

DECLARATION OF CONDOMINIUM OF  
CAPTAIN'S WAY AT ADMIRAL'S COVE, A CONDOMINIUM

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DECLARATION OF CONDOMINIUM OF  
CAPTAIN'S WAY AT ADMIRAL'S COVE, A CONDOMINIUM

Admiral's Cove Associates, Ltd., a Florida limited partnership, hereinafter referred to, together with its successors and assigns, as "Developer" hereby makes this Declaration of Condominium of Captain's Way at Admiral's Cove, a Condominium:

I

SUBMISSION OF PHASE I TO CONDOMINIUM ACT;  
NAME OF CONDOMINIUM; PHASE II AND PHASE III OF THE CONDOMINIUM

A. SUBMISSION TO CONDOMINIUM ACT. By this Declaration of Condominium, Developer hereby submits to condominium ownership under and pursuant to the Condominium Act of the State of Florida, Chapter 718, Florida Statutes, as the same may be from time to time amended (the "Condominium Act"), that certain 10.56 + acre tract of land situate in Palm Beach County, Florida, which is designated on Exhibit No. 1 attached hereto and incorporated herein by reference as the "Phase I Land" together with all improvements situate thereon (the Phase I Land, together with all improvements situate thereon, being hereinafter referred to as the "Phase I Property"). The Phase I Property contains seventy-two (72) Units (as said term is hereinafter defined) located within eighteen (18) separate residential buildings, and a community area and swimming pool which shall be located as shown on Exhibit No. 1 attached hereto and consists of: (i) a heated outdoor swimming pool of approximately twenty (20) feet by forty (40) feet in dimension, with a depth varying from three (3) feet to six (6) feet, with a capacity of approximately twenty-five (25) persons, and with a deck approximately two thousand (2,000) square feet in area having a seating capacity of approximately fifty (50) persons, and equipped with twenty (20) pool chairs, three (3) outdoor tables and twelve (12) outdoor chairs; (ii) a men's room having an approximate floor area of one hundred (100) square feet, containing one (1) urinal, one (1) water closet and one (1) lavatory; (iii) a women's room having an approximate floor area of one hundred (100) square feet, containing two (2) water closets and one (1) lavatory; and (iv) a toilet room for maintenance workers having an approximate floor area of thirty (30) square feet containing a water closet and a lavatory.

B. NAME OF CONDOMINIUM. The name by which the condominium created by this Declaration of Condominium (hereinafter the "Condominium") is to be identified is "Captain's Way at Admiral's Cove, a Condominium".

C. PHASE II OF THE CONDOMINIUM. By this Declaration of Condominium, Developer also desires to provide, and hereby provides, for the addition of additional phases of development to Captain's Way at Admiral's Cove, a Condominium, as follows:

(i) Developer may, but shall not be required to add to Captain's Way at Admiral's Cove, a Condominium, that certain 11.21 + acre tract of land, situate in Palm Beach County, Florida, which is designated on Exhibit No. 1 attached hereto and incorporated herein by reference as the "Phase II Land"

together with all improvements situate thereon (the Phase II Land, together with all improvements situate thereon being hereinafter referred to as the "Phase II Property"), by executing and recording in the Official Records of Palm Beach County, Florida, on or before December 31, 1988, an Amendment to this Declaration of Condominium, declaring the intent of Developer to submit the Phase II Property to condominium ownership under and pursuant to the Condominium Act as a part of Captain's Way at Admiral's Cove, a Condominium, provided only that at the time of the addition of the Phase II Property as aforesaid, the Phase II Property shall contain not less than forty-four (44) and not more than fifty-four (54) Units located within sixteen (16) separate residential buildings and be of a size and location generally in accordance with that shown on Exhibit No. 1 attached hereto and incorporated herein by reference. Upon the recordation of such an Amendment, the undivided share in the Common Elements of the Units forming a part of the Phase I Property shall be adjusted, and the undivided share in the Common Elements of the Units forming a part of the Phase II Property shall be established in accordance with Exhibit No. 3 attached hereto and incorporated herein by reference, and each Unit Owner (as said term is hereinafter defined), whether the Unit forms a part of the Phase I Property or Phase II Property, shall be entitled to one (1) vote with respect to all matters on which a vote by Unit Owners is to be taken under the Condominium Documents (as said term is hereinafter defined) or under the Condominium Act.

(ii) Developer may, but shall not be required to add to Captain's Way at Admiral's Cove, a Condominium, that certain 3.39+ acre tract of land situate in Palm Beach County, Florida, which is designated on Exhibit No. 1 attached hereto and incorporated herein by reference as the "Phase III Land" together with all improvements situate thereon (the Phase III Land, together with all improvements situate thereon being hereinafter referred to as the "Phase III Property"), by executing and recording in the Official Records of Palm Beach County, Florida, on or before December 31, 1989, an Amendment to this Declaration of Condominium, declaring the intent of Developer to submit the Phase III Property to condominium ownership under and pursuant to the Condominium Act as a part of Captain's Way at Admiral's Cove, a Condominium, provided only that: (1) at the time of the addition of the Phase III Property as aforesaid, the Phase III Property shall contain not less than eight (8) and not more than ten (10) Units located within not less than four (4) but not more than five (5) separate residential buildings and be of a size and location generally in accordance with that shown on Exhibit No. 1 attached hereto and incorporated herein by reference; and (2) the Phase II Property has theretofore been submitted to the condominium form of ownership as part of Captain's Way at Admiral's Cove, a Condominium. Upon the recordation of such an Amendment, the undivided share in the Common Elements of the Units forming a part of the Phase I Property and the Phase II Property shall be adjusted, and the undivided share in the Common Elements of the Units forming a part of the Phase III Property shall be established in accordance with Exhibit No. 3 attached hereto and incorporated herein by reference, and each Unit Owner (as said term is hereinafter defined), whether the Unit forms a part of the Phase I Property, Phase II Property or Phase III

Property, shall be entitled to one (1) vote with respect to all matters on which a vote by Unit Owners is to be taken under the Condominium Documents (as said term is hereinafter defined) or under the Condominium Act.

Developer shall have the sole and unrestricted right to determine whether the Phase II Property and/or the Phase III Property shall be added to Captain's Way at Admiral's Cove, a Condominium, in the aforesaid manner, and if the Phase II Property and/or the Phase III Property is not added to the Condominium, Developer shall not be obligated to provide or make available to the Condominium in any manner all or any portion of such of the Phase II Property and/or the Phase III Property as is not added to the Condominium.

## II

### DEFINITIONS

When used in this Declaration of Condominium, the following terms (unless the context clearly requires otherwise) shall have the following respective meanings:

A. "Articles of Incorporation" means the Articles of Incorporation of Captain's Way at Admiral's Cove Condominium Association, Inc., a copy of which is attached as Exhibit No. 4 to this Declaration of Condominium and incorporated herein by reference, as the same may be from time to time amended.

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

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

D. "Building" means any residential building constructed on the Phase I Land, Phase II Land and/or Phase III Land which contains Units.

E. "Bylaws" means the Bylaws of the Condominium Association, a copy of which are attached as Exhibit No. 5 to this Declaration of Condominium and incorporated herein by reference, as the same may be from time to time amended.

F. "Common Elements" means those portions of the Condominium Property not included in the Units. The Common Elements are described in Article IV of this Declaration of Condominium and delineated in the Survey Exhibits.

G. "Common Expenses" means the expenses for which the Unit Owners are liable to the Condominium Association, as the same are more particularly described in Article VI of this Declaration of Condominium.

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

I. "Commonly Insured Real Property" means the entirety of the Common Elements and all real property improvements and fixtures located within, installed in, or forming a part of a Unit, including the fixtures, installations or additions comprising those parts of the Building within the unfinished interior surfaces of perimeter walls, floors and ceilings of the individual Units initially installed, or replacements thereof of like quality, as delineated on the Survey Exhibits (as hereinafter defined).

J. "Condominium Act" means and refers to the Condominium Act of the State of Florida (Florida Statutes, Chapter 718), 1986 Supplement.

K. "Condominium Association" means CAPTAIN'S WAY AT ADMIRAL'S COVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which is the entity responsible for the operation of the Condominium.

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

M. "Condominium Management Agreement" means that certain Condominium Management Agreement, a copy of which is attached to this Declaration of Condominium as Exhibit No. 7 and incorporated herein by reference, which provides for the management of the Condominium Property.

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

O. "Condominium Property" means the Land and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

P. "Declaration of Condominium" means this instrument, as it may be from time to time amended.

Q. "Declaration of Covenants" means that certain "Master Declaration of Covenants, Restrictions and Easements for Admiral's Cove" recorded on October 27, 1986, in the Public Records of Palm Beach County, Florida, in Official Record Book 5052, Pages 1040 et seq.

R. "Developer" means ADMIRAL'S COVE ASSOCIATES, LTD., a Florida limited partnership, and its successors and assigns.

S. "Insurance Trust Agreement" means a written agreement between the Condominium Association and a bank having trust powers or a trust company authorized to do business in the State of Florida and with an office in Broward, Dade, or Palm Beach County, as trustee, which shall provide that in the event that the net proceeds payable pursuant to any casualty insurance policy obtained by the Board of Directors pursuant to Article XII hereof as a result of a single occurrence exceed Ten Thousand Dollars (\$10,000), said proceeds shall be paid to said trustee, and held and/or disbursed by said trustee pursuant to the provisions of Article XIII hereof.

T. "Insurance Trustee" means the trustee named in a currently effective Insurance Trust Agreement.

U. "Land" means the Phase I Land (as said term is defined in Article I hereof), together with such of the Phase II Land and/or the Phase III Land as has been actually submitted to condominium ownership pursuant to the Condominium Act as part of Captain's Way at Admiral's Cove, a Condominium.

V. "~~Limited Common Elements~~" means those Common Elements which ~~are reserved for the use of a certain Unit or Units to the exclusion of all other Units.~~ The Limited Common Elements are described in ~~Article IV~~ of this Declaration of Condominium and delineated in the Survey Exhibits, and shall also include any piping, ducts, wiring, cables, conduits, utility lines, walkways, air conditioning compressors or elevators located outside the boundaries of the Unit which serve only one (1) particular Unit.

W. "Manager" means any individual or entity that the Condominium Association has engaged to carry out or to assist the Condominium Association in carrying out its duties and responsibilities. By virtue of the Condominium Management Agreement, Admiral's Cove Management Co., Inc. shall initially be the sole and exclusive Manager.

X. "Occupant" means the person or persons, other than the Unit Owner, in possession of a Unit.

Y. "Property Owners Association" means ADMIRAL'S COVE MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, which corporation is charged with certain responsibilities by the Declaration of Covenants.

Z. "Survey Exhibits" means the Surveyor's Certificate, the legal descriptions of and survey of the Phase I Land, the Phase II Land and the Phase III Land, and graphic descriptions of improvements and plot plans thereof, all of which are attached as Exhibit No. 1 to this Declaration of Condominium and are incorporated herein by reference. Dimensions and locations of improvements are given on an "as built" basis only for improvements on the Phase I Land. Dimensions and locations of improvements on the Phase II Land and the Phase III Land are given as presently projected by Developer and are subject to changes.

AA. "Unit" means a part of the Condominium Property which is subject to exclusive ownership. The Units are described in Article III of this Declaration and delineated in the Survey Exhibits.

BB. "Unit Owner" or "Owner of the Unit" means the owner or owners of a Condominium Parcel.

### III

#### UNITS

A. IDENTIFICATION OF UNITS. Each Unit is identified on the Survey Exhibits by a specific combination of an Arabic number, a Roman numeral and a letter (the "Unit Designation").

The Arabic number designates the particular Building within which the Unit is contained and the location of the Unit within such Building, and the Roman Numeral designates the Unit types:

Harbor Home I is a unit with three (3) bedrooms and two (2) baths located on the ground floor and at the end of a two (2) story building, containing approximately 2,033 ± square feet of space;

Harbor Home IA is a unit with three (3) bedrooms and two (2) baths located on the second floor, and at the end of a two (2) story building, containing approximately 2,160 ± square feet of space;

Type II is a villa unit with two (2) bedrooms and two (2) baths located at the end of a building with no Unit above it, containing approximately 1,835 ± square feet of space;

Type IIA is a villa unit with two (2) bedrooms and two (2) baths located between other Units with no Unit above it, containing approximately 1,816 ± square feet of space; and

Type III is a villa unit with two (2) bedrooms plus a convertible den and two (2) baths plus a powder room located at the end of a building with no Unit above it, containing approximately 2,353 ± square feet of space.

Accordingly, the Unit Designation Harbor Home I "601" designates Unit 01 in Building 600, which contains three (3) bedrooms and two (2) baths and is located on the ground floor and at the end of a two (2) story building. No Unit bears the same Unit Designation as any other Unit.

B. DESCRIPTION OF UNITS. Each Unit is located and bounded as shown on the Survey Exhibits. The intent of the Survey Exhibits is to delineate the following as the precise perimetrical and upper and lower boundaries of Units:

1. Perimetrical Boundaries of Units - The precise perimetrical boundary of all Units is the exterior (i.e. unexposed) surface of all drywall bounding the Unit; the undecorated interior surfaces of any window frames, window sills, doors and door frames bounding the Unit; and the exterior surfaces of any window panes or sliding glass door panes bounding the Unit;

2. Lower Boundaries of Units - The precise lower boundary of all Units is the interior of the topside of the concrete floor slab bounding the Unit; and

3. Upper Boundaries of Units - The precise upper boundary of all Units, except for the Harbor Home IA Units which is located on the second floor of a building, is the topside of the drywall ceiling bounding the Unit. The Upper boundary of all Harbor Home IA Units which are located on the second floor of a building is a horizontal plane which is twelve (12) feet one (1) inch above and parallel to the lower boundary of such Unit. The ceiling elevation set forth on the Survey Exhibits is intended to designate the highest point of such ceiling.

## IV

COMMON ELEMENTS; LIMITED COMMON ELEMENTS; CONVERSION

A. COMMON ELEMENTS. The Common Elements are located and bounded as shown on the Survey Exhibits. Each Unit shall have appurtenant thereto an undivided share in the Common Elements, expressed as a percentage, as set forth in Exhibit No. 3 attached hereto and incorporated herein by reference.

The fee title to each Unit shall include both the Unit and the undivided share in the Common Elements appurtenant to such Unit and such undivided share in the Common Elements shall be deemed to be conveyed or encumbered with its respective Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the Unit. Any attempt to separate the fee title to a Unit from the undivided share in the Common Elements appurtenant to such Unit shall be null and void.

The Board of Directors of the Condominium Association shall have the authority to adopt rules and regulations respecting the use and enjoyment of the Common Elements, and the Board of Directors shall have the exclusive authority to determine what fencing, if any, should be installed in or on the Common Elements, provided that the Board of Directors shall not permit any fencing to be installed in or on the Common Elements in excess of six (6) feet in height.

## B. LIMITED COMMON ELEMENTS.

1. Certain portions of the Land have been designated as Limited Common Elements, and the Owner of the Unit to which the particular Limited Common Element is appurtenant shall have the exclusive right to use and enjoy such Limited Common Element, subject, inter alia, to the provisions hereinafter set forth. The Limited Common Elements are located and bounded as shown on the Survey Exhibits.

Appurtenant to all Units is a Limited Common Element which is a rear screened terrace (said Limited Common Element being hereinafter referred to as a "Rear Screened Terrace"). The Owner of the Unit to which a Rear Screened Terrace is appurtenant shall be responsible for all cleaning and sweeping of such area and for the maintenance, repair and replacement of all screening enclosing such area.

Appurtenant to all Units is a Limited Common Element which is an entry area leading to either the front door or the entrance to the Unit (said Limited Common Element being hereinafter referred to as the "Front Entry"). The Owner of the Unit or Units to which a Front Entry is appurtenant shall be responsible for all cleaning and sweeping of such area and for the maintenance, repair and replacement of all improvements of such area.

Appurtenant to all Type II Units, Type IIA Units and Type III Units is a Limited Common Element which is a side yard area (said Limited Common Element being hereinafter referred to as a "Side Yard Area"). The Owner of a Unit to which a



Side Yard Area is appurtenant shall be responsible for all cleaning and sweeping of said area and for the maintenance, repair and replacement of all improvements of such area.

Appurtenant to all Type II Units, Type IIA Units and Type III Units is a Limited Common Element which is a front court area (said Limited Common Element being hereinafter referred to as a "Front Court Area"). The Owner of a Unit to which a Front Court Area is appurtenant shall be responsible for all cleaning and sweeping of such area and for the maintenance, repair and replacement of all improvements of such area.

From and after the date that this Declaration is recorded, there shall be no Limited Common Element Change (as hereinafter defined) with respect to any Limited Common Element unless the Board of Directors has given its prior written approval to the particular Limited Common Element Change for the particular Limited Common Element in accordance with Article IV B 4 hereof. All applications to the Board of Directors for such approval shall be in writing and the Board of Directors shall have the right to require the Unit Owner to submit plans and specifications, evidence of compliance with applicable building and zoning laws and such other items as the Board of Directors shall reasonably request before considering any application for approval. For purposes of this Declaration of Condominium, the term "Limited Common Element Change" shall mean and refer to: (i) any physical addition, alteration or modification to or upon a Limited Common Element, including, without limitation, the addition or removal of any trees, shrubs, or other vegetation to or from a Limited Common Element; (ii) any painting of a Limited Common Element or portion (including without limitation, fencing) thereof (except repainting to any original or previously approved color); and (iii) the placing or installation of any drapes, shades, curtains, roll-ups, blinds, shutters, aluminum foil or other similar items or materials in or on a Limited Common Element.

3. If any Unit Owner shall make or permit any Limited Common Element Change without the prior written approval of the Board of Directors, the Condominium Association shall have the right, in addition to all other available rights or remedies, to enter upon the Limited Common Element, and, without liability to the Unit Owner for so doing, to remove or otherwise eliminate the nonapproved Limited Common Element Change, and the offending Unit Owner shall reimburse the Condominium Association upon demand for all costs and expenses incurred by the Condominium Association in so doing.

4. The Board of Directors shall not have the right or the authority to permit or to approve any Limited Common Element Change which expands the Interior Space (as hereinafter defined) of any Unit, whether or not such expansion is proposed to be made by constructing an addition to the Unit or by permanently enclosing an area that has theretofore been screened. "Interior Space" shall mean any space enclosed by walls and roof. All permitted interior space is designated on the Survey Exhibits by the line which circumscribes "the boundary of a Condominium unit" of each Unit (as identified in the Legend on Sheet 76 of the Survey Exhibits).

With respect to all other applications for Limited Common Element Changes, the Board of Directors shall have the right to determine, in the Board of Directors' sole and absolute discretion, whether any such application for a Limited Common Element Change should be granted or should be denied and whether any conditions (including, without limitation, assumption of maintenance responsibilities by the particular Unit Owner) should be imposed upon any approval of an application for a Limited Common Element Change, and the decision of the Board of Directors shall be final. The Board of Directors shall not be obligated to permit all Unit Owners to make a particular type of Limited Common Element Change solely because the Board of Directors has permitted other Unit Owners to make the particular type of Limited Common Element Change; rather, the Board of Directors may consider the particular physical circumstances in determining whether a particular Limited Common Element Change is fair and in the best interest of the Condominium. Except as aforesaid, the Board of Directors shall not have the authority to approve or to deny any application for a Limited Common Element Change.

5. The Owner of the Unit to which a particular Limited Common Element is appurtenant shall be responsible, whether such Limited Common Element has been constructed prior to or after the date that this Declaration is recorded: for all cleaning, sweeping, maintenance, repair and replacement of all concrete slabs (and all coverings thereto) within or forming a part of such Limited Common Element; for all maintenance, repair and replacement of any screening, concrete walls, windows or roofing within or forming a part of such Limited Common Element; for grass cutting and landscaping of any portion of any such Limited Common Element which is enclosed by fencing or screening as to which the Board of Directors determines that grass cutting and/or landscaping has been made significantly more difficult by virtue of fencing or screening; for all maintenance, repair and replacement of any fencing within or enclosing any part of such Limited Common Element.

6. The Owner of the Unit to which each particular Limited Common Element is appurtenant shall indemnify, hold harmless and defend the Condominium Association and all other Unit Owners from and against all claims, liabilities, losses and expenses (including reasonable attorneys' fees) for personal injuries or death or damage to property arising out of the use of such Limited Common Element.

7. Notwithstanding the foregoing, Article IV B 2, 3 and 4 shall be subject to the review of the Architectural and Design Review Committee in accordance with the terms of Article XXI hereof.

