

AMENDMENT NO. 1 TO
PROSPECTUS AND DECLARATION OF CONDOMINIUM OF
584212
TURTLE CREEK EAST
A Condominium

That certain Prospectus for Turtle Creek East Condominium which has been duly filed with the division of Florida Land Sales and Condominiums of the Department of Business Regulations is hereby amended for the purpose and so that this project will be eligible to be developed as a phase development pursuant to Florida Statutes Annotated 718.403.

Since no units have been conveyed, the following amendments have been duly adopted by the developer pursuant to the amendment provisions of said Declaration of Condominium and the Statute and are as follows:

1. Summary Sheet - The following shall be added:

"8. This is a phase development."

2. Table of Contents -

A. Paragraph IV shall be deleted and replaced by the

following:

3. General Information -

A. The completion dates referred to in paragraph II are as

follows:

Phase I	June 1, 1983
Phase II	June 1, 1984

B. Paragraph IV shall be deleted and replaced with the

following:

IV. Phase Development

This is a phase development. There are Two (2) phases. The first phase consists of a parcel of land legally described in Exhibit A-1 attached to the original Declaration of Condominium in which the developer proposes to construct 22 condominium units. The second phase consists of a parcel of land which is legally described in Exhibit A-2 as shown on the original Declaration of Condominium in which the developer proposes to construct 32 units. The total of 54 units would constitute the completion of both Phase I and II.

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Exhibit A-2 in the original Declaration of condominium shows that the developer is planning a swimming pool and a clubhouse which will be built in Phase II and which will then be an amenity for all of the 54 units and shall constitute a common element.

As far as the common elements are concerned, if Phase I is the only phase developed each unit owner will have an undivided 1/22 interest in the common elements. If Phase I and Phase II are completed, then each condominium owner will have an additional 1/54 interest in the common elements.

C. Paragraph 9 shall be corrected as follows:

... The restrictions with respect to the transfer of condominium units can be found in Section 14.1 through 14.6 of the declaration of Condominium attached to this Prospectus as Exhibit "B". Restrictions with respect to the leasing of apartments are set forth in Section VI of this Prospectus and in Sections 13.5,14.1,14.2,14.5 and 15.1(b) of the Declaration of Condominium.

4. Estimated Operating Budget - The present Estimated Operating Budget sheet shall be deleted and replaced with three new sheets attached hereto.

5. Definitions - The following shall be added:

4.15 Phase Development means that this project may be developed in phases, ie. Phase I - 22 units; Phase II - 32 units sharing pool and clubhouse;.

6. The first sentence of paragraph 6 on page 5 of the Declaration of Condominium shall be deleted and replaced with the following:

There will be an equal undivided 1/22 share in the common elements apportioned to each unit of the condominium if only Phase I is developed; 1/54 if Phase I and II are developed.

7. The units in Phase I and II will be the same as described in the original Declaration of Condominium and as shown on Exhibit "C" (A-3).

Time Sharing units will not be created.

8. Purchase Agreement - Page 6, paragraph h of the Purchase Agreement shall read as follows:

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This is a phase development. There are 22 units in Phase I, 54 units in Phases I and II combined. The Developer will cause TURTLE CREEK EAST OWNERS ASSOCIATION, INC. to make assessments for common expenses so that for the priod beginning with the date upon which Developer is ready to close this sale according to the terms of this instrument and ending with the closing of the sale by Developer of the last apartment owned by it in TURTLE CREEK EAST, a condominium , whichever shall first occur, the assess-ments against the apartment for common expenses shall be at the rate of \$190.55 per month for Phase I, \$160.00 per month for Phase II in the budgets for the different phases. The Developer shall be assessed for only that portion of the common expenses actually incurred that are in excess of the sum collection by assessments against apartments sold by Developer. The first assessment will be due at the closing for the period ending with the next assessment payment date following the closing. This clause shall surve the closing. However, no construction mortgagee shall have the lia-bility or responsibility of fulfilling the Developer's obligations under this provision.

IN WITNESS WHEREOF, the Developer has executed this Amendment No. 1 to the Prospectus and Declaration of Condominium this 11 day of January, 1982.

HARTLAND DEVELOPMENT CORPORATION

Attest:

Janet Hart
Janet Hart, Secretary

By: William Hart
William Hart, President

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day before me, an officer duly qual-ified to take acknowledgments, personally appeared WILLIAM HART AND JANET HART, well known to me to be the President and Secretary respectively of the corpor-ation named as the Developer in the foregoing instrument and they acknowledged to me that they executed the same freely and voluntarily under authority duly vested in them by said corporation, and that the corporate seal affixed above is the true seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of January, 1982.

Walter F. Form
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MONTH OF YEAR

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**GENERAL INFORMATION FOR PROSPECTIVE PURCHASERS
OF CONDOMINIUM APARTMENTS IN
TURTLE CREEK EAST, A CONDOMINIUM**

I. THE DEVELOPER

The owner and developer of TURTLE CREEK EAST, a Condominium, is HARTLAND DEVELOPMENT CORPORATION, a Florida corporation. The officers of HARTLAND DEVELOPMENT CORPORATION are WILLIAM HART, President, and JANET HART, Secretary/Treasurer. The President, WILLIAM HART, shall be the officer directing the development of TURTLE CREEK EAST. Mr. Hart is the developer of the TURTLE CREEK CONDOMINIUMS in Tequesta, Florida, has been a real estate developer for over twenty (20) years, and is a licensed real estate broker in Florida. HARTLAND DEVELOPMENT CORPORATION was formed for the purpose of developing TURTLE CREEK EAST and, therefore, has no previous development or business history.

II. THE CONDOMINIUM

TURTLE CREEK EAST, a Condominium, will be located in Tequesta, Martin County, Florida, on lands more particularly described in Exhibits "A-1" and "A-2" to the Declaration of Condominium and graphically shown on Exhibits "A-1" and "A-2" to the Declaration of Condominium. The Declaration of Condominium is attached to this Prospectus as Exhibit "B". The Condominium shall be constructed in two phases, three (3) residential Condominium buildings per phase, for a total of six (6) buildings, containing a total of fifty-four (54) condominium units or apartments. Each condominium unit shall have two (2) bedrooms, one (1) den/bedroom and three (3) full baths. Building A shall contain ten (10) units; Building B, four (4) units; Building C, eighteen (18) units; Building D, four (4) units; Building E, six (6) units; and Building F, twelve (12) units. The building plot plan and floor plans are attached to the Declaration of Condominium as Exhibits "A-2" and "A-3". There shall be one (1) assigned parking space for each unit and one (1) guest parking space constructed per unit. There shall also be one (1) golf cart parking space assigned to each unit. The estimated latest date of completion of constructing, finishing and equipping the condominium buildings will be June 1, 1983 for Phase I and June 1, 1984 for Phase II.

