Management (General Permit Modification)

**Location:** Palm Beach County, S22/T43S/R42E

**Permittee:** Canax Residential II, Llc

**Operating Entity:** Condominium Assoc. (Secondary), Northern P.B.I.D. (

**Project Area:** 15.31 acres

**Project Land Use:** Residential

**Drainage Basin:** C-51

**Receiving Body:** Vista Center Master System

**Special Drainage District:** Northern Palm Beach County Improvement District

**Mitigation Previously Permitted:** Yes

**Conservation Easement To District:** No

**Sovereign Submerged Lands:** No

**PROJECT PURPOSE:**

This is an application for modification of Permit No. 50-01329-S for the construction and operation of a surface water management system serving a 15.31-acre residential project known as The Links at Emerald Dunes. Staff recommends approval with conditions.

(1128002)