#### C. CONVERSION OF COMMON ELEMENTS INTO LIMITED COMMON ELEMENTS.

1. Developer hereby reserves the right to convert any or all of the "Convertible Common Elements" which are identified on the Survey Exhibits and are located adjacent to the side or rear of all Type III Units into one or more Limited Common Elements for the purpose of constructing improvements on such Convertible Common Elements, including without limitation,

patios, insect screening, roofing, fencing, and spa or swimming pools. In connection with any such conversion, Developer ((a) to the extent such areas are not designated as Limited Common Elements upon the recordation of this Declaration of Condominium, and (b) if required by the Condominium Act or if desired by Developer) shall record an amendment to this Declaration of Condominium, which amendment shall set forth which portions of the Convertible Common Elements have been converted into one or more Limited Common Elements. Such amendment shall be recorded at the sole discretion and authority of Developer, and shall not require the consent of any Unit Owner, the Condominium Association, any holder of an Approved Mortgage, or any other person or entity.

Unless and until the portions of the Convertible Common Elements described in this Article IV C are converted into Limited Common Elements by the recordation of this Declaration of Condominium or an amendment thereto, in accordance with the provisions of this Article IV C, such areas shall remain as Common Elements. The conversion of a Convertible Common Element into a Limited Common Element shall not increase or decrease the Undivided Share of any Unit Owner; however, the Unit to which a Limited Common Element is appurtenant, and all Owners and Occupants thereof, shall be subject to all of the terms, conditions, covenants and restrictions set forth in this Declaration of Condominium with regard to Limited Common Elements.

2. It is also contemplated that certain other portions of certain of such Convertible Common Elements may be improved after the recording of this Declaration with patios, insect screening, fencing, spa or swimming pools and other improvements, and all of such improvements shall become and constitute Limited Common Elements, to be used and enjoyed exclusively by the Owner of the Unit to which such particular Limited Common Elements are appurtenant, but all of such improvements shall require the approval of the Board of Directors and the Architectural and Design Review Committee in accordance with Articles IV C 3 and XXI, respectively, hereof.

3. Subject to the Board of Directors' right to approve all aspects of the design and appearance of the same, the Board of Directors shall permit swimming pools or spa pools to be constructed within any portion of a Convertible Limited Common Element. The Board of Directors shall not have the right or the authority to permit, approve or authorize the conversion of any Convertible Common Element into a Limited Common Element which would expand the Interior Space of any Unit, whether or not such expansion is proposed to be made by constructing an addition to the Unit, or by permanently enclosing an area that has theretofore been screened or is specifically designated on the Survey Exhibits as a Convertible Common Element.

With respect to all other applications to convert Convertible Common Elements into Limited Common Elements, the Board of Directors shall have the right to determine, in its discretion, whether any such application should be granted or should be denied and whether any conditions (including, without limitation, assumption of maintenance responsibilities by the particular Unit Owner) should be imposed upon any approval of such application, and the decision of the Board of Directors

shall be final. The Board of Directors shall not be obligated to permit all Unit Owners to convert Convertible Common Elements into a Limited Common Element solely because the Board of Directors has permitted other Unit Owners to make the particular type of conversion; rather, the Board of Directors may consider the particular physical circumstances in determining whether a particular conversion is fair and in the best interest of the Condominium.

4. Notwithstanding the foregoing, Article IV C 2, 3 and 4 hereof shall be subject to the review of the Architectural and Design Review Committee in accordance with the terms of Article XXI hereof.

Otherwise, no Common Element or Convertible Common Element may be converted into a Limited Common Element without complying with the provisions of Articles IV and XXI hereof.

V

EASEMENTS

A. The Units and Common Elements shall be and hereby are made subject to perpetual easements for such utility services as are desirable or necessary to serve adequately the Condominium Property, including the right to install, lay, maintain, repair, relocate and/or replace any utility lines and/or equipment over, under, or along the Condominium Property, provided that any such easement through a Unit shall not be enlarged or extended beyond its extent on the date of the first conveyance of said Unit by Developer after this Declaration of Condominium is recorded without the consent of the Unit Owner. With respect to any utility lines or equipment located upon the Common Elements, the Board of Directors shall have the right and power to dedicate and convey title to the same to any private or public utility company and in addition the Board of Directors shall have the right and power to convey easements over the Common Elements for the installation, maintenance, repair and replacement of the same to any private or public utility company.

B. Each Unit shall have a perpetual easement for structural support over every other Unit and portion of the Common Elements supporting such Unit, and each portion of the Common Elements shall have a perpetual easement for support over all Units and all portions of the Common Elements supporting such portion of the Common Elements.

C. Each Unit shall be and hereby is made subject to a perpetual easement in favor of the Condominium Association for entrance to the Unit to maintain, repair or replace the Common Elements.

D. All of the Condominium Property shall be and hereby is made subject to perpetual easements for encroachments which now or hereafter exist caused by settlement or movement of any improvements upon the Condominium Property or caused by minor inaccuracies in the construction, repair or alteration of such improvements, and such easements shall continue until such encroachments no longer exist.

E. Developer, for itself, its successors and assigns, reserves and shall have the perpetual right and easement to install and maintain upon, through and under the Common Elements such electric, water, sewer, telephone, radio, television, drainage and utility lines, mains, cables and facilities as Developer, in Developer's sole discretion, shall deem necessary or desirable to be used in connection with any property other than the Condominium Property, provided only that the maintenance of such lines, mains, cables and facilities does not materially and permanently interfere with the uses for which the Common Elements or any portion thereof are intended.

F. Each Unit Owner, for himself, his family members, agents, guests and invitees, shall have a perpetual nonexclusive easement for ingress and egress to and from the public ways over such streets and rights of way which are part of the Common Elements and which serve the Units of the Condominium.

G. Developer hereby reserves for itself and its successors and assigns a perpetual exclusive right and easement to play golf and to maintain and repair the golf course area which is adjacent to the Condominium Property and for pedestrian and golf cart traffic through and across such portions of the Condominium Property including: (i) those areas designated on the Survey Exhibits as a "Golf Course Easement", and (ii) such portions of the Common Elements as Developer shall determine is necessary for the use, enjoyment and maintenance of the golf course area.

H. Developer, for itself, its successors and assigns, reserves and shall have the right and easement of access, ingress, and egress to, through and from (i) the Common Elements as Developer, in Developer's sole discretion, shall deem necessary to be used in connection with the Property Owners Association or any property other than the Condominium Property; and (ii) the Common Elements and Limited Common Elements as Developer, in Developer's sole discretion, shall deem necessary to be used in connection with any alteration, installation, repair or maintenance in connection with the conversion of Common Elements into Limited Common Elements as set forth in Article IV hereof.

I. The easements heretofore set forth in Paragraphs A, B, C, D, E, F, G and H of this Article shall run with the Land and shall be binding upon every Unit Owner and every claimant of the Condominium Property or any portion thereof, or of any interest therein, and their respective heirs, executors, administrators, successors and assigns.

## VI

### COMMON EXPENSES AND COMMON SURPLUS

A. The following are hereby designated as Common Expenses:

1. Expenses for the operation, maintenance, repair or replacement of the Common Elements, including such amounts, if any, as the Board of Directors shall deem necessary to establish reserves for replacement of the Common Elements;

2. Expenses of the Condominium Association in carrying out its powers and duties;

3. Expenses of obtaining trash removal service for all Unit Owners if the Town of Jupiter, Florida will not separately charge therefor;

4. Expenses of obtaining the following services for use in connection with the operation and maintenance of the Common Elements: electric service, water service, vermin extermination service, sanitary sewer and other utility services, and security service;

5. Premiums on all policies of insurance maintained by the Board of Directors pursuant to Article XII hereof;

6. Fees or compensation due to any Manager retained by the Condominium Association;

7. All assessments duly imposed by the Property Owners Association against the Unit Owners which the Property Owners Association has requested be collected as a Common Expense, and any other Property Owners Association expenses payable pursuant to Article XX hereof;

8. Such amounts as the Board of Directors deems proper for working capital, general operating reserves, reserves for contingencies and those reserves necessary to make up any uncollectible delinquencies in the payment of Assessments;

9. Fees payable by the Unit Owners to the Division of Florida Land Sales and Condominiums;

10. Any expense designated as a Common Expense by the provisions of the Condominium Act, this Declaration of Condominium or the Bylaws;

11. Fees or costs of obtaining television reception service for all Unit Owners if seventy-five percent (75%) of all Unit Owners approve such item as a Common Expense; and

12. Expenses agreed upon as Common Expenses by all Unit Owners.

B. Except as set forth hereinafter in this Article VI, the Common Expenses shall be shared by, and the Common Surplus shall be owned by, each of the Unit Owners in proportion to each Unit Owner's undivided share in the Common Elements.

Notwithstanding the foregoing, Developer has guaranteed that the Assessments for Common Expenses imposed upon Unit Owners other than Developer shall not increase over a stated dollar amount, said guaranty to be effective for a period (the "Guaranty Period") commencing with the conveyance of the first Unit conveyed by Developer to a party other than Developer and terminating on the first to occur of the following dates:

- (i) December 31, 1989;

(ii) such date as Unit Owners other than Developer shall be entitled to elect not less than a majority of the Board of Directors; or

(iii) such date as either the Condominium Management Agreement or that certain Property Owners Association Management Agreement effective as of October 1, 1987, between Admiral's Cove Management Co., Inc. and the Property Owners Association shall have been cancelled or terminated.

Developer has also agreed to pay any amount of Common Expenses incurred during the Guaranty Period and not produced by Assessments at the guaranteed level receivable from Unit Owners other than Developer. Accordingly, pursuant to Section 718.116(8)(a)(2) of the Condominium Act, Developer shall be excused during the Guaranty Period from any obligation to pay any share of the Common Expenses in respect of those Units owned by Developer.

Except as aforesaid, no Unit Owner may avoid liability for Assessments by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made or otherwise.

## VII

### AMENDMENT OF DECLARATION OF CONDOMINIUM

A. Except as provided in Article I hereof, and except as to matters described in Paragraphs B, C, D and E of this Article VII, this Declaration of Condominium may be amended by the affirmative vote of not less than two-thirds (2/3) of the Unit Owners. Such amendment shall be evidenced by a certificate executed by the Condominium Association in recordable form in accordance with the Condominium Act, and a true and correct copy of such amendment shall be mailed by certified mail to the Developer and to all holders of Approved Mortgages (as said term is defined in Article XI B hereof). The amendment shall become effective upon the recording of such certificate in the Public Records of Palm Beach County, Florida, provided, however, such certificate shall not be so recorded until thirty (30) days after the mailing of a copy thereof to the Developer and all holders of Approved Mortgages, unless such thirty (30) day period is waived in writing by Developer and all holders of Approved Mortgages.

B. Except as provided in Article I hereof and Paragraph E of this Article VII, no amendment to this Declaration of Condominium shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, change the undivided share in the Common Elements appurtenant to any Unit, change the proportion or percentage by which any Unit Owner shares the Common Expenses or owns the Common Surplus, or change any Unit Owner's voting rights in the Condominium Association unless the Owners of all such Units and the holders of all Approved Mortgages (as said term is defined in Article XI B.2 hereof) which are liens upon such Units shall consent in writing thereto.

C. No amendment to this Declaration of Condominium shall be made which shall, in the judgment of Developer, impair or prejudice the rights or privileges of Developer in any manner without the specific written approval of Developer.

D. Except as provided in Articles I and XXIII A hereof, no amendment to this Declaration of Condominium shall be made which shall materially impair or prejudice the rights, priorities or security of the holder of any Approved Mortgage (as said term is defined in Article XI B 2 hereof) unless the two institutions holding the highest number of Approved Mortgages which are liens upon Units in the Condominium on the date sixty (60) days prior to the date that such amendment is adopted by the Unit Owners shall consent in writing to such amendment.

E. 1. Without limiting Developer's rights with respect to other changes, Developer reserves the right to amend this Declaration without the consent of the Condominium Association, the holder of Approved Mortgages or Unit Owners, for the following purposes:

(a) to redesign any unsold building presently designed to contain Harbor Home I Units and Harbor Home IA Units to contain Type II Units, Type IIA Units or Type III Units, and to redesign any unsold building presently designated to contain Type II Units, Type IIA Units or Type III Units to contain Harbor Home I Units and Harbor Home IA Units;

(b) to amend this Declaration of Condominium to change the Undivided Share in the Common Elements appurtenant to the Units upon the submission of Units to the Condominium form of Ownership;

(c) to depict all of the improvements existing on the Condominium Property;

(d) to depict all Common Elements and Limited Common Elements on the Condominium Property and/or conversion of Certain Common Elements into Limited Common Elements pursuant to the terms hereof;

(e) to comply with the requirements of any federal, state or local government, quasi-government, agency or government-related corporation;

(f) to amend this Declaration of Condominium to submit the Phase II Property and/or the Phase III Property to the condominium form of ownership under and pursuant to the Condominium Act; and

(g) to amend this Declaration of Condominium to modify and correct any typographical and/or scrivener's errors.

2. In connection with and as an illustration (without limitation) of Developer's rights under Article VII E 1 hereof, Developer shall have the right to amend the following provisions of this Declaration of Condominium:

(a) Article XII, with respect to the types of insurance to be maintained and any additional insurance requirements;



(b) Articles IV and X, with respect to the leasing, sale or transfer of Units or the Common Elements or the conversion of Common Elements into Limited Common Elements;

(c) Article X with respect to the frequency of payment of Assessments;

(d) Article XII with respect to the rights of holders of Approved Mortgages; and

(e) Article XIV with respect to the use and occupancy restrictions of the Condominium.

#### VIII

##### VOTING RIGHTS OF UNIT OWNERS

A. Each Owner or the Owners collectively of a Unit shall be entitled to one (1) vote with respect to all matters on which a vote by Unit Owners is to be taken under the Condominium Documents or the Condominium Act.

B. The vote of the Owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Unit or, if appropriate, by duly authorized officers, partners or principals of the respective legal entity, and filed with the Secretary of the Condominium Association, and such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not filed with the Secretary of the Condominium Association, the vote of the Owners of such Unit shall not be considered for any purpose.

C. Unless a certificate is filed with the Secretary of the Condominium Association pursuant to Section VIII B hereof, any vote of the Owners of a Unit owned solely by a husband and wife shall be cast by either the husband or the wife, and any vote so cast shall be binding on the Owners of such Unit.

#### IX

##### THE CONDOMINIUM ASSOCIATION

The entity responsible for the operation of the Condominium is Captain's Way at Admiral's Cove Condominium Association, Inc., a Florida corporation not for profit. A copy of the Articles of Incorporation of Captain's Way at Admiral's Cove Condominium Association, Inc. is attached as Exhibit No. 4 to this Declaration of Condominium and incorporated herein by reference. A copy of the Bylaws of Captain's Way at Admiral's Cove Condominium Association, Inc. is attached as Exhibit No. 5 to this Declaration of Condominium and incorporated herein by reference.

#### X

##### ASSESSMENTS

The Condominium Association, acting through the Board of Directors in accordance with the Bylaws, shall have the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the Common Expenses, including,

but not limited to, such amounts as are necessary for uncollectible Assessments, budget deficits, such reserves as the Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Condominium Act, this Declaration of Condominium or the Bylaws. Assessments sufficient to provide for the Common Expenses shall be made from time to time against each Unit Owner in accordance with Article VI of this Declaration of Condominium.

Except as expressly provided in Article VI B hereof, no Owner of a Unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the common elements, recreational facilities or by the abandonment of this Unit.

Assessments that are unpaid for over fifteen (15) days after the due date shall in the sole discretion of the Board of Directors bear interest at a rate equal to the lesser of: (i) twelve percent (12%) per annum, or (ii) the maximum legal rate permitted under controlling law, from the due date until paid. In the sole discretion of the Board of Directors, a late charge of Twenty-Five Dollars (\$25.00) per Assessment or installment thereof not paid when due may be assessed against a delinquent Unit Owner. Assessments shall be due and payable monthly on the first day of each calendar quarter, unless the Board of Directors shall otherwise determine.

The Condominium Association shall have a lien on each Unit for any unpaid Assessments, together with interest thereon, owed by the Unit Owner of such Unit. Reasonable attorney's fees (including fees in appellate proceedings) incurred by the Condominium Association incident to the collection of any Assessment or the enforcement of such lien, together with sums advanced or paid by the Condominium Association in order to preserve and protect its lien, shall be payable by the Unit Owner upon demand and shall be secured by such lien.

The Board of Directors may take such action as it deems necessary to collect Assessments by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, if it shall so determine. Said lien shall be effective from and after the recording of a claim of lien as and in the manner provided by the Condominium Act. Said lien shall have the priorities established by the Condominium Act and as otherwise provided by law; provided that, to the extent permitted by law, any lien on a Unit in favor of the Condominium Association created pursuant to this Article X shall be subordinate to the lien of an Approved Mortgage (as such term is defined in Article XI B hereof) covering such Unit, if such Approved Mortgage was recorded prior to the recording of the claim of lien by the Condominium Association pursuant to the Condominium Act. The Condominium Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment lien, and to apply as a credit against its bid all sums due the Condominium Association covered by the lien enforced. In case of such foreclosure, the Unit Owner who remains in possession of the Unit during foreclosure may be required by the court, in its discretion, to pay a reasonable rental for the Unit, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the Unit Owner and/or Occupant.

Where the holder of an Approved Mortgage of record or other purchaser of a Unit obtains title to a Unit by a purchase at the public sale resulting from the holder of an Approved Mortgage's foreclosure judgment in a foreclosure suit in which the Condominium Association has been properly named as a defendant junior lienholder or by deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments attributable to such Unit, or chargeable to the former Unit Owner of such Unit, which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless such share or Assessment is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, its successors and assigns.

Except as otherwise prohibited by law, the Condominium Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessment to the Developer, or to any Unit Owner or group of Unit Owners, or to any third party.

Within fifteen (15) days after requested by a Unit Owner or holder of an Approved Mortgage, the Condominium Association shall provide such Unit Owner or holder of an Approved Mortgage with a certificate which sets forth all assessments and other moneys owed to the Condominium Association by the Unit Owner with respect to the Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

## XI

### SALES, LEASES AND MORTGAGES OF UNITS

#### A. SALES OR LEASES OF UNITS

1. Except as set forth hereinafter in this Article XI, if any Unit Owner desires to sell or lease his or any interest therein, and shall have received a bona fide offer for such sale or lease, the Condominium Association shall be given written notice thereof, together with an executed copy of such offer. The Condominium Association (or its assignee) shall have the right to purchase or lease such Unit or interest therein upon the same terms and conditions as set forth in the offer therefor, provided written notice of such election is given to the Unit Owner and a matching down payment or deposit (if such is required by the terms of such offer) is provided to the Unit Owner within thirty (30) days following the delivery to the Condominium Association of such notice and a copy of such offer, in the case of a proposed sale, said time to be of the essence, and within ten (10) days following the delivery to the Condominium Association of such notice and a copy of such offer in the case of a proposed lease, said time to be of the essence. If the Condominium Association (or its assignee) shall elect not to purchase a Unit or an interest therein pursuant to this Article XI A 1 or shall elect not to lease a Unit pursuant to this Article XI A 1, the Condominium Association shall deliver to the Unit Owner, within the respective thirty (30) day and

ten (10) day periods heretofore provided, a certificate executed by the President (or Vice-President) and Secretary (or Assistant Secretary) of the Condominium Association reflecting such election.

2. If the Condominium Association (or its assignee) shall elect to purchase any Unit or any interest therein pursuant to Article XI A 1 hereof, title shall close on the date specified in the bona fide offer to purchase, or, if no date is specified in said offer, on a date forty-five (45) days after the giving of notice by the Condominium Association (or its assignee) of its election to purchase said Unit.

If the Condominium Association (or its assignee) elects to lease any Unit pursuant to Article XI A 1 hereof, the Unit Owner shall execute and deliver to the Condominium Association (or its assignee), upon demand, a lease between the Unit Owner as landlord and the Condominium Association (or its assignee) as tenant, containing terms and conditions as set forth in the bona fide offer to lease.

4. The provisions of Article XI A 1 hereof shall not apply to:

(a) Any sale or lease of a Unit of which Developer is the Unit Owner;

(b) Any transfer of any Unit by gift, devise or inheritance; or

(c) The sale or lease of any Unit by a Unit Owner to his spouse, his child, his parent, the parent of his spouse, his brother or sister, the brother or sister of his spouse, or the spouses of any of the foregoing.

5. In the event of any default on the part of any Unit Owner (including, without limitation, Developer) under any mortgage which is a lien upon his Unit, any sale of the Unit under foreclosure, including delivery of a deed to the mortgagee in lieu of foreclosure, shall be made free and clear of the provisions of Article XI A 1 hereof, but the purchaser (or grantee under such deed in lieu of foreclosure) of each Unit shall be thereupon and thereafter subject to the provisions of Article XI A 1 hereof, provided that if the purchaser following such foreclosure sale (or grantee under deed given in lieu of such foreclosure) shall be the former holder of the foreclosed mortgage, the said former holder may thereafter sell or lease the Unit free and clear of the provisions of Article XI A 1 hereof, but its grantee shall thereupon and thereafter be subject to all of the provisions thereof.