III. RECREATIONAL FACILITIES

There will be a clubhouse/recreation building with a floor space of approximately 1000 square feet accomodating approximately forty (40) persons. This clubhouse shall contain meeting, restroom and kitchen facilities, however, no furniture shall be supplied by the Developer. The Developer shall also construct a swimming pool adjacent to the clubhouse which shall be thirty (30) feet in length and fifteen (15) feet in width with a capacity of approximately fifteen (15) persons. There shall be a deck adjacent to the pool with approximately one thousand (1,000) square feet in surface area, with a capacity of approximately fifty (50) persons. The development plan for TURTLE CREEK EAST which has been approved by Martin County, Florida, calls for the location of the clubhouse and pool adjacent to the Loxahatchee River on the east side of TURTLE CREEK EAST, as shown in Exhibit "A-2" to the Declaration of Condominium. The Developer has applied to Martin County seeking the relocation of the clubhouse and pool from the above said location to the west of TURTLE CREEK EAST, a Condominium, on Lot 11, Block 2, of the Plat of TURTLE CREEK EAST as set forth in Exhibit "A-2" to the Declaration of Condominium. If the Developer is successful in obtaining the approval of Martin County, the clubhouse and pool, and appurtenant facilities, shall be relocated. If the Developer cannot secure county approval, the clubhouse and pool shall remain located as shown in Exhibit "A-2" to the Declaration of Condominium.

If the Developer is successful in securing county approval to move the clubhouse and pool facilities to Lot 11, Block 2, of TURTLE CREEK EAST, then the recreational facilities shall be located upon "Association Property", shall, therefore, not be a part of the common elements of TURTLE CREEK EAST, a Condominium, and shall be for the use and benefit of all members of the TURTLE CREEK EAST OWNERS ASSOCIATION, INC., which members shall include all twenty-two (22) or fifty-four (54) unit owners in TURTLE CREEK EAST, a Condominium, and shall also include the owners of any other condominium units, townhouses, lots or other properties located in the TURTLE CREEK EAST subdivision, as set forth in Exhibit "A-1" and "A-2" to the Declaration of Condominium. The maximum number of condominium units and other properties to be served by the Association recreational facilities shall be 154.

IV. PHASE DEVELOPMENT

This is a phase development. There are two (2) phases. The first phase consists of a parcel of land legally described in Exhibit "A-1" attached to the original Declaration of Condominium in which the Developer proposes to construct twenty-two (22) condominium units. The second phase consists of a parcel of land which is legally described in Exhibit "A-2" as shown on the original Declaration of Condominium in which the Developer proposes to construct thirty-two (32) units. The total of fifty-four (54) units would constitute the completion of both Phase I and II.

Exhibit "A-2" in the original Declaration of Condominium shows that the Developer is planning a swimming pool and a clubhouse which will be built in Phase II and which will then be an amenity for all of the fifty-four (54) units and shall constitute a common element.

As far as the common elements are concerned, if Phase I is the only phase developed each unit owner will have an undivided 1/22nd interest in the common elements. If Phase I and Phase II are completed, then each condominium owner will have an additional 1/54th interest in the common elements.

V. BOAT DOCKS

The Developer plans to construct boat docks in the Loxahatchee River adjacent to TURTLE CREEK EAST, a Condominium, if permitted by federal, state and local governmental authorities and agencies. At this time it is unknown whether such docks will be permitted, where the location will be or the number of dock spaces. The Developer reserves the right to construct docks as permitted and to sell these docks to the TURTLE CREEK EAST OWNERS ASSOCIATION, INC. for the use and benefit of its members, or to individual property owners within the TURTLE CREEK EAST Subdivision, at the discretion of the Developer.

VI. OWNERSHIP, LEASING

TURTLE CREEK EAST IS CREATED AND BEING SOLD AS FEE SIMPLE INTEREST. All purchasers of apartment units in TURTLE CREEK EAST will receive a Warranty Deed conveying the condominium apartment in fee simple. An owner of a condominium apartment in TURTLE CREEK EAST has the opportunity to lease his condominium apartment provided that any lease must be for a minimum period of sixty (60) days. All apartment owners who personally lease their apartments or lease their apartments through an agent other than the Developer must first obtain approval of the proposed lessee and the terms of the lease from the Board of Directors of TURTLE CREEK EAST OWNERS ASSOCIATION, INC., as provided in Section 13.5 of the Declaration of Condominium.

VII. CONDOMINIUM ASSOCIATION

The operation of the condominium shall be by TURTLE CREEK EAST OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, membership in which is mandatory for each unit owner in TURTLE CREEK EAST, a Condominium, one (1) vote per unit. This Association shall administer and operate all condominiums and other properties within the TURTLE CREEK EAST subdivision and all owners of such condominiums and other properties shall mandatorily be members of the Association.

VIII. DEVELOPER CONTROL OF ASSOCIATION

The Developer has the right to retain control of the Association after a majority of the units have been sold. The Developer's right to retain control of the Association is set forth in Section 5.4 of the Articles of Incorporation of TURTLE CREEK EAST OWNERS ASSOCIATION, INC., attached to this Prospectus as Exhibit "D".

IX. SALE, LEASE AND TRANSFER OF UNITS

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. No apartment owner may sell or otherwise dispose of his apartment without approval of the association. If an apartment owner acquired his title by gift, inheritance or devise, the continuance of his ownership of the apartment shall be subject to the approval of the condominium association. The restrictions with respect to the transfer of condominium units can be found in Section 14.1 through 14.6 of the Declaration of Condominium attached to this Prospectus as Exhibit "B". Restrictions with respect to the leasing of apartments are set forth in Section VI of this Prospectus and in Sections 13.5, 14.1, 14.2, 14.5 and 15.1(b) of the Declaration of Condominium.

X. GENERAL USE RESTRICTIONS

The Declaration of Condominium restrictions with respect to children provides that there shall be no residents under sixteen (16) years of age, however, children under sixteen (16) years of age may reside in a unit as a visitor for a cumulative total of forty-five (45) days per calendar year. The only pets permissible in the condominium shall be household pets. Detailed use restrictions with respect to the condominium can be found in Section 13 of the Declaration of Condominium which is attached as Exhibit "B" to this Prospectus.

XI. UTILITIES

Electrical power will be furnished to the condominium by Florida Power and Light Company and each unit will be billed individually for electrical power used within the unit. Telephone service is provided by Southern Bell Telephone and Telegraph Company, and billed individually.

The costs of water service, to be supplied by the Village of Tequesta, and sewer service, to be provided by ENCON, cable TV, security and garbage and trash removal services are included in the monthly assessment to be paid under the "Estimated Operating Budget" attached to this Prospectus as Exhibit "A".

XII. COMMON ELEMENTS AND EXPENSES

Ownership of the common elements of TURTLE CREEK EAST, a condominium, is divided equally among the twenty-two (22) or fifty-four (54) condominium apartments in the condominium buildings, regardless of the location of the apartments. Accordingly, each condominium apartment owner owns 1/22nd or 1/54th of the common elements of the condominium. Common expenses

of the condominium have been apportioned in the same manner and each apartment owner is responsible for 1/22nd or 1/54th of the common expenses of the condominium. An estimated Operating Budget for the condominium and the association, including a schedule of the estimated monthly and annual expenses assessed to each apartment owner is set forth in Exhibit "A" to this Prospectus.

XIII. CLOSING

At closing, Developer shall pay for the State Documentary Stamps as to the Warranty Deed conveying the premises. Purchaser shall pay for the cost of recording the Warranty Deed (approximately \$10.00) and for all expenses relating to obtaining any mortgage which Purchaser desires to place on the condominium and recording the same, which expenses may include service charges, fees, points, charges for prepaid interest, escrow for

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ESTIMATED OPERATING BUDGET

FOR FIRST YEAR FOR TURTLE CREEK EAST, A CONDOMINIUM
PHASE I - 22 UNITS

ITEM 1. Estimated monthly and annual expenses of the Association for operation of the property submitted to condominium ownership to be collected from apartment owners by assessment.

	Unit/ Month	Total Monthly	Total Annually
Landscape & Grounds	\$ 35.00	770.00	9,240.00
Administration of the Association	12.27	270.00	3,240.00
Management Fees	N/A		
Insurance	15.00	330.00	3,960.00
Water	16.00	352.00	4,224.00
Sewer	14.00	308.00	3,696.00
Cable TV	6.00	132.00	1,584.00
Security	16.00	352.00	4,224.00
Electric	7.00	154.00	1,848.00
Pest Control	3.00	66.00	792.00
Legal and Accounting	7.37	162.00	1,944.00
Taxes upon Association Property	N/A		
Taxes upon leased areas	N/A		
General Maintenance	24.54	540.00	6,480.00
Pool and clubhouse maintenance	10.00	220.00	2,640.00
Garbage and Refuse Collection	7.00	154.00	1,848.00
Rent for recreational and other commonly used facilities	N/A		
Reserve Accounts:			
Capital Expenditures:			
Roofing	3.50	77.00	924.00
Paving	3.00	66.00	792.00
Deferred Maintenance:			
Painting	3.50	77.00	924.00
Miscellaneous (includes fees payable to Division of Condominiums)	7.37	162.00	1,944.00
TOTALS	\$190.55	\$4,192.00	\$50,304.00

Each of the 22 condominium apartments will pay 1/22nd of the estimated annual assessment, amounting to \$190.55 per apartment per month, or \$2,286.60 per apartment per year.

The assessment will be payable by the apartment owners to the Association on a quarterly basis in advance, of a payment of \$571.65 on January 1, April 1, July 1 and October 1 of each year.

ITEM 2. Estimated assessments as set forth in ITEM 1 above, do not include individual electric service within the apartment unit, individual telephone service, real estate taxes on the individual unit or insurance on personal property within individual apartment units. The units are not subject to a lease and there is no recreational lease.

ITEM 3. The Developer shall be excused from the payment of its share of the common expenses and assessments related to any unsold condominium units during the period of time it has guaranteed that the assessments for the common expenses imposed upon the unit owners (other than the Developer making the guarantee) shall be \$190.55 per unit per month; provided, however, the Developer shall pay any amount of the common expenses incurred during that period of time not produced by the assessments at the guaranteed level received from the other unit owners. HARTLAND DEVELOPMENT CORPORATION, as Developer, hereby establishes December 31, 1982 as the date to which it guarantees all unit owners in TURTLE CREEK EAST that their assessment for the common expenses shall remain \$190.55 per unit per month. However, no construction mortgagee shall have the liability or responsibility of fulfilling the Developer's obligations under this provision.

ESTIMATED OPERATING BUDGET

FOR FIRST YEAR FOR TURTLE CREEK EAST, A CONDOMINIUM
PHASE II - 54 UNITS

ITEM 1. Estimated monthly and annual expenses of the Association for operation of the property submitted to condominium ownership to be collected from apartment owners by assessment.

	Unit/ Month	Total Monthly	Total Annually
Landscape & Grounds	\$ 35.00	\$1,890.00	\$22,680.00
Administration of the Association	5.00	270.00	3,240.00
Management Fees	N/A	N/A	N/A
Insurance	15.00	810.00	9,720.00
Water	16.00	864.00	10,368.00
Sewer	14.00	756.00	9,072.00
Cable TV	6.00	324.00	3,888.00
Security	16.00	864.00	10,368.00
Electric	7.00	378.00	4,536.00
Pest Control	3.00	162.00	1,944.00
Legal and Accounting	3.00	162.00	1,944.00
Taxes upon Association Property	N/A	N/A	N/A
Taxes upon leased areas	N/A	N/A	N/A
General Maintenance	10.00	540.00	6,480.00
Pool and clubhouse maintenance	10.00	540.00	6,480.00
Garbage and Refuse Collection	7.00	378.00	4,536.00
Rent for recreational and other commonly used facilities	N/A	N/A	N/A
Reserve Accounts:			
Capital Expenditures:			
Roofing	3.50	189.00	2,268.00
Paving	3.00	162.00	1,944.00
Deferred Maintenance:			
Painting	3.50	189.00	2,268.00
Miscellaneous (includes fees payable to Division of Condominiums)	3.00	162.00	1,944.00
TOTALS	\$160.00	\$8,640.00	\$103,680.00

Each of the 54 condominium apartments will pay 1/54th of the estimated annual assessment, amounting to \$160.00 per apartment per month, or \$1,920.00 per apartment per year.

The assessment will be payable by the apartment owners to the Association on a quarterly basis in advance, of a payment of \$480.00 on January 1, April 1, July 1 and October 1 of each year.

ITEM 2. Estimated assessments as set forth in ITEM 1 above, do not include individual electric service within the apartment unit, individual telephone service, real estate taxes on the individual unit or insurance on personal property within individual apartment units. The units are not subject to a lease and there is no recreational lease.

ITEM 3. The Developer shall be excused from the payment of its share of the common expenses and assessments related to any unsold condominium units during the period of time it has guaranteed that the assessments for the common expenses imposed upon the unit owners (other than the Developer making the guarantee) shall be \$160.00 per unit per month; provided, however, the Developer shall pay any amount of the common expenses incurred during that period of time not produced by the assessments at the guaranteed level received from the other unit owners. HARTLAND DEVELOPMENT CORPORATION, as Developer, hereby establishes December 31, 1982 as the date to which it guarantees all unit owners in TURTLE CREEK EAST that their assessment for the common expenses shall remain \$160.00 per unit per month. However, no construction mortgagee shall have the liability or responsibility of fulfilling the Developer's obligations under this provision.

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DECLARATION OF CONDOMINIUM
OF TURTLE CREEK EAST, A CONDOMINIUM
MARTIN COUNTY, FLORIDA

This Declaration of Condominium made this _____ day of _____, 198_, by HARTLAND DEVELOPMENT CORPORATION, A Florida corporation, hereinafter called the "Developer", for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. PURPOSE

The purpose of this Declaration is to submit the lands described in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, 1981, hereinafter called the Condominium Act; and the Developer does hereby submit the condominium property to condominium ownership.