6. The failure or refusal by the Condominium Association to exercise its rights pursuant to Article XI A 1 hereof with respect to any particular bona fide offer to purchase or lease a particular Unit shall not constitute a waiver of such right with respect to any subsequent bona fide offer to purchase or lease the particular Unit or any other Unit.

7. If any Unit Owner attempts to sell or lease his Unit without giving the Condominium Association the notice

required by Article XI A 1 hereof, such attempted sale or lease shall be void and shall confer no title or interest whatsoever upon the intended purchaser or lessee.

8. Except as otherwise prohibited by law, the Condominium Association may from time to time assign its rights pursuant to Article XI A 1 hereof to any individual or entity that the Condominium Association shall select.

#### B. MORTGAGES.

1. Any mortgage which is a lien against a Unit and which is recorded after the recording of this Declaration of Condominium shall be subject to the terms and conditions of this Declaration of Condominium and the exhibits hereto, as the same may be amended from time to time, and the holder of any such mortgage and the obligation secured thereby shall have no right:

(a) to participate in the adjustment of losses with insurers or in the decision whether to repair or restore damage to or destruction of the Commonly Insured Real Property; or

(b) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event of a termination pursuant to Article XIII B hereof or in the event and to the extent that insurance proceeds in excess of the cost of repair or restoration are distributed to Unit Owners pursuant to Article XIII A hereof.

2. Upon written notice to the Secretary of the Condominium Association by the holder of any mortgage which is a lien upon a Unit setting forth the name of such holder, the address of such holder, the date of such mortgage and the Unit upon which such mortgage is a lien, the Secretary of the Condominium Association shall place such information in a register to be maintained for such purposes and such mortgage shall thereupon constitute an "Approved Mortgage" for purposes of this Declaration of Condominium.

3. The provisions of this Article XI B shall not apply to any mortgage of any Unit of which Developer is the Unit Owner.

## XII

### INSURANCE

A. INSURANCE TO BE MAINTAINED. The Board of Directors shall obtain and continuously maintain:

1. (a) Insurance against loss by damage to or destruction of the Commonly Insured Real Property by fire or by such other risks as may be covered by an endorsement for multi-peril extended coverage and which are commonly required to be insured by private institutional mortgage investors for condominium projects similar in construction, location and use as Captain's Way at Admiral's Cove, including without limitation, if applicable and available, all perils normally covered by a

standard "all risk" endorsement, in an amount not less than the full insurable replacement value thereof, without deduction for depreciation, and a "blanket" policy of flood insurance in an amount equal to the higher of (i) the full insurable replacement value thereof, without deduction for depreciation, (ii) the maximum limit of coverage available under the National Flood Insurance Act of 1968, as amended, or (iii) the aggregate original sales prices of all Units forming a part of the Condominium, with a deductible provision in an amount to be determined by the Board of Directors but not to exceed Five Thousand Dollars (\$5,000). Said insurance shall contain a separate loss payable endorsement in favor of the holders of Approved Mortgages on Units modified to make the loss payable provisions in favor of said holders subject and subordinate to the loss payable provisions in favor of the Board of Directors and the Insurance Trustee.

(b) The policies herein shall provide that any proceeds shall be paid on behalf of all Unit Owners and holders of Approved Mortgages on Units, as their interests may appear as follows: (i) in the event that the net proceeds from any single occurrence do not exceed Ten Thousand Dollars (\$10,000), to the Board of Directors, to be held and/or disbursed by the Board of Directors pursuant to the provisions of Article XIII hereof; and (ii) in the event that the net proceeds from any single occurrence exceed Ten Thousand Dollars (\$10,000), to the Insurance Trustee to be held and/or disbursed by the Insurance Trustee pursuant to the provisions of Article XIII hereof.

(c) The policies herein shall include the coverages provided, if available, in: (i) a "Special Condominium Endorsement" or its equivalent, and (ii) an "Agreed Amount and Inflation Guard Endorsement."

2. Comprehensive liability insurance, insuring the Unit Owners, the Condominium Association, the officers and directors of the Condominium Association and any Manager, against liability relating in any way to the ownership and/or use of the Common Elements. Such insurance shall not insure any Unit Owner against liability for injuries to persons or property occurring within his Unit. Limits of liability shall be at least One Million Dollars (\$1,000,000) for any person injured or killed in any single occurrence, at least One Million Dollars (\$1,000,000) for any injuries or death sustained by any two or more persons in any single occurrence, and at least One Million Dollars (\$1,000,000) for property damage resulting from each occurrence.

3. Insurance against loss by damage to or destruction of any personal property of the Condominium Association (but not for the personal property of individual Unit Owners), in such amounts as the Board of Directors shall determine. The Board of Directors shall not obtain insurance against loss by damage to or destruction of the personal property of individual Unit Owners.

4. Policies of directors and officers liability insurance, insuring the directors and officers of the Condominium Association against personal liability arising in connection with the performance of their duties.

5. Such worker's compensation insurance as is required by law.

6. Such Federal flood insurance coverage for the Commonly Insured Real Property (and not for the personal property of Unit Owners) as may be required either by law or by holders of Approved Mortgages on the Units.

Such other insurance coverage as may now or hereafter be customary, or as the Board of Directors may deem necessary. O

**B. ADDITIONAL REQUIREMENTS.**

I. The insurance to be maintained by the Board of Directors pursuant to Article XII A hereof shall comply with the following requirements:

(a) All policies shall be issued by a company licensed to do business in the State of Florida and holding a Best's rating of "A" or better, or an equivalent rating if Best's ratings are discontinued.

(b) Exclusive authority to adjust losses under said policies shall be vested in the Board of Directors or its authorized representative.

(c) In no event shall coverage under said policies be brought into contribution with insurance purchased by individual Unit Owners or the holders of Approved Mortgages on Units.

2. The Board of Directors shall attempt to assure that the insurance to be maintained pursuant to Article XII A hereof will provide for the following:

(a) A waiver of subrogation by the insurer as to any claims against the Unit Owners (and members of their households), the Condominium Association, the officers and directors of the Condominium Association, any Manager, and their respective servants, agents and guests;

(b) That said policies cannot be cancelled, invalidated or suspended on account of the conduct of any one or more Unit Owners and in no event can cancellation, invalidation or suspension for any reason be effected without at least ten (10) days' prior written notice to the Board of Directors, to each Unit Owner and to the holders of all Approved Mortgages; and

(c) That any "no other insurance" clause in said policies excludes policies of individual Unit Owners from consideration.

C. ANNUAL REVIEWS OF COVERAGE. The Board of Directors shall review annually the adequacy of the coverage afforded by the policies maintained pursuant to Article XII A hereof, and the President of the Condominium Association shall report the results of said review at each annual meeting of the Unit Owners.

D. **INSURANCE PREMIUMS A COMMON EXPENSE.** All premiums for the policies of insurance to be maintained by the Board of Directors pursuant to Article XII A hereof shall be a Common Expense.

E. **INSURANCE OF INDIVIDUAL UNIT OWNERS.** Each individual Unit Owner may obtain additional insurance at his own expense, provided, however, that:

Such policies shall contain waivers of subrogation by the insurer as to any claims against the other Unit Owners (and members of their households), the Condominium Association, the officers and directors of the Condominium Association, and any Manager and their respective servants, agents and guests; and

2. No Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of the Unit Owners, may realize under any insurance policy to be maintained pursuant to Article XII A hereof.

### XIII

#### DAMAGE OR DESTRUCTION

A. **REPAIR.** Except as provided by Article XIII B hereof, any damage to or destruction of any of the Commonly Insured Real Property shall be promptly repaired and restored by the Board of Directors using the proceeds of insurance held by the Board of Directors or the Insurance Trustee for that purpose, and the Unit Owners shall be liable for assessment for any deficiency in such proceeds in proportion to their respective undivided shares in the Common Elements. Unit Owners may apply the proceeds from their individual fire insurance policies, if any, to the share of such Common Expense as may be assessed to them. The Board of Directors shall restore the damaged Commonly Insured Property to substantially the same condition as it was immediately prior to the damage. If there is any excess of insurance proceeds over the cost of such repair or restoration, such excess shall be distributed to the Unit Owners in proportion to their respective undivided shares in the Common Elements.

B. **TERMINATION.** Notwithstanding anything to the contrary contained in Article XIII A hereof, if:

1. there is "Very Substantial Damage" to the Commonly Insured Real Property, which for purposes of this Article XIII shall mean damage or loss whereby two-thirds (2/3) of the total Units of the Condominium are rendered untenable; and

2. Unit Owners entitled to cast seventy-five percent (75%) of the votes of all Unit Owners duly resolve, within sixty (60) days after receipt of at least three (3) contractors' bids and the final insurance adjustment, not to proceed with repair or restoration;

then, and in those events only, the salvage value of the entire Condominium Property shall be subject to partition at the suit



of any Unit Owner, in which event the net proceeds of sale of the entire Condominium Property, together with the net proceeds of insurance policies held by the Board of Directors or the Insurance Trustee, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their respective undivided shares in the Common Elements, after discharging out of the respective share of each Unit Owner, to the extent sufficient for the purpose, all mortgages against the Unit of such Unit Owner.

## XIV

USE AND OCCUPANCY RESTRICTIONS

A. Each Unit shall be used only as a single family residence, except that Developer shall have the right to use any Unit owned by Developer for offices, sales offices and samples. No separate part of a Unit may be rented and no short term tenants (i.e. tenants for less than three (3) months) may be accommodated therein. Any tenants occupying a Unit in accordance with the foregoing provisions of this Article XIV A shall be entitled to use the Common Elements (including, without limitation, the swimming pool) on the same terms and conditions as the Unit Owners.

B. No children under the age of sixteen (16) years shall be permitted to be permanent residents of any of the Units, except that children under the age of sixteen (16) years may be permanent residents of Units if (i) such Units are owned by or leased to employees of Developer, of The Club at Admiral's Cove or of any affiliated entity of Developer, and (ii) no more than three (3) such employees occupying different Units fall within this exception at any one time.

C. No pets except one (1) dog which when fully grown weighs no more than thirty-five (35) pounds, two (2) cats, fish capable of being kept in indoor aquariums and domesticated birds may be kept in any Unit. If any dog, cats, fish and/or birds become annoying to other Unit Owners by barking or otherwise, the Unit Owner in whose Unit the animal is kept shall immediately cause the problem to be corrected, and if the problem is not corrected after written notice from the Condominium Association, the Unit Owner shall no longer be able to keep the animal in his Unit or shall be required to take such other steps as the Condominium Association may direct. No pets shall be permitted upon any portion of the Common Elements at any time except under leash. Pets shall be "curbed" only in those portions of the Common Elements specifically designated by the Condominium Association and the Property Owners Association for such purposes.

D. In all Harbor Home IA Units, all rooms and hallways other than kitchens and bathrooms shall be carpeted with a reasonable good grade of carpeting and padding, except hard flooring (i.e., wood, tile and/or marble) without carpeting may be installed on adequate sound-resistant material.

E. No use or practice shall be permitted in any Unit which: (i) is determined by the Board of Directors to be a source of undue annoyance to the residents or Occupants of other Units or interferes with the peaceful possession and proper use of the Condominium Property by such other residents

or Occupants; or (ii) will materially increase the rate of insurance on the Condominium Property beyond that to be anticipated from the proper and accepted conduct of otherwise permitted uses hereunder.

F. Except as provided in Article XKIII A 3 hereof, no Unit Owner may erect or permit the erection of any sign, banner or notice in or on his Unit which is visible from outside his Unit, nor shall any radio or television antenna or aerial, clothesline or other object be attached to or placed upon any portion of the Common Elements without the prior written consent in each instance of the Board of Directors, which consent may be granted or denied by the Board of Directors in its sole and absolute discretion. No Unit Owner shall cover or block any window or sliding glass door except with permanent drapes or curtains (not sheets), shades, blinds or roll-ups which are not made of aluminum foil or other similar light reflecting material.

G. No person shall use the Condominium Property or any portion thereof in any manner not in accordance with the rules and regulations that are from time to time promulgated by the Board of Directors. The initial Rules and Regulations of Captain's Way at Admiral's Cove Condominium Association, Inc., promulgated by the Board of Directors, are attached as Exhibit No. 6 to this Declaration of Condominium and incorporated herein by reference.

## XV

MAINTENANCE AND REPLACEMENT OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS, IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

A. MAINTENANCE AND REPLACEMENT OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

1. Except as specifically provided in Article IV and Article XV A 2 hereof, the Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority subject to the limitations of the Condominium Act and other applicable condominium laws of the State of Florida) and the duty and responsibility to maintain all portions of the Common Elements and Limited Common Elements in good order and repair and to make all replacements and renewals necessary to so maintain all portions of the Common Elements and Limited Common Elements.

2. Each Unit Owner shall have the sole and exclusive authority and the duty and responsibility to maintain in good order and repair and to make all replacements and renewals necessary to so maintain:

(i) any piping, ducts, wiring, cables, conduits, utility lines, air-conditioning compressors or elevators located outside the boundaries of his Unit which serve only his Unit;

(ii) any fireplace, flue or chimney connected to his Unit; and

(iii). any mechanism by which a garage door attached to his Unit is lowered or raised.

**B. IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.**

1. Except as provided in Article XXI hereof, the Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority subject to the limitations of the Condominium Act and other applicable condominium laws of the State of Florida) to make improvements, additions or alterations to the Common Elements (including, but not limited to, landscaping or fencing) and no Unit Owner shall make or contract for any improvements, additions or alterations to any portion of the Common Elements except with the prior written consent of the Condominium Association and upon such terms, conditions and provisions as the Condominium Association shall determine in its sole and absolute discretion. If any Unit Owner shall make or contract for any improvement, alteration or addition to the Common Elements without the prior written consent of the Condominium Association, or violate any term, condition or provision pursuant to which authority to make any such improvement, alteration or addition was granted, the Condominium Association may, in addition to all other remedies to which it may be entitled, and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition, and such Unit Owner shall, upon demand, reimburse the Condominium Association for the entire cost of such removal.

2. No improvement, addition or alteration to the Common Elements shall be made by the Condominium Association if the cost thereof is in excess of ten percent (10%) of the annual budget of the Condominium for Common Expenses (excluding for these purposes, the budgeted cost of such improvement, addition or alteration) unless authorized by the Board of Directors and ratified by: (i) not less than sixty-seven percent (67%) of the total vote of all Unit Owners; and (ii) by Developer so long as Developer holds for sale in the ordinary course of business any Units. If authorized as aforesaid, the cost of the foregoing shall be assessed as a Common Expense.

3. No person or entity other than the Owner of the Unit to which a particular Limited Common Element is appurtenant shall make or contract for any improvement, alteration or addition to such Limited Common Element. Moreover, the Owner of the Unit to which a particular Limited Common Element is appurtenant shall not make or contract for any improvement, alteration or addition to such Limited Common Element without the prior written consent of the Condominium Association in accordance with the requirements of Articles IV, B. 4 and XXI hereof. If any Unit Owner shall make or contract for any improvement, alteration or addition to any Limited Common Element without the prior written consent of the Condominium Association or violate any term, condition or provision pursuant to which authority to make such improvement, alteration or addition was granted, Condominium Association may, in addition to all other remedies to which it may be entitled, and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition, and such Unit Owner shall, upon demand, reimburse the Condominium Association for the entire cost of such removal.

4. Notwithstanding the foregoing, the rights of Developer pursuant this Declaration of Condominium shall supercede any rights given pursuant to the provisions of this Article XV B.

## XVI

MAINTENANCE AND REPLACEMENT OF UNITS; STRUCTURAL MODIFICATIONS OR ALTERATIONS TO UNITS

MAINTENANCE AND REPLACEMENT OF UNITS.

Except as provided in Articles XVI A 2 and XXI hereof, each Unit Owner shall have the sole and exclusive authority and the duty and responsibility to maintain in good order and repair and to make all replacements and renewals necessary to so maintain all portions of his Unit, except to the extent that any portion of his Unit, is damaged or destroyed and insurance coverage against said damage or destruction is available pursuant to policies of insurance maintained by the Board of Directors.

2. The Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority subject to the limitations of Section 718.111(1) of the Condominium Act and other applicable condominium laws of the State of Florida) and the duty and responsibility to maintain in good order and repair and to make all replacements necessary to so maintain all piping, ducts, wiring, cables, conduits or public utility lines within a particular Unit which serve Units other than the particular Unit.

B. STRUCTURAL MODIFICATIONS OR ALTERATIONS TO UNITS.

Except as provided in Articles XXI and XXIII A hereof, no Unit Owner shall make any structural modifications or alterations to or within his Unit without the prior written consent of the Condominium Association, which consent shall not be withheld if the Condominium Association determines that the proposed structural modification or alteration does not jeopardize or tend to jeopardize the soundness or safety of the Condominium Property or any portion thereof, or impair or tend to impair any easement or hereditament. Notwithstanding the foregoing, the Condominium Association shall not consent to any structural modifications or alterations which would expand the interior space (as defined below) of any Unit, whether or not such structural modifications or alterations are proposed to be made by constructing an addition to the Unit or by permanently enclosing an area that has theretofore been screened. "Interior space" shall mean any space enclosed by walls and roof. All permitted interior space is designated on the Survey Exhibits by the line which circumscribes "the boundary of a Condominium unit" of each Unit (as identified in the Legend on Sheet 4 of the Survey Exhibits).

## XVII

DAMAGE TO COMMON ELEMENTS BY INDIVIDUAL UNIT OWNERS

Should the Condominium Association be required to make any expenditure for the repair or replacement of any portion of the Common Elements because of any damage, destruction or injury

thereto (other than ordinary wear and tear) caused by one (1) or more Unit Owners, or the family members, animals, guests, tenants, agents or employees of one (1) or more Unit Owners, the Unit Owner or Unit Owners responsible for such damage, destruction or injury, or whose family members, guests, tenants, agents or employees are responsible for such damage, destruction or injury shall, to the extent that the Condominium Association is not required to maintain insurance to cover the particular damage, destruction or injury, reimburse the Condominium Association for such expenditure.

## XVIII

LITIGATION

No judicial, arbitrate or administrative proceeding shall be commenced or prosecuted by the Condominium Association unless the same is approved by a vote of seventy-five percent (75%) of the Unit Owners pursuant to Article VII hereof. In the case of such a vote, and notwithstanding anything to the contrary in this Declaration of Condominium, the Articles of Incorporation or the Bylaws, the Board of Directors shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five percent (75%) of all Unit Owners, whether in person or by proxy. This Article XVIII shall not apply, however, to (i) actions brought by the Condominium Association to enforce the provisions of this Declaration of Condominium (including, without limitation, the foreclosure of liens), (ii) the imposition of personal assessments as provided in Article X hereof, (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims brought by the Condominium Association and proceedings instituted against it.

## XIX

TERMINATION OF CONDOMINIUM

The Condominium may be terminated at any time in the manner provided in Section 718.117 of the Condominium Act or in accordance with the provisions of Article XIII B hereof.

## XX

ADMIRAL'S COVE MASTER PROPERTY OWNERS ASSOCIATION, INC.

In accordance with the requirements of the Declaration of Covenants, each Unit Owner, upon acquisition of title to his Unit, shall automatically become a member of Admiral's Cove Master Property Owners Association, Inc., a Florida corporation not for profit (the "Property Owners Association"), which corporation is charged by the Declaration of Covenants with certain responsibilities pertaining to the overall Admiral's Cove development of which Captain's Way at Admiral's Cove, a Condominium is a part. Moreover, the Property Owners Association will have the right to assess each Unit Owner for a share of the costs and expenses incurred by the Property Owners Association in the performance of its functions, and will have a lien right against each Unit to secure the payment of the assessments it imposes.

The Condominium Association hereby agrees that upon the request of the Property Owners Association, it shall collect as a Common Expense of the Condominium all assessments duly imposed by the Property Owners Association against the Unit Owners.

## XXI

ARCHITECTURAL AND DESIGN REVIEW COMMITTEE

Pursuant to the terms of Article V of the Declaration of Covenants, neither the Condominium Association nor any person other than Developer, without the prior written approval of all aspects thereof (including, but not limited to, the nature, design, style, shape, height, materials, size, location, layout and color) by the Architectural and Design Review Committee ("ADR Committee") shall (all of the following being collectively referred to as "Improvements" and individually as an "Improvement"):

- (a) Construct, erect, install, alter, modify, renovate, remove or demolish any structure, improvement or addition of any type or nature on or to any portion of the condominium Property, including, but not limited to, buildings, houses, patios, porches, driveways, walkways, fences, walls, swimming pools, sewers and drains; or
- (b) Plant, install, remove, alter or modify any grass, trees, shrubs, landscaping or other vegetation on any portion of the Condominium Property; or
- (c) Change or alter to any degree the grade of any portion of the Property.

The ADR Committee may, in its sole discretion, impose requirements for Improvements which may be greater or more stringent than those proscribed in applicable building, zoning or other applicable laws and codes.