2. NAME AND ADDRESS

The name by which this condominium is to be identified is TURTLE CREEK EAST, a Condominium, and its mailing address is P.O. Box 3447, Tequesta, Florida 33458, hereinafter called "The Condominium". The property address for the Condominium is Concourse Drive, Turtle Creek Village, Tequesta, Florida 33458.

3. THE LAND

3.1 Description. The lands owned by Developer, which by this instrument are submitted to the condominium forms of ownership, are located in Martin County, Florida, more particularly described in Exhibits "A-1" and "A-2", which are attached hereto and made a part hereof.

4. DEFINITIONS

The terms used in this Declaration and on its Exhibits, and in all amendments thereto, shall have the meanings stated in the Condominium Act (Section 718.103, Florida Statutes, 1981) and as follows unless the context otherwise requires:

4.1 Apartment means unit as defined by the Condominium Act.

4.2 Apartment Owner means unit owner, as defined by the Condominium Act.

4.3 Assessment means a share of the funds required for the payment of common expenses which, from time to time, are assessed against the apartment owner.

4.4 Association means TURTLE CREEK EAST OWNERS ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

4.5 Association Properties or Property owned by the Association means real property which has been or will be deeded to the Association and the improvements thereon. This real property is not submitted to condominium ownership and, therefore, is not a portion of the common elements of any condominium. The expenses for the operation and maintenance of this Association Property shall be equitably apportioned by the Association to those unit owners who are entitled to use the property.

4.6 By-Laws means the By-Laws of the Association existing from time to time.

4.7 Common Elements means the portions of the condominium property not included in the apartments, or limited common elements.

4.8 Common Expenses include:

- (a) Expenses of administration;
- (b) Expenses of insurance, maintenance, operation, repair, replacement, or betterment of the common elements, limited common elements, and of the portions of the apartments to be maintained by the Association;
- (c) Expenses of insurance, maintenance, operation, repair, replacements or betterment of the recreational facilities, if any, owned, operated, leased, or maintained by the Association;
- (d) Expenses declared common expenses by provision of this Declaration or by the By-Laws of the Association;
- (e) Any valid charge against the condominium property as a whole.

4.9 Common Surplus means the excess of all receipts of the Association over the common expenses.

4.10 Condominium means that form of ownership of property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit, as a part thereof, an undivided share in the common elements.

4.11 Condominium Property means the lands, leaseholds and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

4.12 Institutional Mortgage means a mortgage held by a bank, savings and loan association, insurance company, mortgage bank, mortgage banker, union pension fund, or other such institutions or agencies, private or public, in the business of providing mortgage financing, an agency of the United States Government, or any lender, institutional or otherwise, which has loaned funds for the construction of the condominium or for the purchase of any unit.

4.13. Limited Common Elements means those certain portions of the condominium reserved for the exclusive use of a particular apartment.

4.14. Phase Development means that this project may be developed in phases, i.e., Phase I - 22 units, Phase II - 32 units, sharing pool and clubhouse.

4.15 Singular, Plural, Gender. Whenever the context so permits, the use of plural will include the singular, the use of the singular will include the plural, and the use of any gender will be deemed to include all genders.

5. DEVELOPMENT PLAN

The Condominium is described and established as follows:

5.1 Dedication of Common Use Properties.

(a) The Developer shall construct certain improvements upon the common elements which improvements shall, among other things, consist of roads, landscaping, automobile parking areas, swimming pool, clubhouse and other facilities located substantially as shown on the plot plan attached hereto as Exhibit "A-2".

The clubhouse and pool shall be located upon "Association Property" and, therefore, shall not be a part of the common elements, but shall be for the use and benefit of all members of the Association.

(b) The common elements are shown on Exhibit "A-2" attached hereto. The Owner and Developer further declares and covenants that said common elements shall at all times be open and useable by the apartment owners and their guests and employees of condominium units in TURTLE CREEK EAST.

5.2 Survey and Plot Plans. A legal description of the land, a survey of the land and the common elements on the land, plot plans showing location and dimensions of each apartment and of the common elements are attached hereto as Exhibits "A-1" through "A-4". For the purpose of identification, all apartments in the buildings located on said land are given identifying numbers and no apartment bears the same identifying number as does any other apartment.

5.3 Surveyor's Certificate. On the date of the execution of this Declaration of Condominium, the condominium buildings were not substantially completed; however, upon substantial completion of construction of each building or series of buildings, Developer shall amend the Declaration to include a Certificate of a Surveyor certifying the facts required by Section 718.104(4)(e), Florida Statutes.

5.4 Amendment of Plans - Amendment of Declaration. When the condominium improvements have been substantially completed, this Declaration shall be amended to include the Certificate of a Surveyor authorized to practice in this State certifying that the construction is substantially complete, and that the provisions of this Declaration describing the condominium property, together with the exhibits attached hereto, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

5.5 Easements.

(a) Easements are reserved through the condominium property, as shown in the Exhibits, in order to adequately serve each of the condominium buildings to be known as TURTLE CREEK EAST, a condominium, which shall be constructed substantially as shown in Exhibits "A-1" and "A-2" hereto attached; however, such easements as may exist or may be required through an apartment will be only according to the plans and specifications for the apartment building, or as the building is constructed. As to all easements there is reserved to the Association, its agents, successors or assigns and to the apartment owners their agents, heirs or assigns the right of ingress, egress and access to such an extent as may be necessary or required for the full use, enjoyment, maintenance or repair of said easement or any improvements using or located thereon.

5.6 Improvements - General Description.

(a) Apartment Building. The condominium includes six (6) apartment buildings. Building A shall contain ten (10) apartments; Building B, four (4) apartments; Building C, eighteen (18) apartments; Building D, four (4) apartments; Building E, six (6) apartments; and Building F, twelve (12) apartments. Each of the fifty-four (54) apartments shall have two (2) bedrooms, one (1) den/bedroom, and three (3) full bathrooms.

(b) Other Improvements. The condominium includes grounds, landscaping, automobile parking areas, swimming pool, clubhouse, and other facilities located substantially as shown upon the plans and which are part of the common elements or limited common elements. The swimming pool and clubhouse shall be a part of the condominium as common elements, if located adjacent to the Loxahatchee River on the east side of TURTLE CREEK EAST. If Martin County permits the Developer to move the located of these facilities to Lot 11, Block 2, TURTLE CREEK EAST, to the west of TURTLE CREEK EAST, a Condominium, the swimming pool, clubhouse and appurtenant facilities shall be "Association Property" and therefore not a part of the common elements of TURTLE CREEK EAST, a Condominium, but shall be for the use and benefit of all members of the Association.

5.7 Apartment Boundaries. Each apartment will include that part of the building containing the apartment that lies within the boundaries of the apartment, which boundaries are as follows:

(a) Upper and lower boundaries. The upper boundary shall be the sloped plane and/or horizontal plane of the undecorated finished ceiling, both extended to an intersection with the perimetrical boundaries. The lower boundary shall be the horizontal plane of the undecorated finished floor extended to an intersection with the perimetrical boundaries.