## XXII

CONDOMINIUM MANAGEMENT AGREEMENT

Pursuant to the Condominium Management Agreement attached as Exhibit No. 7 hereto, the Condominium Association has designated Admiral's Cove Management Co., Inc. as the initial Manager of the Condominium.

## XXIII

DEVELOPER'S RIGHTS

- A. Developer shall have the right:
  1. to use any Units owned by Developer for offices, sales offices, storage space and samples;
  2. to enter upon the Common Elements with business invitees to show the sample Units and the Common Elements; and

3. to maintain upon the Common Elements sales information signs and such other signs as Developer shall desire.

B. Developer may advance to Florida Power and Light Company ("FP&L") the cost of providing a street lighting system for the Condominium Property, and FP&L may agree to reimburse Developer for such cost over a period of years, and in such event Developer hereby expressly reserves the right to receive, collect and retain all sums so reimbursed to Developer.

XXIV

ASSIGNABILITY OF DEVELOPER'S RIGHTS

Developer may assign any or all of its rights or privileges reserved or established by this Declaration, including, but not limited to, its rights as reserved and established by Articles I, V E, V F, VII C, VII E, XI A 4(a), XI B 3, XIV A, XIV B, XV B 2, XXIII, XXVI and XXVII hereof, to any individual(s) or entity or entities that Developer may choose.

XXV

PROVISIONS RESPECTING CONSTRUCTION LENDER

Notwithstanding anything to the contrary contained in this Declaration of Condominium, until the satisfaction of record of (i) that certain mortgage upon a portion of the Condominium Property, dated February 27, 1987, and recorded March 5, 1987, in the Public Records of Palm Beach County, Florida, in Official Records Book 5196, pages 0138 et seq., as the same may be amended, modified or extended from time to time, now held by Continental Bank (hereinafter referred to as the "Mortgage"), the following provisions shall be a part of this Declaration of Condominium and shall supersede any inconsistent provisions contained elsewhere in this Declaration of Condominium:

A. Whenever the consent of Developer is required under this Declaration of Condominium, the written consent of the holder of the Mortgage (hereinafter referred to as the "Mortgagee") shall also be required.

B. No amendment shall be made to this Declaration of Condominium which would alter the procedure for repairing or restoring the Commonly Insured Real Property or alter the rights of Mortgagee, or, in the opinion of Mortgagee, in any other way affect the security of Mortgagee, without Mortgagee's joinder and written consent to such amendment, and

C. If Mortgagee either assumes possession of any portion of the Condominium Property upon which said Mortgage is a lien or acquires title to unsold Units upon foreclosure of the Mortgage, by purchase of the unsold Units at foreclosure sale, or by deed in lieu of foreclosure, Mortgagee and its successors and assigns shall have and enjoy all of the rights and privileges granted to the Developer by this Declaration of Condominium.

## XXVI

TELEVISION RECEPTION SYSTEM

A. Developer hereby reserves, for itself and its successors and assigns, the perpetual right and easement to install and maintain, as a part of the Condominium Property, a system (hereinafter called "Television Reception System") comprised of certain cables, wiring and other equipment, which will give each Unit the capability of receiving radio-television transmissions from a master television antenna, cable system or other similar system, if any such master television antenna, cable system or other similar system is available. The entirety of said Television Reception System shall be owned by Developer and shall be maintained, repaired and replaced by Developer, at Developer's sole cost and expense, provided however that Developer may sell, transfer or assign such Television Reception System or his rights to such system to any person or entity that Developer determines. No Unit Owner shall have any ownership interest in any portion of said Television Reception System and neither the Condominium Association nor any Unit Owner shall have any duty or obligation to maintain, repair or replace any portion of the same.

B. Developer, for itself and its successors and assigns, shall have the exclusive right, but not the obligation, to connect at any time or times the Television Reception System to any master television antenna, cable system or other similar system that Developer shall elect. In the event that Developer connects the Television Reception System to any master television antenna, cable system or other similar system, no Unit Owner shall be compelled to receive the radio-television transmissions provided thereby, but any Unit Owner who desires to receive such radio-television transmissions shall be obligated to pay such fees and charges for the same as Developer shall from time to time determine, and all such fees and charges and the income therefrom shall be the sole and exclusive property of the Developer.

## XXVII

DOCKS

With the prior written consent of the Condominium Association and Property Owners Association, Inc., which consent may be withheld by either or both of such entities in their sole and absolute discretion, Unit Owners may jointly obtain the applicable licenses from the Property Owners Association, Inc., and the Condominium Association to construct, maintain and/or use a private dock containing at least one (1), but not more than four (4), wet slips located on the waterways adjacent to the Condominium Property, subject to limitations set forth in the Declaration of Covenants and the rules and regulations promulgated by the ADR Committee (as defined in Article XXI hereof) as to size, type, location and number thereof, and provided further that such dock and all other improvements are subject to and must comply with all federal, state, county and local statutes, laws, ordinances, rules and regulations regarding the same. There can be no assurances that such requirements will then permit or authorize the installation of a dock



as aforesaid. The Property Owners Association, Inc. shall have the right to adopt from time to time and to enforce rules and regulations respecting the licensing, use, maintenance, insurance and/or transfer of any such dock and a slip within such dock to a Unit Owner. The Condominium Association shall have the right (a) to adopt from time to time and to enforce rules and regulations respecting the location and maintenance of utility lines to and access to, such dock, provided that such rules and regulations are subject and subordinate to the rights of the Property Owners Association and the Declaration of Covenants, and (b) to grant easements over the Common Elements as are necessary for the construction and maintenance of utility pipes and lines from a particular Unit to a dock. No Unit Owner may be granted a license to use more than one (1) wet slip at any time.

## XXVIII

NOTICES

A. All notices and other communications required or permitted to be given under or in connection with this Declaration of Condominium shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed, by certified mail, return receipt requested, addressed as follows:

To any Unit Owner -

At his place of residence on the Condominium Property, or to such other address as any Unit Owner shall designate by notice to the Condominium Association and the Developer in accordance with this Article;

To the Condominium Association -

200 Admiral's Cove Boulevard  
Jupiter, Florida 33477

or to such other address as the Condominium Association shall designate by notice in accordance with this Article to Developer and to all Unit Owners; and

To Developer -

200 Admiral's Cove Boulevard  
Jupiter, Florida 33477

or to such other address as Developer shall designate by notice in accordance with this Article to the Condominium Association and all Unit Owners.

B. The Secretary of the Condominium Association shall maintain a register of current addresses of all Unit Owners established for notice purposes pursuant to this Article, Unit numbers and telephone numbers (if known), which register shall be made available for inspection, upon request, to all Unit Owners and Developer.

XXIX

GENERAL PROVISIONS

A. COVENANTS RUNNING WITH THE LAND. All provisions of this Declaration of Condominium, as the same may be from time to time amended, shall be construed to be covenants running with the Land, and shall be binding upon every Unit Owner and every claimant of the Condominium Property or any portion thereof, or of any interest therein, and their respective heirs, executors, administrators, successors and assigns.

B. TIME-SHARE ESTATES. Time-share estates will not be created with respect to units in Captain's Way at Admiral's Cove.

C. CAPTIONS. The captions used in this Declaration of Condominium are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration of Condominium.

D. SEVERABILITY. The provisions of this Declaration of Condominium shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof, unless such invalidity or unenforceability shall destroy the uniform plan which this Declaration of Condominium is intended to create for the operation of the Condominium.

E. APPLICABLE LAW. This Declaration of Condominium shall be governed by and construed according to the laws of the State of Florida.

IN WITNESS WHEREOF, SUMMIT ASSOCIATES, LTD., a Florida limited partnership, has caused this document to be duly executed as of the 30th day of October, 1987.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ADMIRAL'S COVE ASSOCIATES, LTD., a Florida limited partnership

By: B.E.W. ENTERPRISES, its General Partner, by its managing partner Admiral's Cove, Inc.

(1) Suzanne Bernard

By: Benjamin Frankel  
BENJAMIN FRANKEL, President

(2) Michael E. Goff

Attest: Leonard Frankel  
LEONARD FRANKEL,  
Vice President

[Corporate Seal]



FOR GOOD AND VALUABLE CONSIDERATION, receipt whereof is hereby acknowledged, CAPTAIN'S WAY AT ADMIRAL'S COVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations, and burdens imposed upon it by the provisions of this Declaration of Condominium and the exhibits attached hereto.

IN WITNESS WHEREOF, CAPTAIN'S WAY AT ADMIRAL'S COVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, has caused these presents to be signed in its name by its President, and its Corporate Seal affixed and attested by its Secretary, as of the \_\_\_\_\_ day of October, 1987.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

- (1) *Suzanne Bernard*
- (2) *Michelle Ekall*

CAPTAIN'S WAY AT ADMIRAL'S COVE CONDOMINIUM ASSOCIATION, INC.

By: *Jack Makransky*  
JACK MAKRANSKY, President

Attest: *Thomas Frankel*  
THOMAS FRANKEL,  
Secretary

[Corporate Seal]

*Not a certified copy*

STATE OF *Pennsylvania*  
COUNTY OF *Philadelphia*

BEFORE ME, the undersigned authority, personally appeared *Benjamin Frankel* and *Leonard Frankel*, the *President* and *Vice President* of ADMIRAL'S COVE, INC., a Florida corporation, the managing partner of B.L.W. Enterprises, a partnership, the said B.L.W. ENTERPRISES, being a General Partner of ADMIRAL'S COVE ASSOCIATES, LTD., a Florida limited partnership, and they severally acknowledged before me that they executed such instrument as the free act and deed of said limited partnership.

WITNESS my hand and official seal at the County and State aforesaid, this day of *October*, 1987. **OCT 19 1987**

JACK B. BOSLOW, NOTARY PUBLIC  
PHILADELPHIA, PHILADELPHIA COUNTY  
MY COMMISSION EXPIRES NOV. 9, 1989  
Member, Pennsylvania Association of Notaries

*Jack B. Boslow*  
Notary Public  
[Notary Seal]

My Commission Expires:

STATE OF *Pennsylvania*  
COUNTY OF *Philadelphia*

BEFORE ME, the undersigned authority personally appeared *Jack Makransky* and *Thomas Frankel*, to me well known to be the persons who executed the foregoing instrument as President and Secretary, respectively, of CAPTAIN'S WAY AT ADMIRAL'S COVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and who severally acknowledged before me that they executed such instrument as such officers of said corporation, that the seal affixed thereto is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal at the County and State aforesaid, this day of *October*, 1987. **OCT 19 1987**

JACK B. BOSLOW, NOTARY PUBLIC  
PHILADELPHIA, PHILADELPHIA COUNTY  
MY COMMISSION EXPIRES NOV. 9, 1989  
Member, Pennsylvania Association of Notaries

*Jack B. Boslow*  
Notary Public  
[Notary Seal]

My Commission Expires:

CONSENT OF MORTGAGEE

WHEREAS, CONTINENTAL BANK ("Mortgagee") is the holder of a certain mortgage (the "Mortgage") dated February 27, 1987, recorded March 5, 1987, in Official Record Book 5196, page 0138 et seq., Public Records, Palm Beach County, Florida, which Mortgage is a first lien upon that certain 10.56 ± acre tract of ground which is described on Sheets 7 and 8 of 78 and that certain 3.60 ± acre tract of ground which forms a part of that certain 12.25 ± acre tract of ground described on sheets 47 and 48 of 78, both of Exhibit No. 1 to that certain Declaration of Condominium of Captain's Way at Admiral's Cove, a Condominium ("Declaration of Condominium"), to which this Consent of Mortgagee is attached, together with all improvements situate on said tract of ground (said tract of ground and improvements being hereinafter referred to as the "Property")

WHEREAS, Mortgagee is also the Assignee pursuant to that certain Assignment of Leases, Rents and Profits ("Assignment of Rents") dated February 27, 1987, recorded March 5, 1987, in Official Record Book 5196, page 0161 et seq., Public Records, Palm Beach County, Florida, which Assignment of Rents pertains to the Property;

WHEREAS, Mortgagee is also the holder of a collateral security interest ("Security Interest") in certain fixtures, appliances, machinery, inventories, materials, equipment, etc., installed in, attached to, or situate upon the Property, said Security Interest being evidenced and perfected by certain financing statements filed contemporaneously with the recording of the Mortgage in Official Record Book 5196, page 0180 et seq., Public Records, Palm Beach County, Florida, and in the Office of the Secretary of State of Florida; and

WHEREAS, Admiral's Cove Associates, Ltd., a Florida limited partnership, intends to submit a portion of the Property located in Phase I (the "First Portion of the Phase I Property") and a portion of the Property located in Phase II (the "First Portion of the Phase II Property") to the condominium form of ownership pursuant to the Condominium Act of the State of Florida, Florida Statutes, Chapter 718 ("Condominium Act") by recording the Declaration of Condominium.

NOW, THEREFORE, for good and valuable consideration, and intending to be legally bound hereby, Mortgagee agrees and declares as follows:

1. Mortgagee does hereby consent to the submission of the Property to the provisions of the Condominium Act by the aforesaid Declaration of Condominium pursuant to all of the provisions, terms and conditions therein contained.
2. Mortgagee does hereby subordinate the liens and operation of the Mortgage, the Assignment of Rents, and the Security Interest to the Declaration of Condominium, and the parties hereby agree that the Mortgage, Assignment of Rents, and Security Interest shall hereafter be liens upon, and operate upon the First Portion of the Phase I Property and First Portion of Phase II Property, including, without limitation, each and every condominium unit created by the Declaration of Condominium together with their respective undivided shares in

the Common Elements, unless subsequently released by Mortgagee. Mortgagee agrees that in the event of default under the Mortgage and of foreclosure sale of the Property or any portion thereof, the purchaser at any such foreclosure sale shall purchase and receive title to the First Portion of the Phase I Property and First Portion of Phase II Property or any portion thereof, under and subject to all the provisions, terms and conditions of the Declaration of Condominium and the covenants therein contained; provided, however, that nothing contained herein shall impair or diminish the priority of the lien of the Mortgage, Assignment of Rents, and Security Interest on the condominium units..

3. By hereby subordinating the liens and operation of the Mortgage, Assignment of Rents, and Security Interest to the Declaration of Condominium, Mortgagee does not undertake or assume any of the obligations or responsibilities of Developer or of any owner of a condominium unit..

4. All of the terms and conditions of the Mortgage, Assignment of Rents and Security Interest not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent this 5th day of October, 1987.

WITNESSES:

CONTINENTAL BANK, a Pennsylvania, banking corporation

(1)

By:

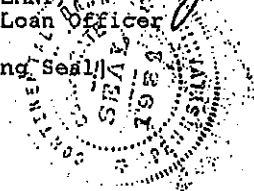
Gerald K. Hutchison  
GERALD K. HUTCHISON,  
Senior Vice President

(2)

Attest:

Robert E. Delany  
ROBERT E. DELANY,  
Real Estate Loan Officer

Corporate Banking Seal



STATE OF PENNSYLVANIA

:

SS

COUNTY OF PHILADELPHIA

:

The foregoing instrument was acknowledged before me this day of October, 1987, by GERALD K. HUTCHISON and ROBERT E. DELANY, respectively, as Senior Vice President and Real Estate Loan Officer of CONTINENTAL BANK, a Pennsylvania banking corporation, on behalf of said corporation.

Kathleen K. Traten  
Notary Public

[Notarial Seal]

My Commission Expires:

KATHLEEN K. TRATEN  
Notary Public, Phila., Phila. Co.  
My Commission Expires Sept. 18, 1989

Exhibit No. "1"  
To the Declaration of Condominium of  
Captain's Way At Admiral's Cove, A Condominium

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Bentz Mark Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

Amended 30 - October - 1987

P-4400

Sheet 1 of 78

THIS COPY IS FOR THE ARCHIVE

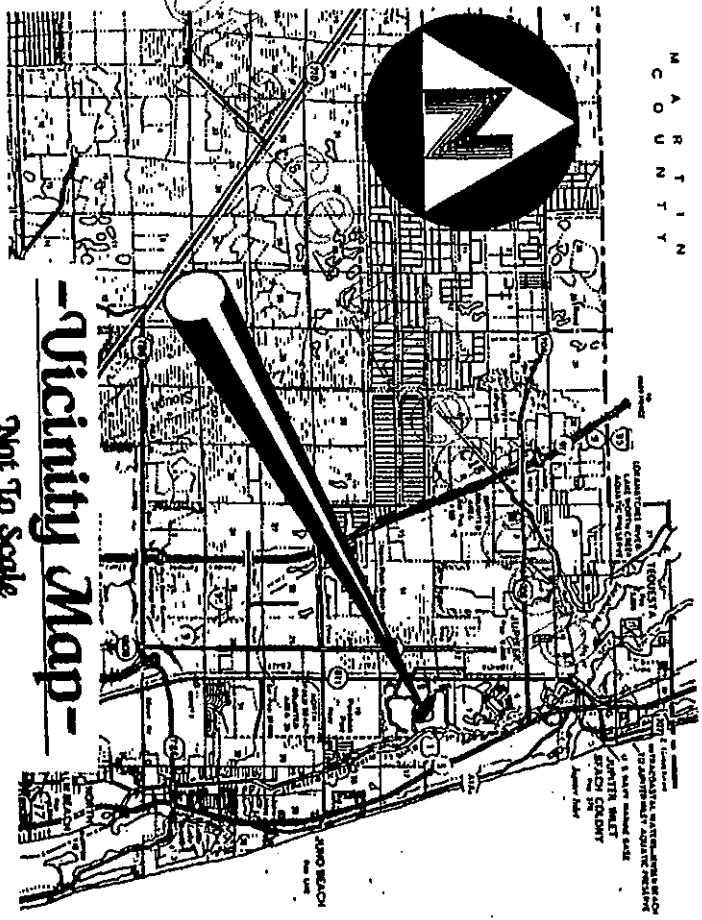




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Exhibit No. "1"  
To the Declaration of Condominium of  
**Captain's Way At Admiral's Cove, A Condominium**

M A R T I N  
C O U N T Y



-Vicinity Map-

Not To Scale

Sheet 3 of 78

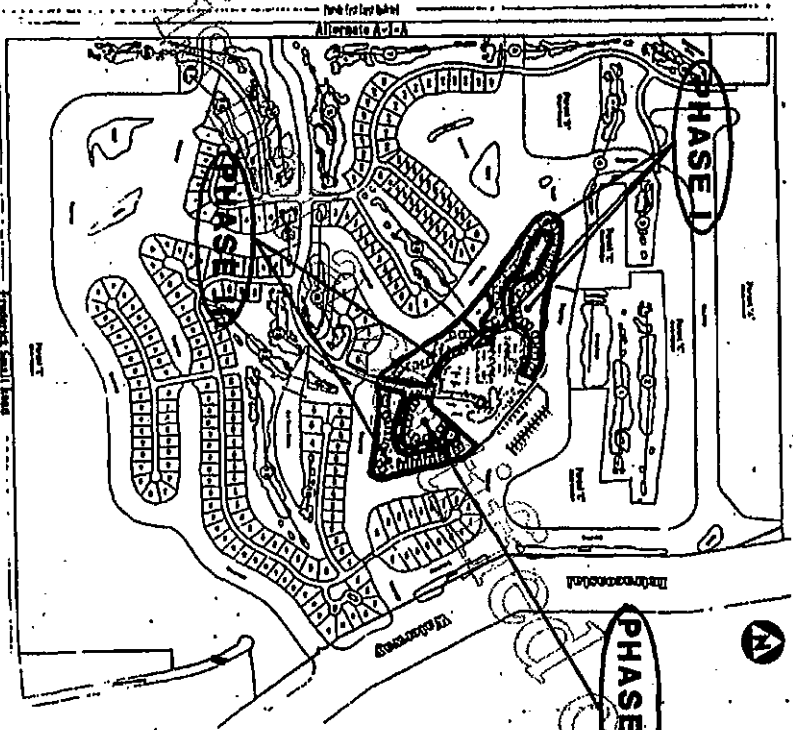
Bench Mark Land Surveying & Mapping, Inc. 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

Amended 30 - October - 1987

P-4400

THIS

Exhibit No. 1  
To the Declaration of Condominium of  
Captain's Way At Admiral's Cove, A Condominium



-Location Map-

Not To Scale

Sheet 4 of 78

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Amended 30 - October - 1987

SP-4400

# Exhibit No. "1" To the Declaration of Condominium of Captain's Way At Admiral's Cove, A Condominium

## Surveyor's Notes:

State of Georgia )  
County of Spalden ) ss

Special notes specific to the location of the condominium units and location of the common and limited common elements for all units.

1. Captain's Way At Admiral's Cove, a Condominium, is being submitted to the Condominium Act by this declaration of Condominium; accordingly, dimensions and locations of improvements are given on an "as built" basis.
2. The elevation of the benchmark, floor, and ceiling are expressed in National Geodetic Vertical Datum (N.G.V.D.), where 0.00 feet is equal to Mean Sea Level (M.S.L.), and are delineated in feet and decimal equivalents thereof.
3. All interior angles of the Condominium units are 45° 00' 00" or 90° 00' 00", unless otherwise noted.
4. All wall thicknesses are 0.40 feet or 0.80 feet, unless otherwise noted.

### Legend:

- Delineates the boundary of a Condominium unit.
- Delineates a common element.
- Delineates a limited common element.

Sheet 5 of 78

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Amended 30 - October - 1987

P-4400

Exhibit No. "1"

### To The Declaration of Condominium Of

# Captain's Way At Admiral's Cove, A Condominium

## Surveyor's Certification:

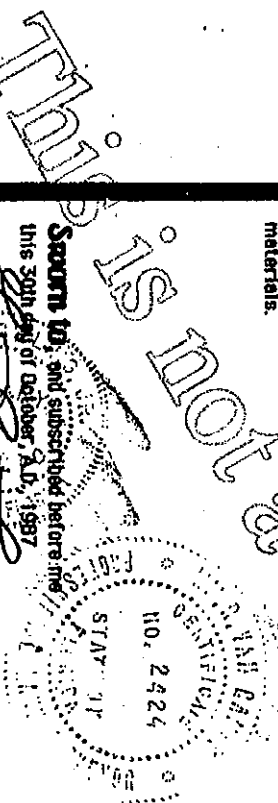
State of Florida )  
County of Palm Beach ) ss

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared Wm. R. Van Campen, R.L.S., who, after being duly cautioned and sworn, depose and say as following:

1. That he is a duly registered surveyor under the laws of the State of Florida, being Registered Land Surveyor number 2424.
2. That the construction of the improvements to ~~construct~~ Captain's Way At Admiral's Cove, a Condominium, Phase 1, Buildings 6, 8, 15, 17, 24, 26, and 27, including, but not limited to, landscaping, utility services, access to units, and common element facilities, is substantially complete so that the materials which comprise this Exhibit No. X to the Declaration of Condominium of Captain's Way At Admiral's Cove, a Condominium, Phase 1 Buildings 6, 8, 15, 17, 24, 26, and 27, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of said Condominium and each unit of the Condominium can be determined from said materials.

Further affidavit sought sought:

By: *William R. Van Campen*  
Wm. R. Van Campen, R.L.S.  
Florida certificate number 2424



Sworn to, and subscribed before me

this 30th day of October, A.D., 1987

*Gene D. Bowling, Jr.*  
Gene D. Bowling, Jr. Notary Public,  
My commission expires 12-31-1991

Bench Mark Civil Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

Sheet 6 of 78

Amended 30 - October - 1987

P-4400

Exhibit No. "1"  
To the Declaration of Condominium of  
**Captain's Way At Admiral's Cove, A Condominium**

**Legal Description:**

(Phase 1, Captain's Way At Admiral's Cove, A Condominium)

all of Tracts "Three" and "Six", Reg'd of Fideicomiso Island At Admiral's Cove, according to the Plat thereof, as recorded in Plat Book 56, Pages 85 through 87, Inclusive, Public Records, Palm Beach County, Florida.

Containing 10.61 acres, more or less.

Subject to easements, reservations, restrictions and rights-of-way of record.

Sheet 7 of 78

Bench Mark, Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

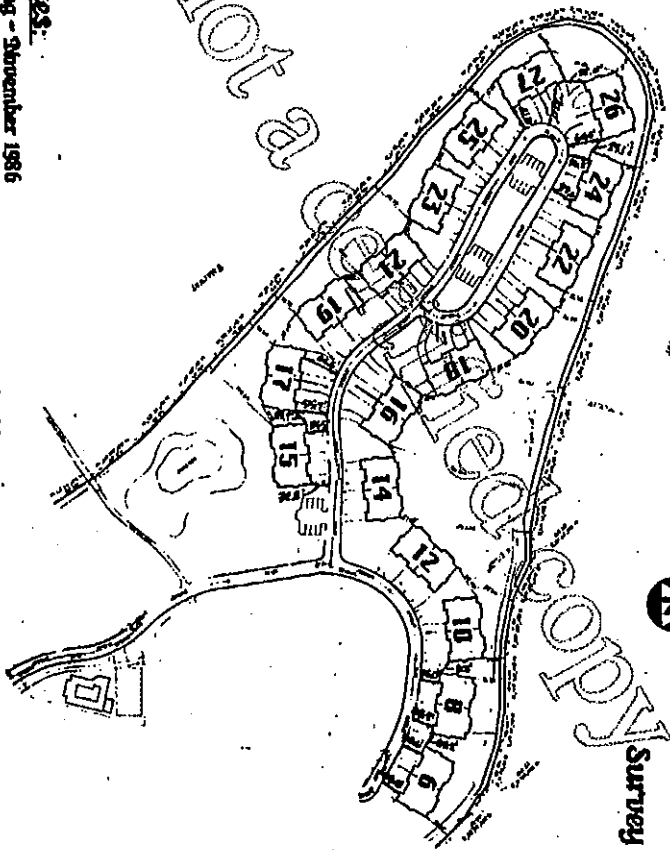
Amended 30 - October - 1987

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Exhibit No. "1"  
To the Declaration of Condominium of  
**Captain's Way At Admiral's Cove, A Condominium**



Graphic Scale In Feet: 1"=200'  
Survey / Plot Plan - Phase 1

**General Notes:**

1. Date of Drawing - September 1986
  2. All buildings shown herein are residential condominium buildings.
  3. Height of one story buildings - approximately 27.0 feet.
  4. Height of two story buildings - approximately 33.0 feet.
- Bench Mark Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

Sheet 8 of 78

Amended 30 - October - 1987

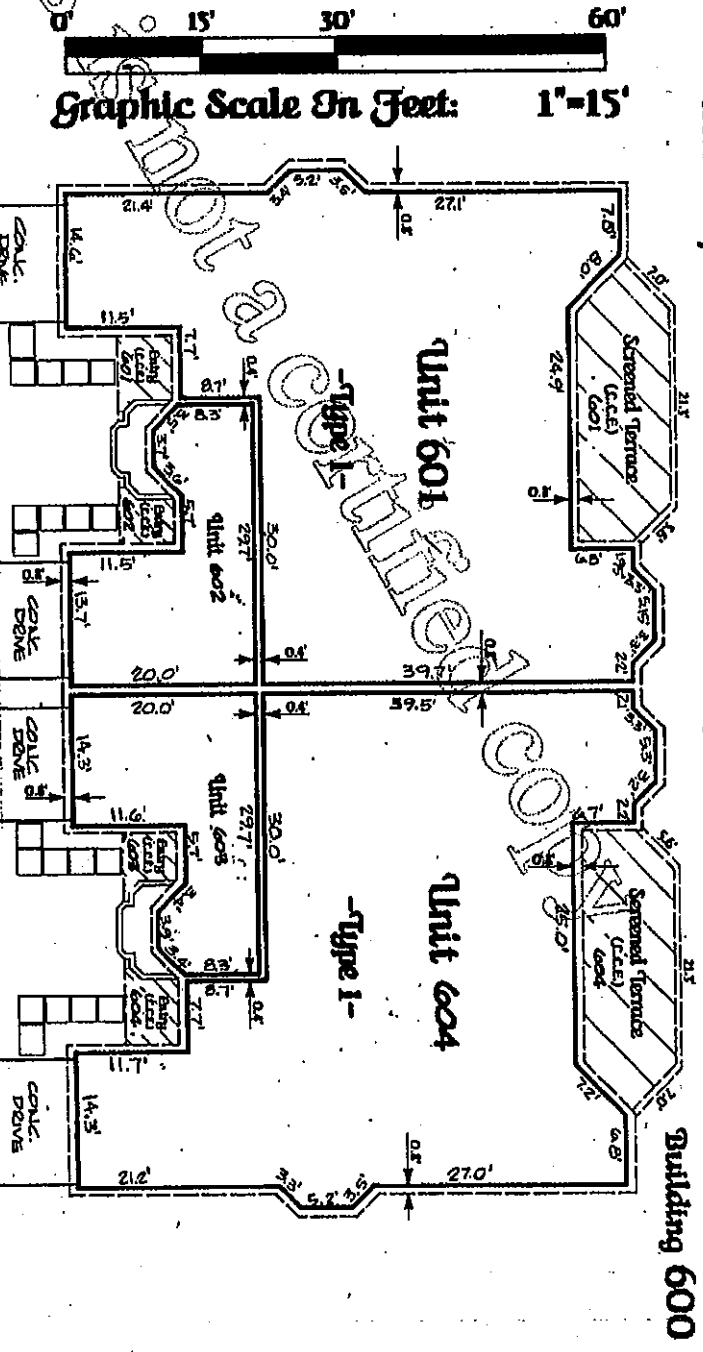
P-4400



# To the Declaration of Condominium of Captain's Way At Admiral's Cove, A Condominium Location of Condominium Units and Location of Common and Limited Common Elements

Exhibit No. "1"

Graphic Scale In Feet: 1"=15'



Graded Floor Elevations: 579.0'  
Graded Ceiling Elevations: 19.00'  
Bench Mark: Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

See Sheet 10 of 78  
For Additional Information Concerning  
Units 602 and 603

Sheet 9 of 78

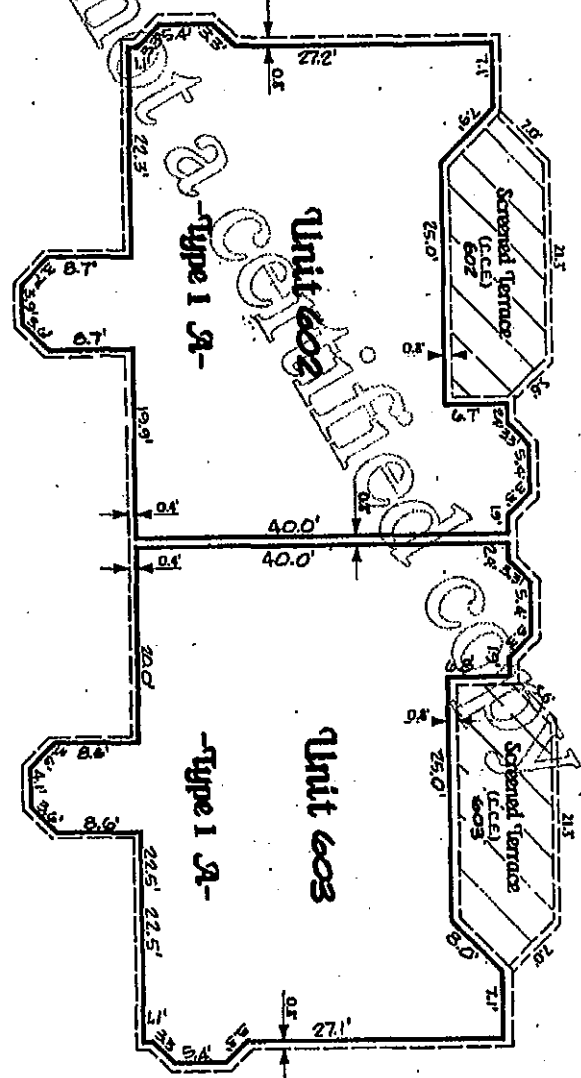
Amended 30 - October - 1987

P-4400



**To the Declaration of Condominium of  
Captain's Way At Admiral's Cove, A Condominium**  
Location Of Condominium Units And Location Of Common And Limited Common Elements

**Building 600**



See Sheet 9 of 78  
For Additional Information Concerning  
Units 602 and 603

**Sheet 10 of 78**

Standard Floor Elevations: 19.80'  
Standard Ceiling Elevations: 27.90'  
Bench Mark Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

Amended 30 - October - 1987

P-4400





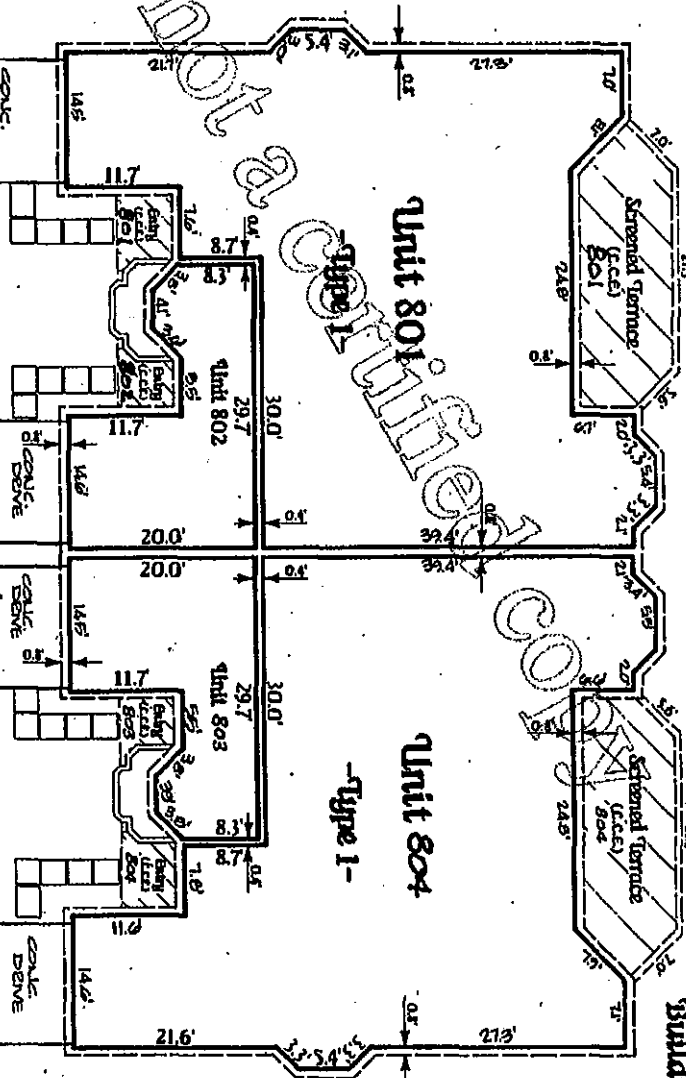
# To The Declaration of Condominium of Captain's Cove, A Condominium

Location Of Condominium Units And Location of Common And Limited Common Elements

Building 800

Graphic Scale In Feet: 1"=15'

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Standard Floor Elevations: 900  
Standard Ceiling Elevations: 1810  
Bench Mark Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

Sheet 11 of 78

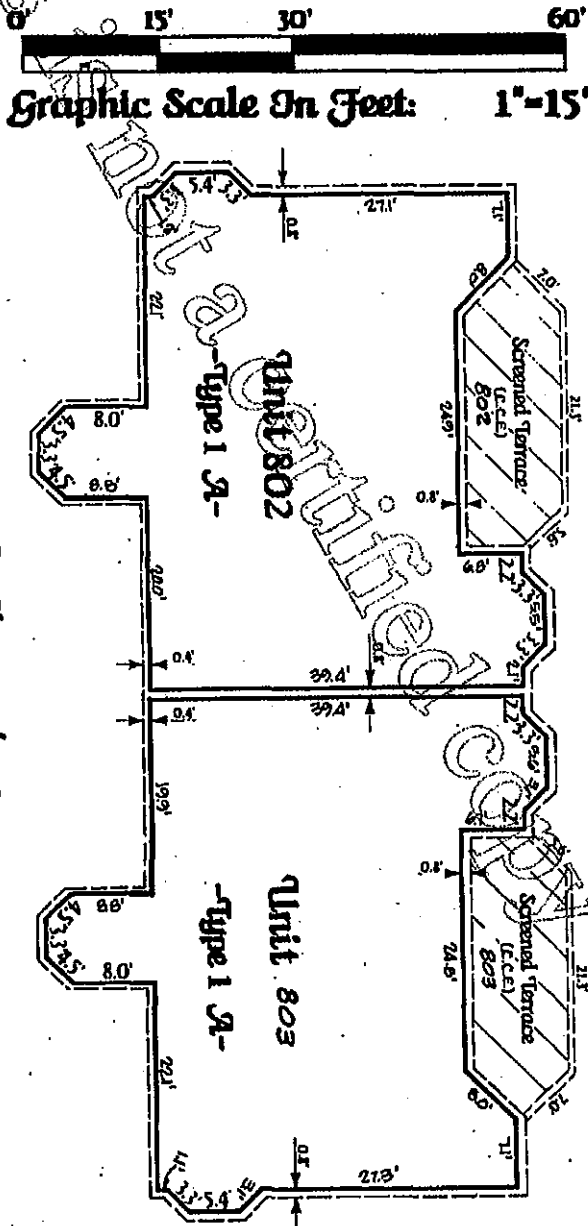
See Sheet 12 of 78  
For Additional Information Concerning Units 802 and 804

Amended 30 - October - 1987

TP-4400



Exhibit No. 1  
To the Declaration of Condominium of  
**Captain's Way At Admiral's Cove, A Condominium**  
Location of Condominium Units And Location of Common And Limited Common Elements  
Building 800



Trinity

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See Sheet 11 of 78  
For Additional Information Concerning  
units 802 And 803

Sheet 12 of 78

Finished Floor Elevations: 19.70  
Finished Ceiling Elevations: 27.80  
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Revised 30 - October - 1987

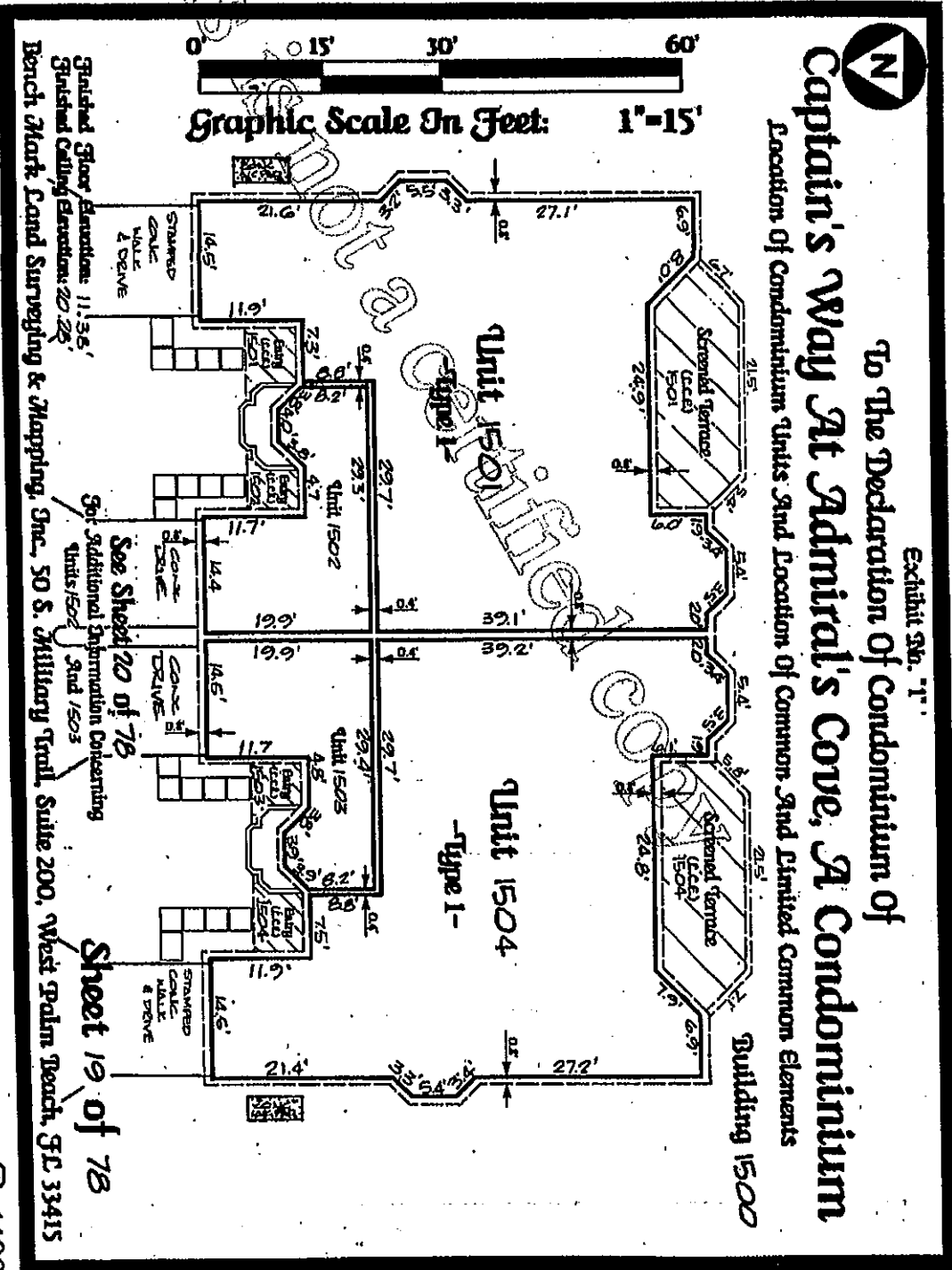
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# Captain's Way At Admiral's Cove, A Condominium