(b) Perimetrical Boundaries. The perimetrical boundaries of the apartment shall be the vertical planes of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries. All weight bearing walls and solid concrete columns located within a unit constitute part of the common elements up to the unpainted finished surface of said walls and columns. All doors and windows, glass or otherwise, which are in the perimeter walls of a unit shall be deemed a part of the unit up to the exterior unfinished surface thereof.

(c) The boundaries of each apartment shall also be deemed to include the individual air conditioning unit serving the apartment, and all related integral parts thereof, including, but not limited to, the compressor which is located adjacent to the condominium building. Each apartment owner will be responsible for the maintenance and repair of his air conditioning unit, all related integral parts thereof and shall insure the same against casualty at his expense, if such insurance is desired.

5.8 Common Elements. The common elements of the condominium consist of the land and all other parts of the condominium property not within the apartments, or designated as limited common elements, including but not limited to all tangible personal property which is used in the maintenance and operation of the condominium.

5.9 Limited Common Elements. There shall be no limited common elements at Turtle Creek East, a Condominium.

6. OWNERSHIP OF COMMON ELEMENTS

There will be an equal undivided 1/22nd share in the common elements appurtenant to each unit of the condominium, if only Phase I is developed; 1/54th if Phases I and II are developed.

The fee title to each apartment will include both the apartment and its undivided interest in the common elements, said undivided interest to be deemed to be conveyed or encumbered with its respective apartment, even though the description in the instrument of conveyance or encumbrances may refer only to the fee title to the apartment. Any attempt to separate the fee title to an apartment from the undivided interest in the common elements appurtenant to each apartment will be null and void.

7. COMMON EXPENSES AND COMMON SURPLUS

The common expenses of the condominium will be shared by the apartment owners in equal shares regardless of the purchase prices of the apartments or their locations.

Expenses of operating, maintaining, improving and repairing facilities owned by the Association shall be a common expense, and shall be apportioned equally among all apartment owners who now may be or hereafter may become members of the Association.

Any common surplus of the Association will be owned by the apartment owners in the same proportions as their interest in all of the common elements.

8. MAINTENANCE, ALTERATION AND IMPROVEMENT

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

8.1 Apartments.

(a) By the Association. The Association will maintain, repair and replace:

1. All portion of apartments contributing to the support of the apartment building, the surfaces of outside walls of the apartment building, the outside surfaces of said doors, the outside windows of apartments, and all materials enclosing the floor areas of apartments other than walls, doors and windows. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family or his or their guests, employees, agents or lessees. In the event of such negligence, it will be done by the Association at the expense of said apartment owners.

2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, except electrical switches, electrical outlets, light bulbs, appliances, bathroom fixtures, kitchen fixtures and similar equipment, contained within or attached to the portions of the apartments to be maintained by the Association. Such will be done at the expense of the Association, unless made necessary by the negligence of any apartment owner, members of his family or his or their guests, employees, agents, or lessees. In the event of such negligence, it will be done by the Association at the expense of said apartment owner.

3. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services and all fixtures and equipment contained within portions of the apartments to be maintained by the apartment owners, if necessary to properly furnish utility services to parts of the condominium other than the apartment within which they are contained. Such will be done at the expense of the owners of the apartment where the work is done.

4. Balconies.

5. All incidental damage caused to apartments by such work will be promptly repaired by the Association.

6. The Association shall have the authority to require unit owners at their expense to maintain, repair and replace screens and glass for windows and glass doors within their respective units, except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

(b) By the Apartment Owners. The responsibility of the apartment owners will be as follows:

1. To maintain, repair, and replace all portions of apartments and the fixtures and equipment contained within apartments, except the portions thereof to be maintained, repaired and replaced by the Association. Such will be done at the expense of the owner of the apartment where the work is done.

2. The portions of a unit to be maintained, repaired and replaced by the unit owner at his expense shall include but not be limited to the following items: air conditioning unit for space cooling and heating serving the individual apartment and all integral parts thereof, including, but not limited to, the compressor located on the ground adjacent to the condominium building; service equipment, such as dishwasher, laundry, refrigerator, oven and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes. Mechanical equipment and the installation of that equipment shall be such that its operation will not cause annoyance to the occupants of other units.

3. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building or the surfaces of the interior building walls facing common elements without prior written approval of the Association or make any alteration or improvements which will change the exterior appearance of the building.

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

(c) Insurance Proceeds. The liability of the Association and apartment owners for maintenance, repair and replacements, as aforesaid will be reduced to the extent by which such expenses are met by the proceeds of insurance carried by the Association.

(d) Alteration and Improvement. Except as elsewhere reserved to Developer, no structural alterations will be made in the portions of any apartment to be maintained by the Association, without the prior written approval of the owners of apartments in which such work is to be done and of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in the State of Florida will be filed with said Board of Directors prior to the start of such work.

8.2 Common Elements. The maintenance, repair, replacement and operation of the common elements and limited common elements will be the responsibility of the Association and a common expense. However, the liability of the Association for such expenses will be reduced to the extent by which they are met by the proceeds of insurance carried by it.

9. ASSESSMENTS

The making and collection of assessments against Apartment owners for common expenses will be pursuant to the By-Laws of the Association, subject to the following provisions:

9.1. Share of Common Expense. Each apartment owner will be liable for a proportionate share of the common expenses, and will share in the common surplus, as provided for in Article 7 of this Declaration.

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

9.3. Lien for Assessments. Assessments shall be due and payable on the first day of each calendar quarter of the year for which assessments are made, or thirty (30) days after the mailing to the unit owners of a statement for the assessment coming due, whichever date shall last occur. The Association shall record a Claim of Lien if an assessment shall remain unpaid for sixty (60) days after the same shall become due and payable as set forth above. No foreclosure judgment shall be entered until at least thirty (30) days after the Association gives written notice to the unit owner of its intention to foreclose the lien to collect the unpaid assessment. The lien for unpaid assessments shall secure reasonable attorneys' fees, including but not limited to fees for appellate court representation, incurred by the Association incident to the collection of an assessment or enforcement of the lien.

9.4. Collections and Foreclosure. The Association may take such action as it deems necessary to collect assessments by personal action, or by enforcing and foreclosing said liens, and it may settle and compromise the same, if in the best interests of the Association. The Association will be entitled to bid at any sale held pursuant to a suit to foreclose any lien; and at any sale held pursuant to a suit to foreclose an assessment lien it may apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of the foreclosure of an assessment lien, the apartment owner will be required to pay a reasonable rental for the apartment and the plaintiff in such foreclosure will be entitled to the appointment of a receiver to collect same from the apartment owner and/or occupant.