Location Of Condominium Units And Location Of Common And Limited Common Elements

Exhibit No. "1"  
To The Declaration Of Condominium Of



Amended 30 - October - 1987

Finished Floor Elevations: 11.36'  
Finished Ceiling Elevations: 20.28'  
Bench Mark Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

See Sheet 20 of 78  
For Additional Information Concerning  
Units 1502 and 1503

Sheet 19 of 78

T-4400

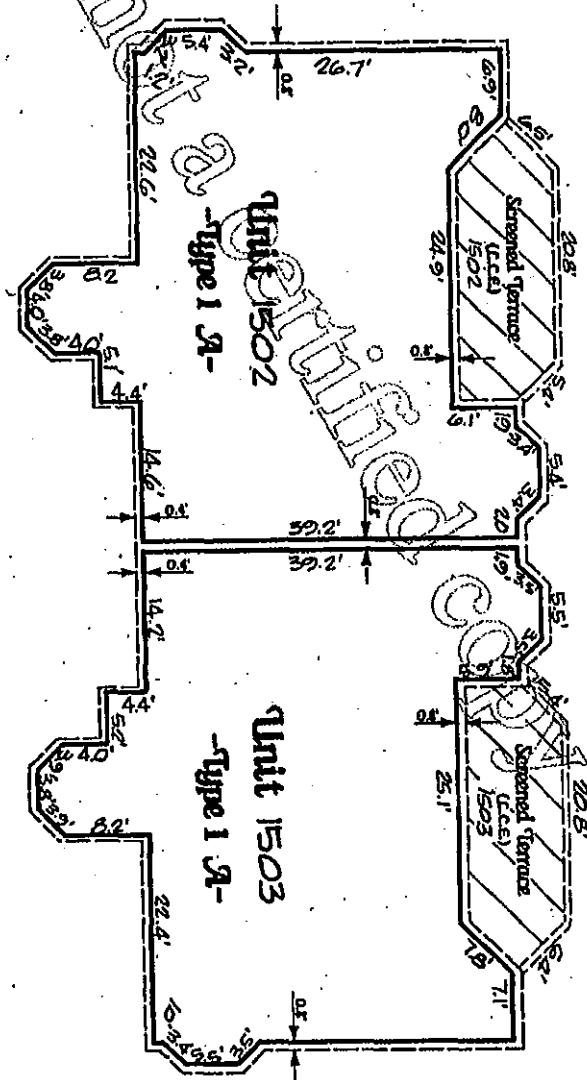


# To the Declaration of Condominium of Captain's Way At Admiral's Cove, A Condominium

Location of Condominium Units and Location of Common and Limited Common Elements

Building 1500

Graphic Scale In Feet: 1"=15'



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See Sheet 19 of 78  
For Additional Information Concerning  
Units 1502 and 1503

Sheet 20 of 78

Finished Floor Elevation: 22.03'  
Finished Ceiling Elevation: 30.08'  
Bench Mark Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

Amended 30 - October - 1987

P-4400



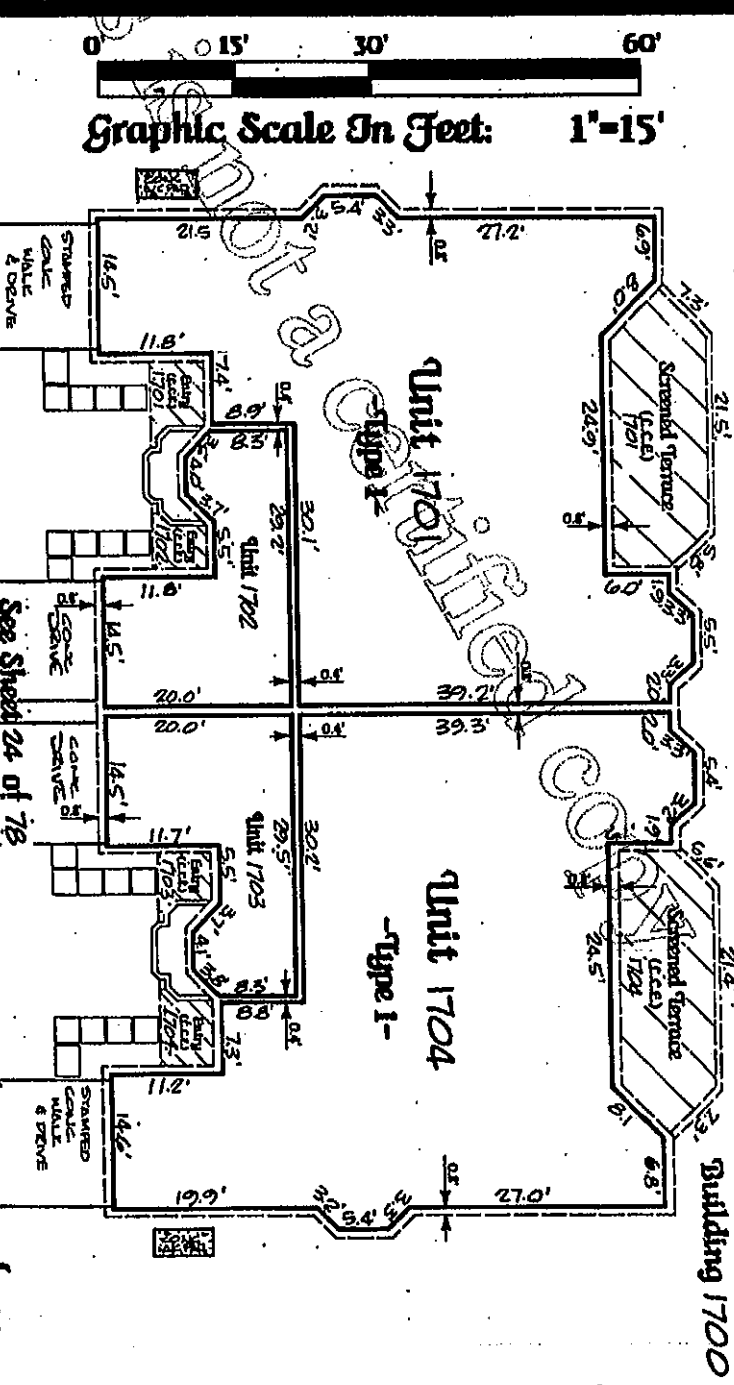
# To The Declaration of Condominium of

# Captain's Way At Admiral's Cove, A Condominium

Location Of Condominium Units And Location Of Common And Limited Common Elements

Exhibit No. "1"

Graphic Scale In Feet: 1"=15'



Graded Floor Elevation: 10.61'  
 Graded Ceiling Elevation: 10.46'  
 Bench Mark Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

See Sheet 24 of 78  
 For additional information concerning  
 Units 1702 and 1703

Sheet 23 of 78

Amended 30 - October - 1987

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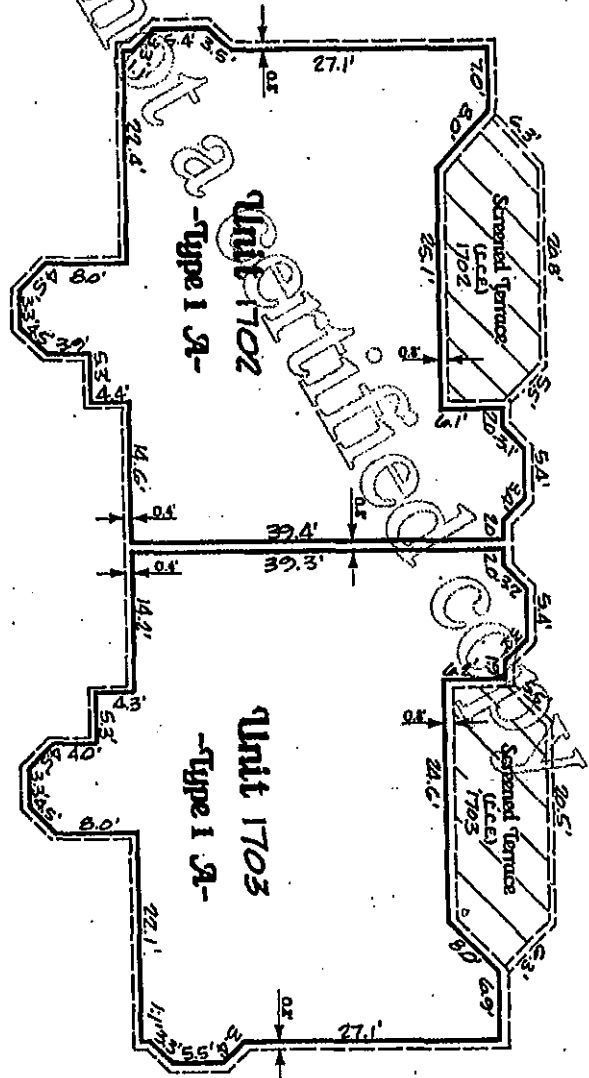


# To the Declaration of Condominium of Captain's Way At Admiral's Cove, A Condominium Location Of Condominium Units And Location Of Common And Limited Common Elements

Exhibit No. "1"

Building 1700

Graphic Scale In Feet: 1"=15'



See Sheet 23 of 78  
For Additional Information Concerning  
Units 1702 and 1703

Sheet 24 of 78

Statified Floor Elevation: 21.32'  
Gridded Ceiling Elevation: 23.37'  
Bench Mark Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

Amended 30 - October - 1987

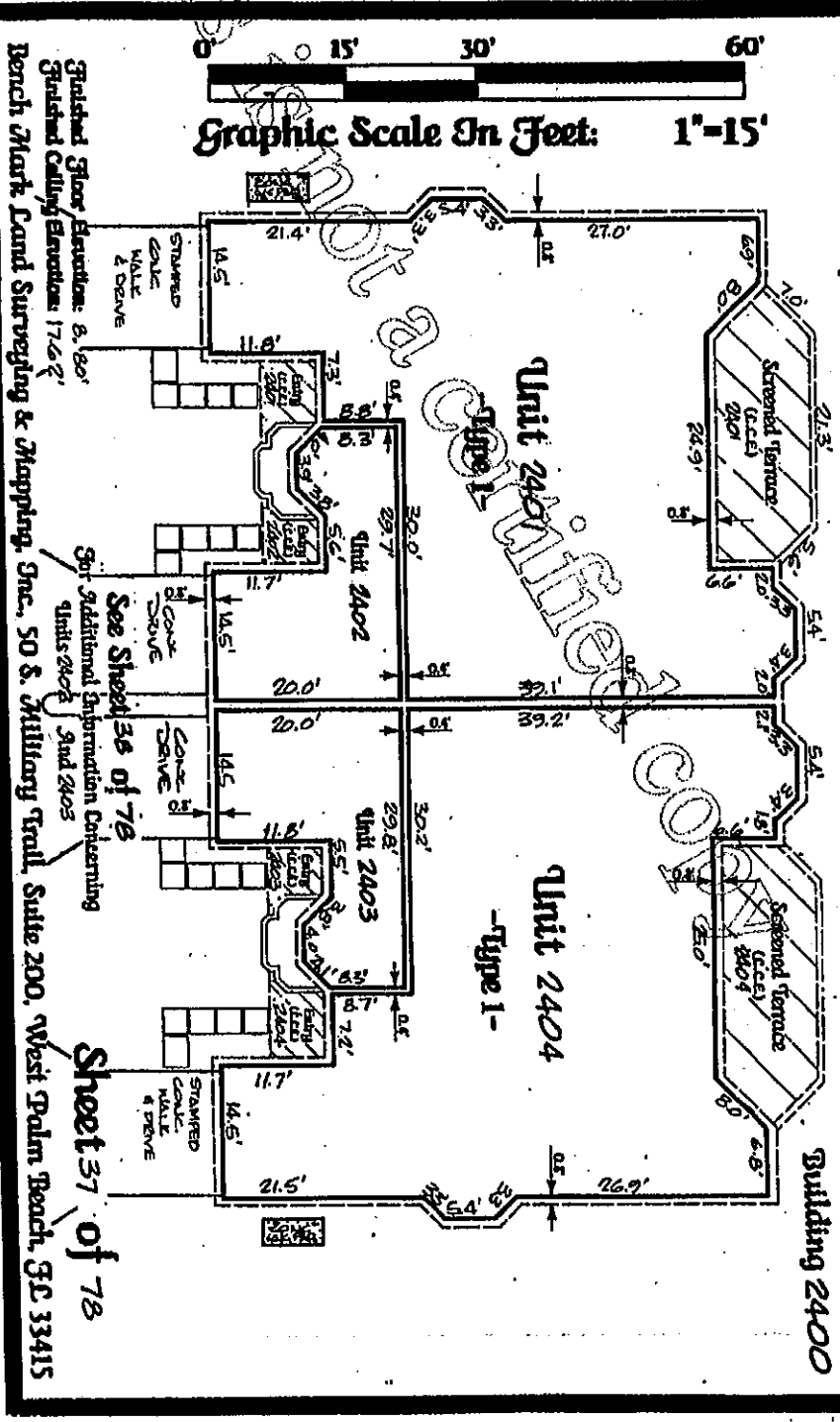
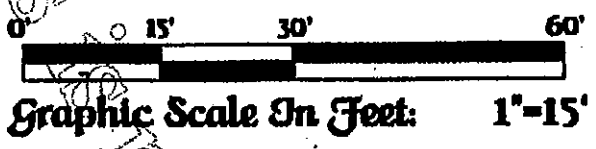
P-4400



# To the Declaration of Condominium of Captain's Way At Admiral's Cove, A Condominium

Location of Condominium Units And Location of Common And Limited Common Elements

Exhibit No. '1'



Amended 30 - October - 1987

Finished Floor Elevation: 8.80'  
Finished Ceiling Elevation: 17.62'  
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See Sheet 36 of 78  
For Additional Information Concerning Units 2402 and 2403

Sheet 37 of 78

P-4400

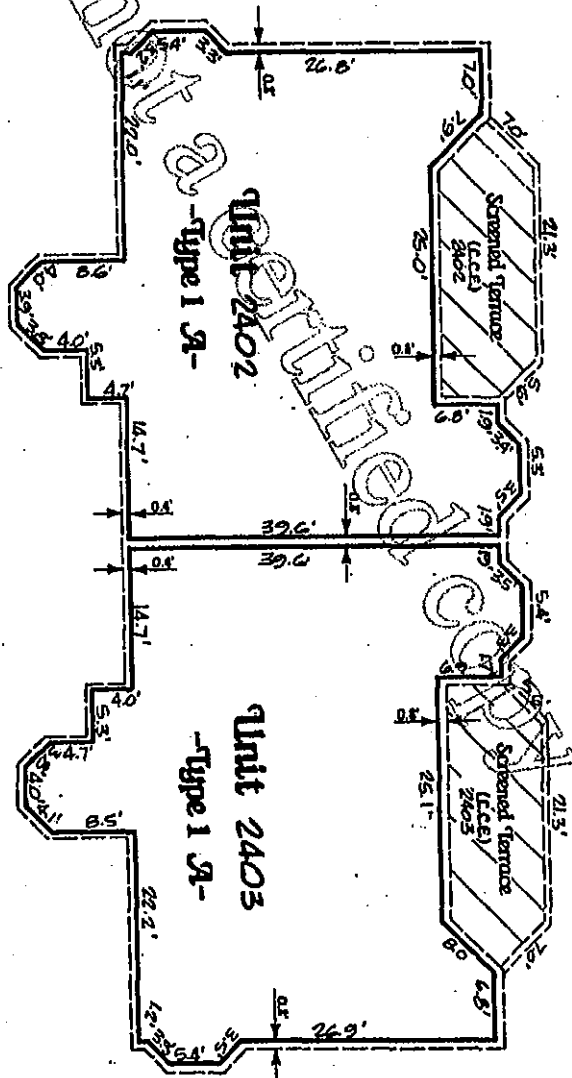


Exhibit No. 1  
To The Declaration of Condominium of

**Captain's Way At Admiral's Cove, A Condominium**

Location of Condominium Units and Location of Common and Limited Common Elements

Building 2400



See Sheet 37 of 78  
For Additional Information Concerning  
Units 2402 and 2403

Sheet 38 of 78

Finished Floor Elevation: 19.55'  
Finished Ceiling Elevation: 71.57'  
Bench Mark Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

Amended 30 - October - 1987

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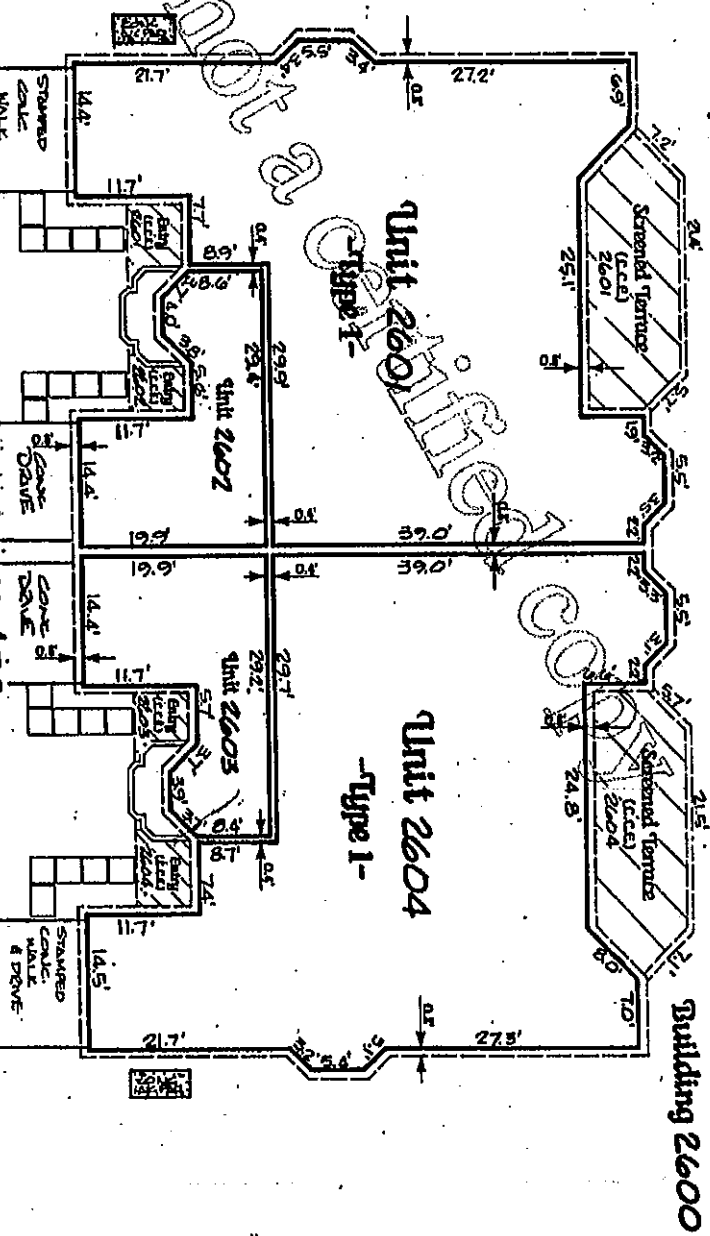
Exhibit No. "1"  
To the Declaration of Condominium of

**Captain's Way At Admiral's Cove, A Condominium**

Location of Condominium Units And Location of Common And Limited Common Elements



This is a preliminary drawing and is not to be used for construction purposes.



Finished Floor Elevations: 9.34  
Finished Ceiling Elevations: 13.16

90° Additional Information Concerning Units 2602 and 2603  
See Sheet 42 of 78  
See Sheet 41 of 78

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Amended 30 - October - 1987  
P-4400

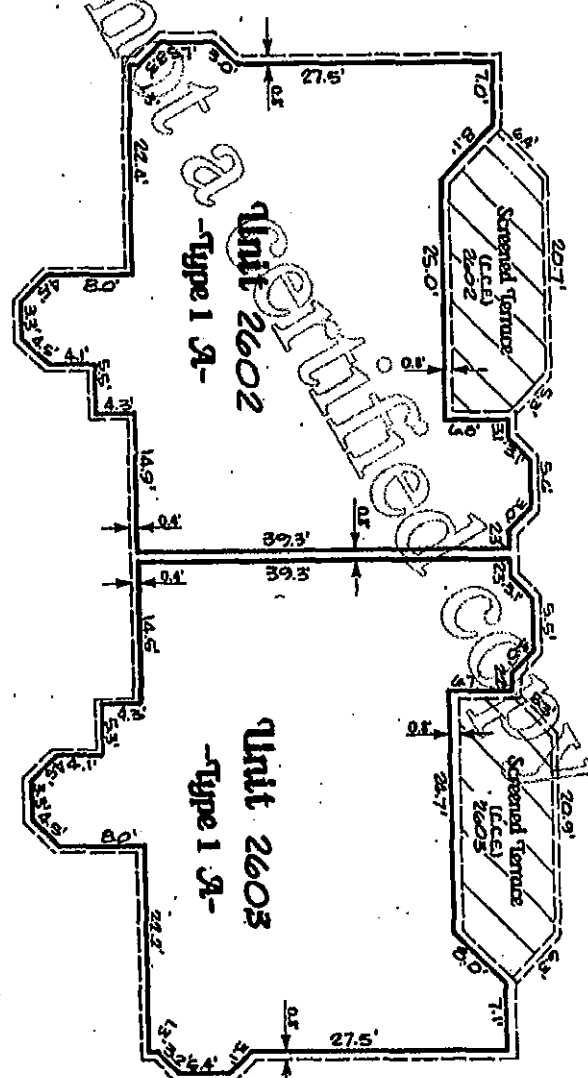
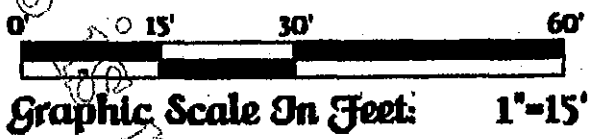


Exhibit No. "1"  
To The Declaration of Condominium of

Captain's Way At Admiral's Cove, A Condominium

Location of Condominium Units And Location of Common And Limited Common Elements

Building 2600



See Sheet 41 of 78  
For Additional Information Concerning  
Units 2602 and 2603

Sheet 42 of 78

Finished Floor Elevation: 22.09  
Finished Ceiling Elevation: 28.11  
Bench Mark Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

Amended 30 - October - 1987

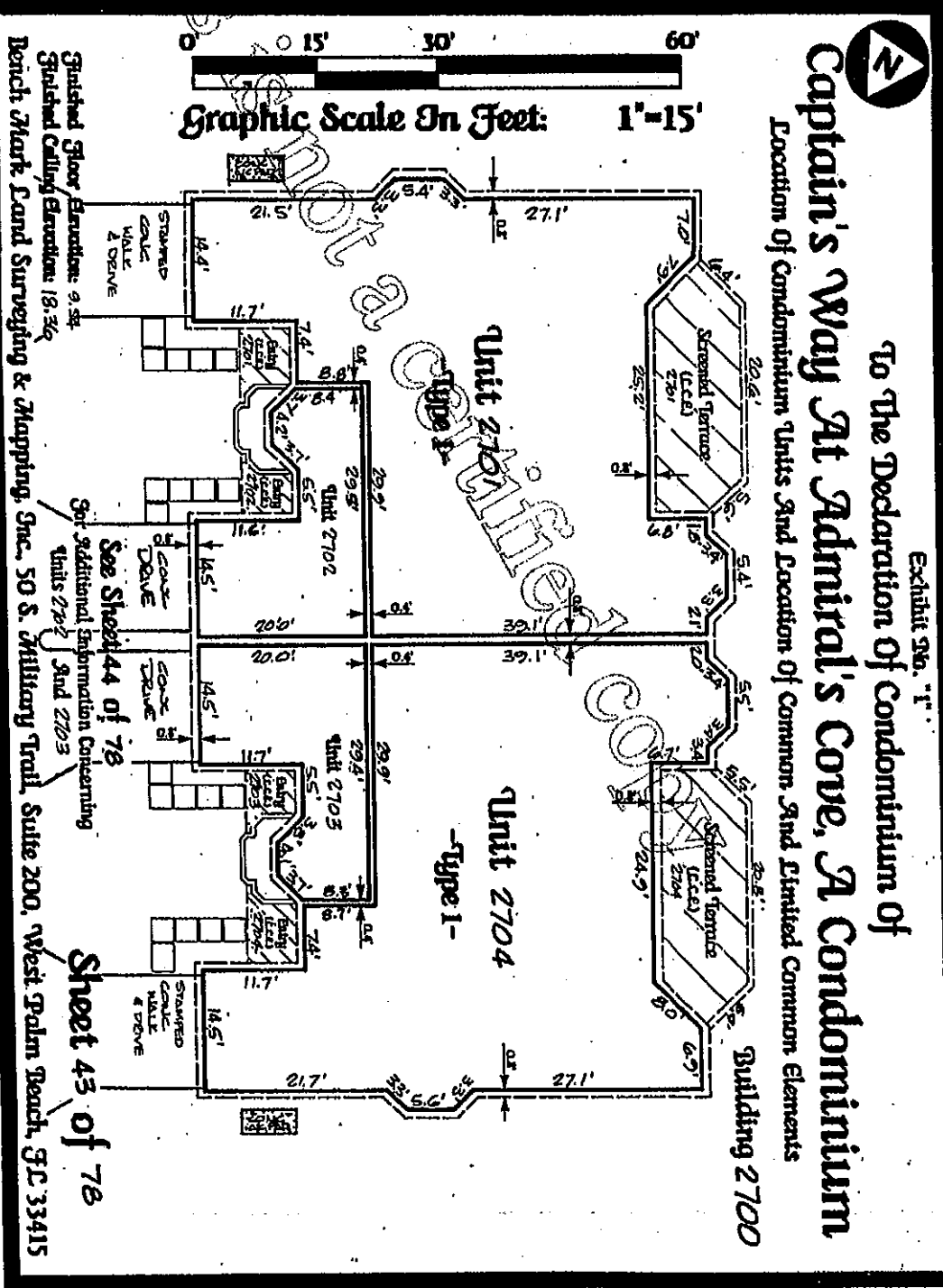
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# Captain's Way At Admiral's Cove, A Condominium

Location of Condominium Units And Location of Common And Limited Common Elements

Exhibit No. "1"  
To the Declaration of Condominium of



Amended 30 - October - 1987

Finished Floor Elevations: 9.54'  
Finished Ceiling Elevations: 18.34'

See Sheet 44 of 78  
For Additional Information Concerning  
Units 2702 and 2703

Sheet 45 of 78

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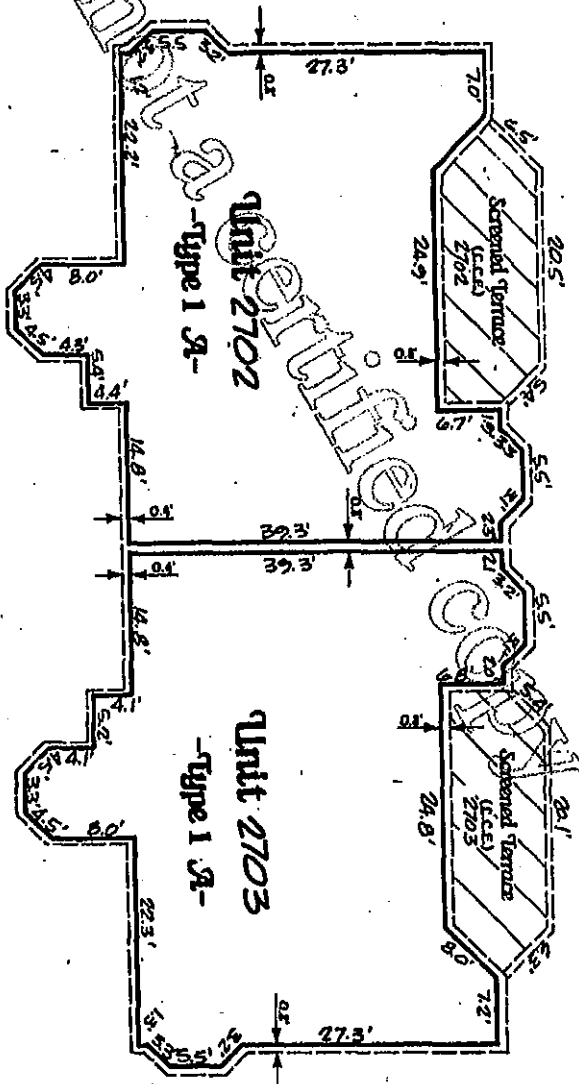
P-4400



Exhibit No. 1  
To the Declaration of Condominium of  
Captain's Way At Admiral's Cove, A Condominium

Location Of Condominium Units And Location Of Common And Limited Common Elements

Building 2700



See Sheet 43 of 76  
For Additional Information Concerning  
Units 2702 And 2703

Sheet 44 of 76

Finished Floor Elevations: 20.02  
Finished Ceiling Elevations: 25.31  
Bench Mark Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

Amended 30 - October - 1987

P-4400

Exhibit No. "1"  
To the Declaration of Condominium of  
**Captain's Way At Admiral's Cove, A Condominium**

**Surveyor's Certification:**

State of Florida )  
                          )  
                          ss  
County of Palm Beach)

Before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared Wm. R. Van Campen, R.L.S., who after being duly cautioned and sworn, deposes and says as follows:

1. That he is a duly Registered Land Surveyor under the laws of the State of Florida, being Surveyor Number 2424.
2. That the construction of the improvements to comprise Captain's Way At Admiral's Cove, a Condominium, Phase 11, Buildings 38, 40, 42, 44 and 46, including, but not limited to, landscaping, utility services, access, to rights, and common element facilities, is substantially complete so that the materials which comprise this Exhibit No. 1 to the Declaration of Condominium of Captain's Way At Admiral's Cove, a Condominium, Phase 11, Buildings 38, 40, 42, 44 and 46, together with the provisions of said Declaration of Condominium describing the Condominium property, are an accurate representation of the location and dimensions of said Condominium and each unit of the Condominium can be determined from said materials.

Further of Wm. R. Van Campen request:

By: *Wm. R. Van Campen*  
Wm. R. Van Campen, R.L.S.  
Florida certificate number 2424

Surveyor met and signed before me this 30 day of October, 1987

Gene D. Dowling, Jr., Notary Public, State of Florida, At Large,  
My commission expires 26 February 1991

Sheet 46 of 78

Bench Mark Land Surveying & Mapping, Inc. 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

Amended 30 - October - 1987

P-4400

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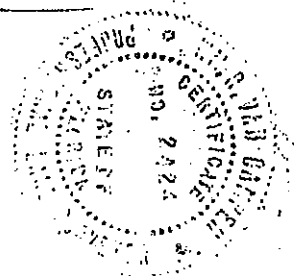


Exhibit No. 1  
To the Declaration of Condominium of  
**Captain's Way At Admiral's Cove, A Condominium**

**Legal Description:**

(Phase 2, Captain's Way At Admiral's Cove, A Condominium)

**All of Tracts "One", "Two" and "Three",** <sup>Baylet Or Quabusee Island At Admiral's Cove, according to the Plat thereof, as recorded in Plat Book 58, Pages 85 through 87, inclusive, Public Records, Palm Beach County, Florida.</sup>

**Containing 11.25 acres, more or less.**

**Subject to easements, reservations, restrictions and rights-of-way of record.**

Sheet 47 of 78

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Amended 30 - October - 1987

P-4400

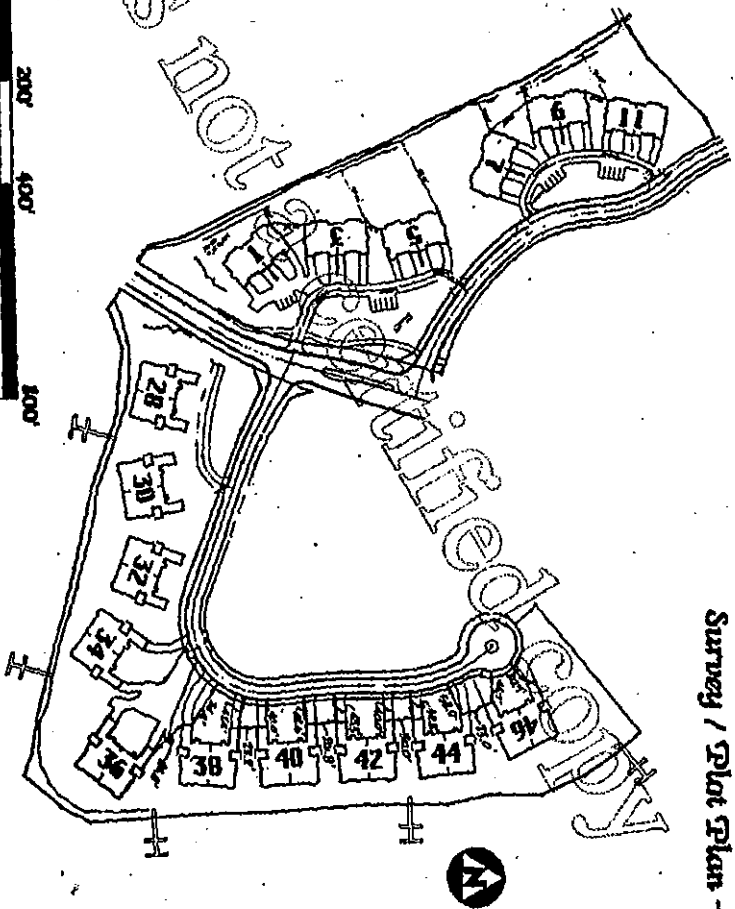
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# Captain's Way At Admiral's Cove, A Condominium

Exhibit No. 1  
To The Declaration Of Condominium Of

Survey / Plat Plan - Phase 2



Graphic Scale In Feet: 1"=200'

Bench Mark Land Surveying & Mapping, Inc., 50 S. Milling Trail, Suite 200, West Palm Beach, FL 33415

Sheet 48 of 78

Revised 30 - October - 1987

SP-4400

**General Notes:**

1. Date Of Drawing - November 1986
2. All buildings shown hereon are residential condominium buildings.
3. Height of one story buildings - approximately 27.0 feet.
4. Height of two story buildings - approximately 33.0 feet.

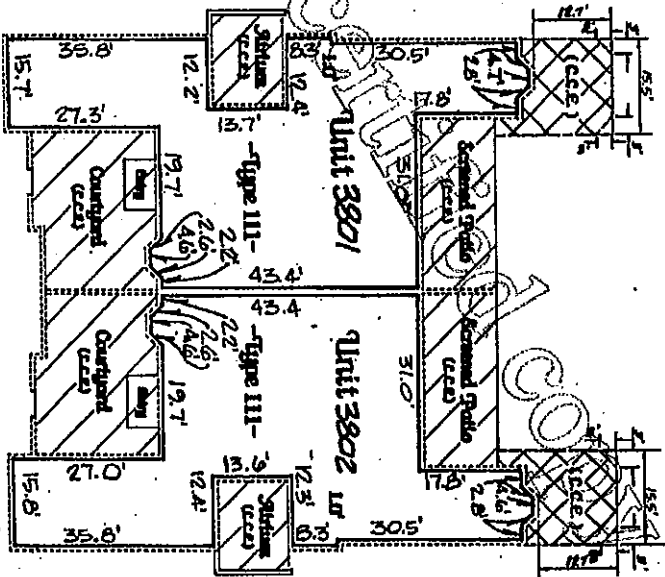
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Exhibit No. 1  
To The Declaration of Condominium of

**Captain's Way At Admiral's Cove, A Condominium**

Location of Condominium Units and Location of Common and Limited Common Elements



Building 3800

Sheet 66 of 78

Standard Floor Elevations: 9.08  
Standard Ceiling Elevations: 18.08  
Bench Mark: Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

Amended 30 - October - 1987

P-4400



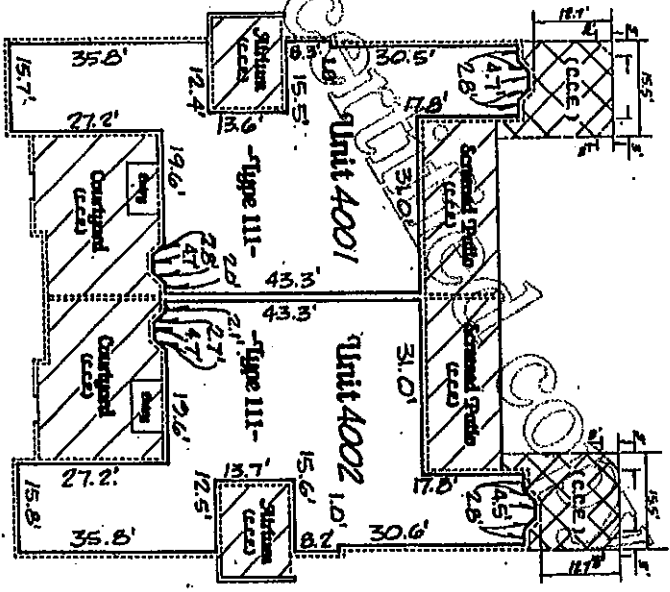
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# To The Declaration of Condominium of Captain's Way At Admiral's Cove, A Condominium Location of Condominium Units And Location of Common And Limited Common Elements

Exhibit No. 1'

Building 4000



Sheet 67 of 78

Standard Star Elevator: 8-9-85  
Standard Ceiling Elevator: 7-9-85  
Beach Mark Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

Amended 30 - October - 1987

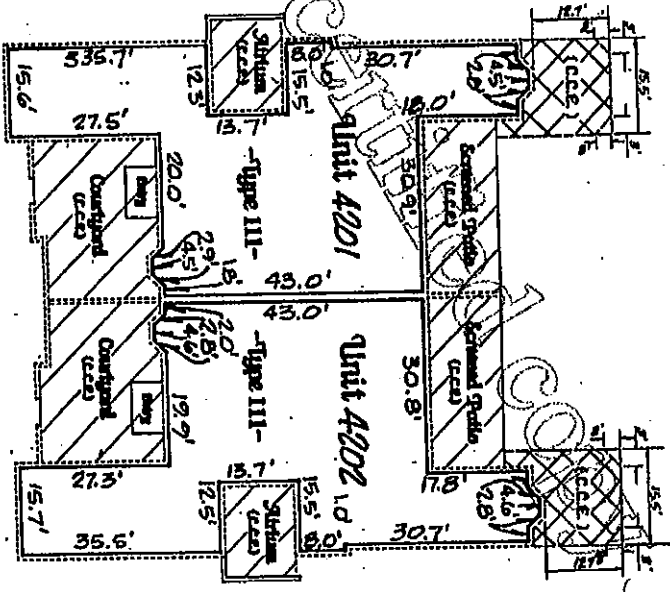
P-4400



Exhibit No. '1'  
To the Declaration of Condominium of

**Captain's Way At Admiral's Cove, A Condominium**

Location of Condominium Units and Location of Common and Limited Common Elements



Building 4200

Sheet 68 of 78

Quitted State Easement 9.00  
Quitted Calling Easement 17.93  
Bench Mark Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

Amended 30 - October - 1987

P-4400

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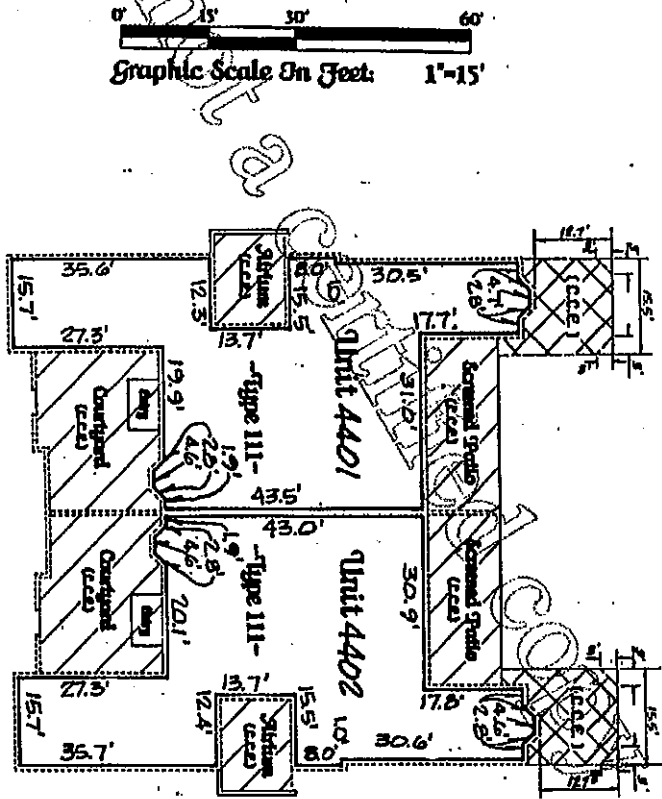