9.5. Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessments. Where a mortgagee or a third party acquired title to an apartment as a result of the foreclosure of an institutional first mortgage of record, or where such a mortgagee accepts a deed to an apartment in lieu of foreclosure, such acquirer of title, his heirs, or executors, legal representative, successors and assigns will not be liable for the share of common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to such acquisition of title. Such unpaid share of common expenses or assessments will be deemed to be common expenses, collectable from all of the apartment owners, including such acquirer of title, his heirs, executors, legal representatives, successors and assigns.

However, any person who acquires an interest in an apartment (except through foreclosure on an institutional first mortgage of record, or deed in lieu thereof) as specifically provided in the paragraph immediately preceding, including without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, will not be entitled to occupancy of the apartment or enjoyment of the common elements, until such time as all unpaid assessments due and owing by the former owners have been paid.

9.6. Assignment of Claim and Lien Rights. The Association, acting through the Board of Directors, will have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any apartment owner or group of apartment owners, or to any third party.

10. ASSOCIATION

The operation of the Condominium will be by TURTLE CREEK EAST OWNERS ASSOCIATION, INC., a Florida not for profit corporation, membership in which is mandatory by each apartment owner, one vote per unit. The Association will fulfill its functions pursuant to the following provisions.

10.1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached to this Declaration as Exhibit "B".

10.2. The By-Laws of the Association will be the By-Laws of the condominium, a copy of which is attached to this Declaration as Exhibit "C".

10.3. Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association will not be liable to apartment owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association.

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

11. INSURANCE

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

a reasonable rental for the apartment and the plaintiff in such foreclosure will be entitled to the appointment of a receiver to collect same from the apartment owner and/or occupant.

11.1 Authority to purchase; named insured. All insurance policies upon the condominium property will be purchased by the Association. The named insured will be the Association individually and as agent for the apartment owners, without naming them. Provision will be made for the issuance of mortgages endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies will provide that payments by the insurer for losses will be made to the Insurance Trustee designated below, and all policies and their endorsements will be deposited with the Insurance Trustee. Apartment owners may obtain coverage at their own expense upon their personal property and for their personal liability and living expense.

11.2. Coverage.

(a) Casualty. All buildings and improvements upon the land will be insured in an amount equal to the maximum insurance replacement value, excluding foundation and excavation costs; and all personal property included in the common elements will be insured for its value, as determined by the Board of Directors of the Association. Such coverage will afford protection against:

1. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and;

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

3. The policies shall state whether the following items are included within the coverage in order that unit owners may insure themselves if the items are not insured by the Association: air conditioning unit for space cooling and heating serving the individual apartment, and all integral parts thereof, including, but not limited to, the compressor located adjacent to the condominium building; service equipment such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

When appropriate and possible, the policies shall waive the insurer's right to

(a) subrogation against the Association and against the unit owners individually and as a group;

(b) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(c) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more unit owners.

(b) Public Liability in such amounts and with such coverage as will be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(c) Worker's Compensation policy to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(e) All hazard insurance policies issued to protect condominium buildings shall provide that the work "building" wherever used in the policy shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy.

11.3 Premiums. Premiums upon insurance policies purchased by the Association will be paid by the Association, as a common expense, except that the amount of increase in the premiums occasioned by use for other than a residence, or misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against and paid by that owner. Not less than ten (10) days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each mortgagee listed in the roster of mortgages.

11.4. Insurance trustee; share of proceeds. All insurance policies purchased by the Association will be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and will provide that all proceeds covering property losses will be paid to such bank in Florida with trust powers as may be designated as insurance trustee

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by the Board of Directors of the Association, which Trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee will not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee will be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to common elements: An undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(b) Apartments. Proceeds on account of damage to apartments will be held in the following undivided shares:

1. When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost will be determined by the Association.

2. When the building is not to be restored - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

(c) Mortgages. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner will be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee will have any right to determine or participate in the determination as to whether or not any damaged property will be reconstructed or repaired, and no mortgagee will have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

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

(a) Expense of the trust. All expenss of the Insurance Trustee will be paid first, or provision made for such payment.

(b) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds will be paid to defray the cost of such as elsewhere provided. Any proceeds remaining after defraying such costs will be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(c) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid will not be reconstructed or repaired, the remaining proceeds will be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(d) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the apartment owners and their respective shares of the distribution.

11.6. Association as agent. The Association is irrevocably appointed agent for each apartment owner and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

12. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

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

(a) Common Elements. If the damaged improvement is a common element, the damaged property will be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium will be terminated.

(b) Apartments.

1. Lesser damage. If the damaged improvements is an apartment or apartments to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenatable, the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium will be terminated.

2. Major damage. If the damaged improvement is an apartment or apartments and if apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association not to be tenatable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association to determine whether or not the damaged property is to be reconstructed or repaired.

12.2 Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building; or if not, then according to plans and specifications approved by the Board of Directors of the Association; and if the damaged property is an apartment or apartments, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval will not be unreasonably withheld.

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

12.4. Estimates of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair the Association will obtain reliable and detailed estimates of the cost to rebuild or repair.

12.5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction

and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments will be made against the apartment owners who own the damaged apartments, and against all apartment owners in the case of damage to common elements, in sufficient amount to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments will be in proportion to the cost of reconstruction and repair of their respective apartments; and such assessments on account of damage to common elements will be in proportion to the owner's share in the common elements.

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

(a) Association. If the total of the payments made in order to provide funds for the costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the sums paid will be deposited with the Insurance Trustee. In all other cases, the Association will hold the sums paid and disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee on account of such casualty will constitute a construction fund which will be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

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

2. Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the construction fund will be disbursed in payment of such costs in the manner required by the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

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

4. Surplus. It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair will be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to the beneficial owners of the fund in the manner elsewhere stated. Except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund will not be made payable to any mortgagee.

5. Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee will not be required to determine whether or not sums paid will be deposited with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is required in this instrument to be named as payee, the Insurance Trustee will also name the mortgagee as a payee of any distribution of insurance proceeds to an apartment owner; and further provided that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association will be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

13. USE RESTRICTIONS

The use of the condominium property will be in accordance with the following provisions.

13.1. Apartments. Each of the apartments will be occupied as a single family private dwelling by the owner, the members of his family, his social guests or lessees and for no other purpose. No apartment may be divided or subdivided into a smaller unit or otherwise transferred without first amending this Declaration to show the changes in the apartments to be affected.

No children under sixteen (16) years of age may be permanent residents of the condominium, however, children under sixteen (16) years of age may reside in a unit as a visitor for a cumulative total of forty-five (45) days per calendar year.

No animals or pets of any kind other than household pets weighing twenty-five (25) pounds or less will be kept in any apartment, or on any property of the condominium, provided that the keeping of any pets shall be subject to the rules and regulations adopted by the Board of Directors of the Association, provided that they will not be kept, bred or maintained for any commercial purpose and further provided that any such pet causing or creating a nuisance or unreasonable disturbance may be permanently barred from the property, upon three (3) days written notice from said Board of Directors.