Exhibit No. "1"  
To The Declaration of Condominium of

# Captain's Way At Admiral's Cove, A Condominium

Location Of Condominium Units And Location Of Common And Limited Common Elements

Building 4400



Standard Floor Elevations: 8.95  
Standard Ceiling Elevations: 17.95

Bench Mark Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

Amended 30 - October - 1987

Sheet 69 of 78

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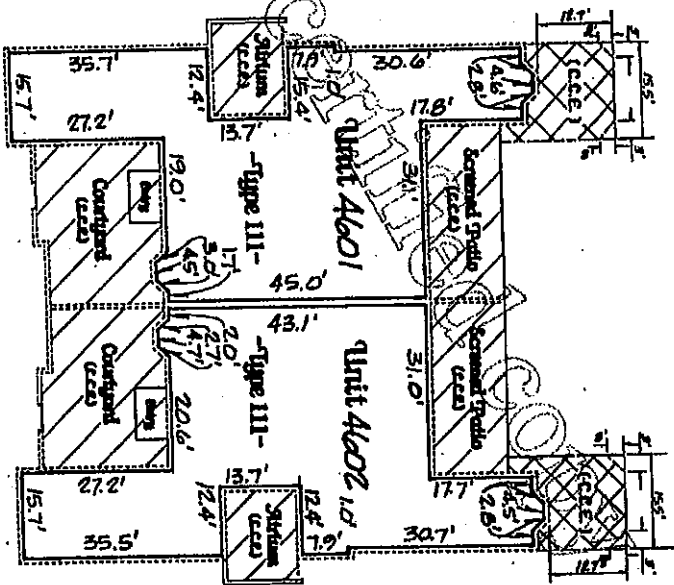
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**To the Declaration of Condominium of  
 Captain's Way At Admiral's Cove, A Condominium**  
 Location Of Condominium Units And Location Of Common And Limited Common Elements

Exhibit No. 1'

Building 4600



Graded Spot Elevation: 9.05  
 Graded Ceiling Elevation: 18.05  
 Bench Mark: Land Surveying & Mapping, Inc., 50 S. Military Trail, Suite 200, West Palm Beach, FL 33415

Sheet 70 of 78

Amended 30 - October - 1987

P-4400

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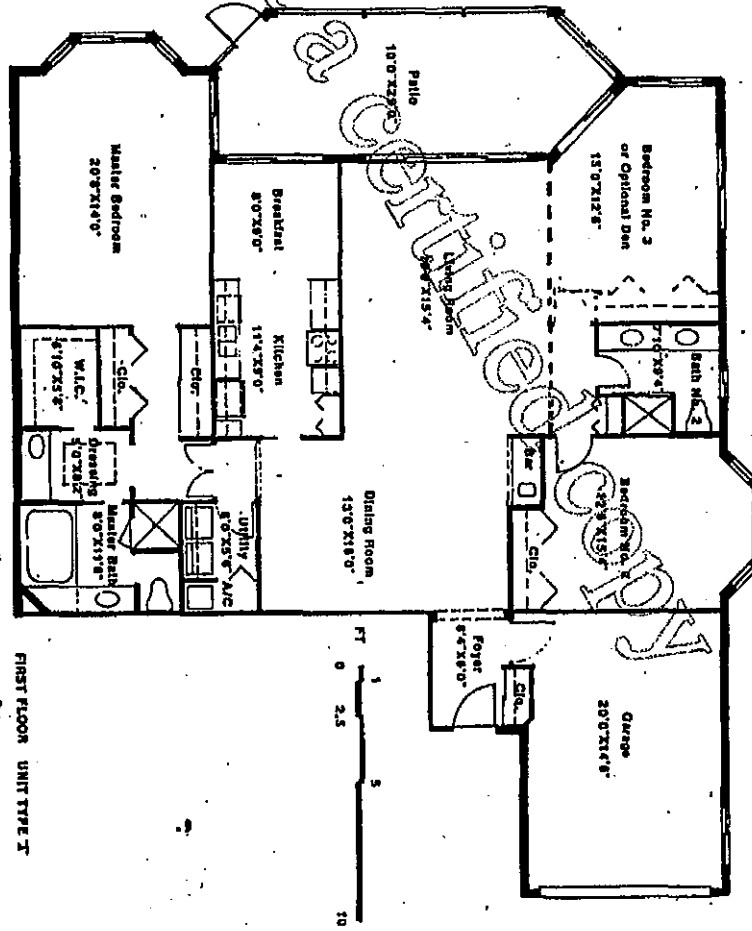
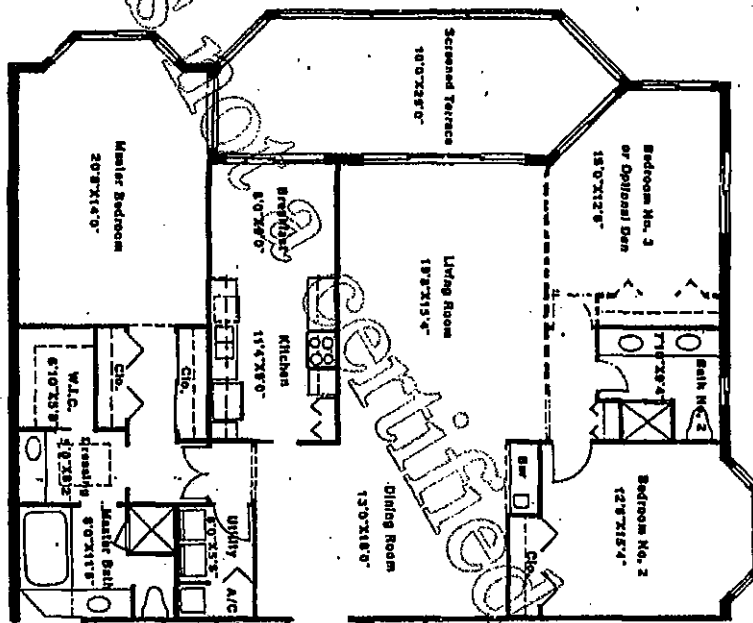


EXHIBIT NO. 2

FIRST FLOOR UNIT TYPE I

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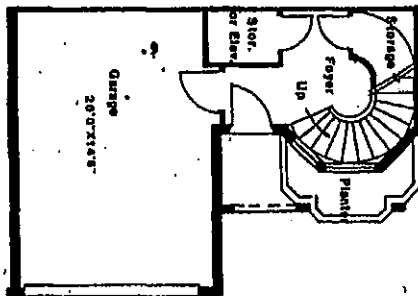
174



SECOND FLOOR



SECOND FLOOR, UNIT TYPE T-1A



FIRST FLOOR

EXHIBIT NO. 2

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UNIT TYPE T1

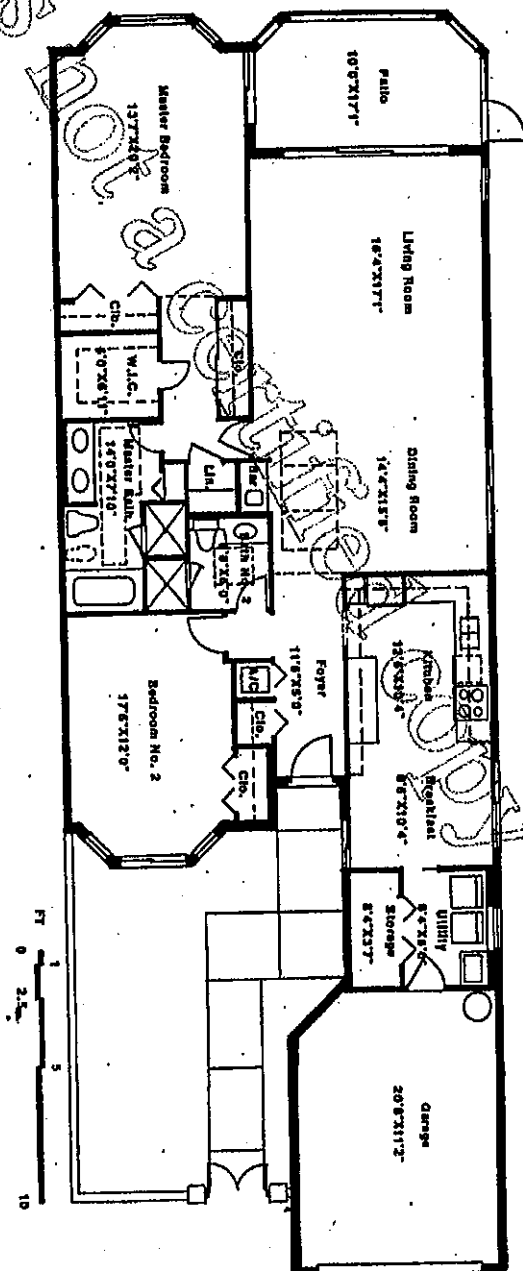


EXHIBIT NO. 2

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UNIT TYPE 3-A

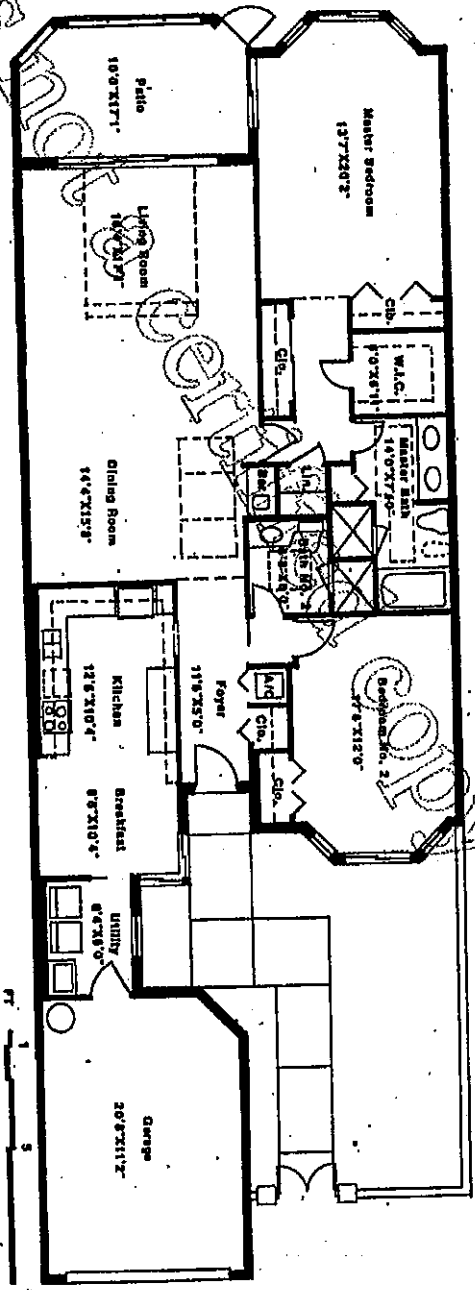


EXHIBIT NO. 2



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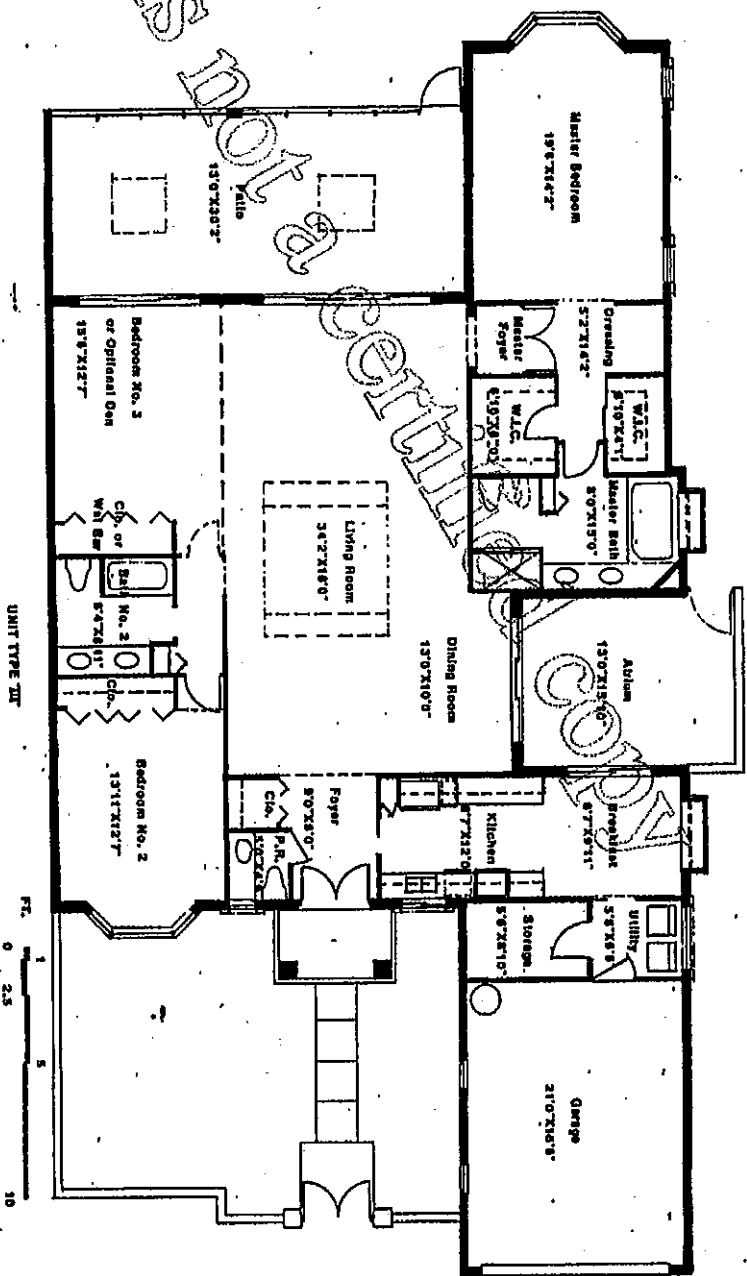


EXHIBIT NO. 2

EXHIBIT NO. 3 TO THE DECLARATION OF CONDOMINIUM  
FOR CAPTAIN'S WAY AT ADMIRAL'S COVE, A CONDOMINIUM

UNIT	UNDIVIDED SHARE IN THE COMMON ELEMENTS	UNDIVIDED SHARE IN THE COMMON ELEMENTS	UNDIVIDED SHARE IN THE COMMON ELEMENTS
	<u>Phase I Only</u>	<u>Phase I and II Only</u>	<u>Phase I, II and III</u>
601 I	1/72	855/100,000	785/100,000
602 IA	1/72	855/100,000	785/100,000
603 IA	1/72	855/100,000	785/100,000
604 I	1/72	855/100,000	785/100,000
801 I	1/72	855/100,000	785/100,000
802 IA	1/72	855/100,000	785/100,000
803 IA	1/72	855/100,000	785/100,000
804 I	1/72	855/100,000	785/100,000
1001 I	1/72	855/100,000	785/100,000
1002 IA	1/72	855/100,000	785/100,000
1003 IA	1/72	855/100,000	785/100,000
1004 I	1/72	855/100,000	785/100,000
1201 I	1/72	855/100,000	785/100,000
1202 IA	1/72	855/100,000	785/100,000
1203 IA	1/72	855/100,000	785/100,000
1204 I	1/72	855/100,000	785/100,000
1401 I	1/72	855/100,000	785/100,000
1402 IA	1/72	855/100,000	785/100,000
1403 IA	1/72	855/100,000	785/100,000
1404 I	1/72	855/100,000	785/100,000
1501 I	1/72	855/100,000	785/100,000
1502 IA	1/72	855/100,000	785/100,000
1503 IA	1/72	855/100,000	785/100,000
1504 I	1/72	855/100,000	785/100,000
1601 I	1/72	855/100,000	785/100,000
1602 IA	1/72	855/100,000	785/100,000
1603 IA	1/72	855/100,000	785/100,000
1604 I	1/72	855/100,000	785/100,000
1701 I	1/72	855/100,000	785/100,000
1702 IA	1/72	855/100,000	785/100,000
1703 IA	1/72	855/100,000	785/100,000
1704 I	1/72	855/100,000	785/100,000
1801 I	1/72	855/100,000	785/100,000
1802 IA	1/72	855/100,000	785/100,000
1803 IA	1/72	855/100,000	785/100,000
1804 I	1/72	855/100,000	785/100,000
1901 I	1/72	855/100,000	785/100,000
1902 IA	1/72	855/100,000	785/100,000
1903 IA	1/72	855/100,000	785/100,000
1904 I	1/72	855/100,000	785/100,000
2001 I	1/72	855/100,000	785/100,000
2002 IA	1/72	855/100,000	785/100,000
2003 IA	1/72	855/100,000	785/100,000
2004 I	1/72	855/100,000	785/100,000
2101 I	1/72	855/100,000	785/100,000
2102 IA	1/72	855/100,000	785/100,000
2103 IA	1/72	855/100,000	785/100,000
2104 I	1/72	855/100,000	785/100,000
2201 I	1/72	855/100,000	785/100,000
2202 IA	1/72	855/100,000	785/100,000
2203 IA	1/72	855/100,000	785/100,000
2204 I	1/72	855/100,000	785/100,000
2301 I	1/72	855/100,000	785/100,000
2302 IA	1/72	855/100,000	785/100,000
2303 IA	1/72	855/100,000	785/100,000
2304 I	1/72	855/100,000	785/100,000
2401 I	1/72	855/100,000	785/100,000
2402 IA	1/72	855/100,000	785/100,000
2403 IA	1/72	855/100,000	785/100,000
2404 I	1/72	855/100,000	785/100,000

UNIT	UNDIVIDED SHARE IN THE COMMON ELEMENTS	UNDIVIDED SHARE IN THE COMMON ELEMENTS	UNDIVIDED SHARE IN THE COMMON ELEMENTS
	<u>Phase I Only</u>	<u>Phase I and II Only</u>	<u>Phase I, II and III</u>
2501 I	1/72	855/100,000	785/100,000
2502 IA	1/72	855/100,000	785/100,000
2503 IA	1/72	855/100,000	785/100,000
2504 I	1/72	855/100,000	785/100,000
2601 I	1/72	855/100,000	785/100,000
2602 IA	1/72	855/100,000	785/100,000
2603 IA	1/72	855/100,000	785/100,000
2604 I	1/72	855/100,000	785/100,000
2701 I	1/72	855/100,000	785/100,000
2702 IA	1/72	855/100,000	785/100,000
2703 IA	1/72	855/100,000	785/100,000
2704 I	1/72	855/100,000	785/100,000
101 I	X	855/100,000	785/100,000
102 IA	X	855/100,000	785/100,000
103 IA	X	855/100,000	785/100,000
104 I	X	855/100,000	785/100,000
301 I	X	855/100,000	785/100,000
302 IA	X	855/100,000	785/100,000
303 IA	X	855/100,000	785/100,000
304 I	X	855/100,000	785/100,000
501 I	X	855/100,000	785/100,000
502 IA	X	855/100,000	785/100,000
503 IA	X	855/100,000	785/100,000
504 I	X	855/100,000	785/100,000
701 I	X	855/100,000	785/100,000
702 IA	X	855/100,000	785/100,000
703 IA	X	855/100,000	785/100,000
704 I	X	855/100,000	785/100,000
901 I	X	855/100,000	785/100,000
902 IA	X	855/100,000	785/100,000
903 IA	X	855/100,000	785/100,000
904 I	X	855/100,000	785/100,000
1101 I	X	855/100,000	785/100,000
1102 IA	X	855/100,000	785/100,000
1103 IA	X	855/100,000	785/100,000
1104 I	X	855/100,000	785/100,000
2801 III	X	899/100,000	826/100,000
2802 III	X	899/100,000	826/100,000
3001 III	X	899/100,000	826/100,000
3002 III	X	899/100,000	826/100,000
3201 III	X	899/100,000	826/100,000
3202 III	X	899/100,000	826/100,000
3401 III	X	899/100,000	826/100,000
3402 III	X	899/100,000	826/100,000
3601 III	X	899/100,000	826/100,000
3602 III	X	899/100,000	826/100,000
3801 III	X	893/100,000	819/100,000
3802 III	X	893/100,000	819/100,000
4001 III	X	893/100,000	819/100,000
4002 III	X	893/100,000	819/100,000
4201 III	X	893/100,000	819/100,000
4202 III	X	893/100,000	819/100,000
4401 III	X	893/100,000	819/100,000
4402 III	X	893/100,000	819/100,000
4601 III	X	893/100,000	819/100,000
4602 III	X	893/100,000	819/100,000
2901 III	X	X	819/100,000
2902 III	X	X	819/100,000

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UNIT	UNDIVIDED SHARE IN THE COMMON ELEMENTS	UNDIVIDED SHARE IN THE COMMON ELEMENTS	UNDIVIDED SHARE IN THE COMMON ELEMENTS
	<u>Phase I Only</u>	<u>Phase I and II Only</u>	<u>Phase I, II and III</u>
3101 III	X	X	819/100,000
3102 III	X	X	819/100,000
3301 III	X	X	819/100,000
3302 III	X	X	819/100,000
3501 III	X	X	819/100,000
3502 III	X	X	819/100,000
3701 III	X	X	819/100,000
3702 III	X	X	819/100,000

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# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

CAPTAIN'S WAY AT ADMIRAL'S COVE CONDOMINIUM ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on December 3, 1986

The document number of this corporation is N18058

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 3rd day of December, 1986.



CR2E022 (10-85)

George Firestone  
Secretary of State