The apartment owners will not cause anything to be hung, displayed or placed on the exterior walls, doors or windows of the apartment building and will not otherwise change the appearance of any portion of the exterior of the apartment building or the surfaces of interior building walls facing common elements without the prior written consent of the Board of Directors of the Association. No clothes lines or similar devices, and no signs will be allowed on limited common elements or upon any other part of the condominium property, without the written consent of said Board of Directors.

Automobiles will be parked in the assigned covered parking spaces, or upon common parking areas but only in accordance with the rules and regulations of the Association. There shall be unassigned common parking spaces for guests and licensees. No other vehicles or objects, including but not limited to trucks, trailers, boats and motor homes may be parked or placed upon any of the condominium property, including limited common elements, unless permitted by the Association.

13.2. Common Elements. The common elements and limited common elements will be used only for the purpose for which they are intended.

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

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

13.5. Leasing. After approval by the Board of Directors of the Association elsewhere required, entire apartments may be rented, provided the occupancy is only by the lessee, members of his family, and his social guests. No rooms may be rented and no transient tenants may be accommodated.

13.6. Rules and Regulations. Reasonable rules and regulations concerning other use of the condominium property may be made and amended from time to time by the Association. Copies of such rules and regulations and amendments will be furnished to all apartment owners and residents of the condominium, upon request.

13.7. Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the apartment owners nor the association nor the use of the condominium property will interfere with the completion of the contemplated improvements and the sale of the apartments. The Developer may make such use of the unsold units and common elements as may facilitate such completion and sales, including but not limited to maintenance of a sales office, the showing of the property, and the display of signs.

14. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer will be subject to the following provisions, which provisions each apartment owner covenants to observe.

14.1. Transfer subject to approval.

(a) Sale. No apartment owner may dispose of an apartment or of any interest in an apartment by sale, without approval of the Association, except to another apartment owner.

(b) Lease. No apartment owner may dispose of an apartment or any interest in an apartment by lease without approval of the Association, except to another apartment owner.

(c) Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment will be subject to the approval of the Association.

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

(e) Other Transfers. If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his apartment will be obtained in the manner set forth in Paragraph 15.2.

14.2. Approval by Association. The approval of the Association that is required for the transfer of ownership of apartments will be obtained in the following manner:

(a) Notice to Association.

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

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

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

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

(b) Certificate of Approval.

1. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

2. Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval will be stated in a certificate executed by the President and Secretary of the Association.

3. Gift; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title

by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval will be stated in a certificate executed by the President of the Association.

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

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association will deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by it, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

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

2. The purchase price will be paid in cash.

3. The sale will be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

4. A certificate approving the purchaser will be executed by the President and Secretary of the Association.

5. If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by it shall default in his agreement to purchase, then notwithstanding the disapproval, the transfer or ownership previously disapproved will be deemed to have been approved; and the Association will furnish a certificate of approval as elsewhere provided.

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

(c) Gifts; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association will deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by it, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

1. The sale price will be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price will be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except

that the arbitrators will be two appraisers appointed by the American Arbitration Association who will base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration will be paid by the Purchaser.

2. The purchase price will be paid in cash.

3. The sale will be closed within ten (10) days following the determination of the sale price.

4. A certificate approving the purchaser will be executed by the President and Secretary of the Association.

5. If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the transfer or ownership previously disapproved will be deemed to have been approved, and the Association will furnish a certificate of approval as elsewhere provided.

14.4. Mortgage. No apartment owner may mortgage his apartment or any interest in it without the approval of the Association unless it is by an institutional mortgage or a mortgagee to the Developer to secure a portion or all of the purchase price. The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

14.5. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" will not apply to a transfer to, a purchase by, or a sale or transfer by, the holder of an institutional mortgage, that acquires its title as the result of owning such mortgage or lien upon the apartment concerned; and this will be so whether the title is acquired by deed from the apartment owner, his successors or assigns, or through foreclosure proceedings; nor will such provisions apply to a transfer, sale or lease by the Developer. Neither will such provisions require the approval of a purchaser who acquired the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale.

14.6 Unauthorized Transaction. Any sale, mortgage, or lease not authorized pursuant to the terms of this Declaration will be void unless subsequently approved by the Board of Directors of the Association.

15. COMPLIANCE AND DEFAULT.

Each apartment owner will be governed by and will comply with the terms and provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of an apartment owner to comply with such documents and regulations will entitle the Association or other apartment owners to the following relief in addition to the remedies provided by the Condominium Act or otherwise.

15.1. Increase in Insurance Premiums. An apartment owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements, by the apartment owner.

15.2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner or the

Association to comply with the terms of this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant to those documents, as they may be amended from time to time, the prevailing party will be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

15.3. No Waiver of Rights. The failure of the Association or of any apartment owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations adopted pursuant to those documents will not constitute a waiver of the right to do so thereafter.

16. AMENDMENTS.

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

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

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

(a) Not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

(b) Not less than 80% of the votes of the entire membership of the Association; or

(c) Until the first election of directors, only by all of the directors; provided the amendment does not increase the number of apartments nor alter the boundaries of the common elements.

16.3 Proviso. Provided, however, that no amendment will discriminate against any apartment owner nor against any apartment or class or group of apartments, unless the apartment owners so affected shall consent; and no amendment will change any apartment nor the share in the common elements appurtenant to it, nor increase the owners' share of the common expenses, unless the record owner of the apartment concerned and all record owners of mortgages on such apartment shall join in the execution of the amendment; and no amendment will affect or impair the validity or priority of any mortgage covering any apartment, unless said mortgagee shall join in the execution of the amendment. Neither shall any amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or repair after casualty", or "Amendments", or in Paragraph 14.5. of the section entitled "Maintenance of Community Interests", unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

17. TERMINATION.

This condominium may be voluntarily terminated in the manner provided in the Condominium Act, at any time, except as provided otherwise in this Declaration.

18. SEVERABILITY.

The invalidity in whole or in part of any covenant or restrictions, or any section, subsection, sentence, clause, phrase or word, or other provisio of this Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association, and the rules and regulations of the Association will not affect the validity of the remaining portions.

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

Attest:
Janet B. Hart
Janet Hart, Secretary
(Corporate Seal)

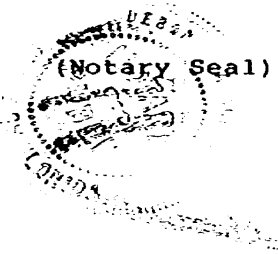
HARTLAND DEVELOPMENT CORPORATION
William Hart
By: William Hart,
Its President

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared WILLIAM HART and JANET HART, well known to me to be the President and Secretary, respectively, of the corporation named as Developer in the foregoing Declaration of Condominium, and that they acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation, and that the corporate seal affixed above is the true seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of February, 1983.

Deborah A. Lewis
NOTARY PUBLIC
My Commission Expires:



NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JUNE 1 1987
BONDED THRU GENERAL INSURANCE UND.

and other notices required by law. He will have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of the Secretary of the Association and as may be required by the directors or the President.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. He shall submit a treasurer's report to the board of directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

5.6 The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by members shall not preclude the board of directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

6. FISCAL MANAGEMENT.

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation will be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association will be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures will be common expenses:

(a) Current expense, which will include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year will be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which will include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement, which will include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which will include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

6.2 Budget. The Board of Directors will adopt a budget for each calendar year that will include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) Current expense, the amount for which will be the amount which will be provided in the Condominium Act.

(b) Deferred maintenance, the amount for which will be the amount which will be provided in the Condominium Act.

(c) Replacements, the amount for which will be the amount which will be provided in the Condominium Act.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements, the amount for which shall not exceed \$10,000; provided, however, that in the expenditure of this fund no sum in excess of \$2,500 shall be expended for a single item or purpose unless the item or purpose has been approved by the members in the manner required by the Declaration of Condominium.

(e) Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations as provided in the Condominium Act.

(f) It is further provided, that until December 31, 1982, there will be no assessment other than that provided in the Operating Budget. The owners of units that have been sold by the Developer will be assessed for common expenses at the rates stated in the Prospectus for purchase of units, and the Developer will be assessed for the amounts by which the common expenses exceed the amounts assessed against the owners of units sold by the Developer. During this period no provisions will be made for betterments or capital surplus. However, no construction mortgage shall have the liability or responsibility of fulfilling the Developer's obligations under this provision.

(g) Copies of a proposed budget and proposed assessments shall be delivered or mailed to each member not less than thirty (30) days prior to the meeting of the board of directors at which the proposed budget will be considered for adoption, together with a notice of that meeting. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

6.3 Assessments. Assessments against the apartment owners for their shares of the items of the budget will be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments will be due in advance in equal quarterly installments on January 1, April 1, July 1, and October 1 of the year for which the assessments are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and quarterly installments on such assessment will be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation will be subject to the approval of the membership of the association as previously required by these Bylaws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made will be due upon demand, or as of the date when the next quarterly payment shall be due.

6.4 Assessments for Charges. Charges by the Association against members for other than common expense shall be payable in advance. Those charges may be collected by assessment in the same manner as common expenses, and when circumstances permit, those charges shall be added to the assessment for common expenses. Charges for other than common expense may be made only after approval of a member, and may include but shall not be limited to charges for the use of condominium property when authorized by the

This offer is made upon the following terms and conditions.

1. Price and Terms of Payment.

The purchase price of the apartment will be paid in the following manner:

(a) Payment of twenty (20%) percent of the purchase price made upon the making of this offer. \$ _____

(b) The balance of the purchase price shall be paid in cash, cashier's check or certified funds at the time of closing, which balance shall be in the amount of: \$ _____

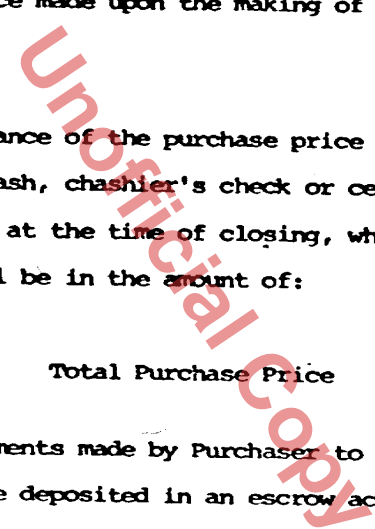
Total Purchase Price \$ _____

(g) All payments made by Purchaser to Developer under this Agreement shall be deposited in an escrow account established by Developer with the Escrow Agent, pursuant to Section 718.202, Florida Statutes. The Purchaser may obtain a receipt for his deposit from the Escrow Agent, upon request.

Alternatively, the Developer may seek to establish a deposit program pursuant to Section 718.202, Florida Statutes (1981), which permits the Developer to submit deposit assurances other than escrow accounts to the Director of the Division of Florida Land Sales and Condominiums, such as a surety bond or irrevocable letter of credit in an amount equal to escrow account requirements. The acceptance and implementation of this deposit program shall be subject to the discretion of the above said Director. In the event this deposit program is utilized, default determinations and refund of deposits shall be governed by the escrow release provision of Section 718.202

(1), Florida Statutes (1981).

(h) All payments up to ten (10%) percent of the sales



in the proposed Declaration, a copy of which has been or will be delivered to Purchaser, providing those changes do not decrease Purchaser's share of the common elements, change his voting rights or increase Purchaser's share of the common expenses.

(e) Risk of loss: If the apartment is damaged by fire or other casualty before delivery of the deed and can be restored to substantially the same condition as now existing within a period of sixty (60) days thereafter, Developer may restore the improvements and the closing date and date of delivery of possession hereinbefore provided shall be extended accordingly. If Developer fails to do so, the Purchaser shall have the option of cancelling the contract and all deposits will be forthwith returned to the Purchaser and the parties shall be released of any further liability hereunder.

(f) Risk of loss before closing shall be borne by the Developer.

(g) Purchaser's apartment has not been occupied.

(h) This is a phase development. There are twenty-two (22) units in Phase I, fifty-four (54) units in Phases I and II combined. The Developer will cause TURTLE CREEK EAST OWNERS ASSOCIATION, INC. to make assessments for common expenses so that for the period beginning with the date upon which Developer is ready to close this sale according to the terms of this instrument and ending with the closing of the sale by Developer of the last apartment owned by it in TURTLE CREEK EAST, a condominium, whichever shall first occur, the assessments against the apartment for common expenses shall be at the rate of \$190.55 per month for Phase I, \$160.00 per month for Phase II in the budgets for the different phases. The Developer shall be assessed for only that portion of the common expenses actually incurred that are in excess of the sum collection by assessments

against apartments sold by Developer. The first assessment will be due at the closing for the period ending with the next assessment payment date following the closing. This clause shall survive the closing. However, no construction mortgagee shall have the liability or responsibility of fulfilling the Developer's obligations under this provision.

6. Title Insurance.

Developer shall deliver to Purchaser, at closing an owner's title insurance binder from a title insurer licensed to transact business in the State of Florida covering the unit described in this Agreement, showing title to the unit to be vested in Developer.

7. Title.

All mortgages and liens now or hereafter encumbering the apartment will be discharged or released at or prior to the closing unless assumed by Purchaser. Developer will convey by warranty deed an insurable fee simple title to the apartment subject only to any standard exceptions in the owner's title insurance policy, and the Declaration of Condominium, its exhibits and amendments.

8. Closing Costs.

(a) Developer hereby agrees to pay for the State Documentary Stamps as to the Warranty Deed conveying the premises. Purchaser shall pay for the cost of recording of the Warranty Deed and Certificate of Approval.

(b) If the Purchaser desires an Abstract of Title, or a Title Opinion from an attorney, the cost of the Abstract or Title Opinion will be paid by the Purchaser. Any Attorney's fees incurred by a Purchaser who seeks legal advice with respect to the condominium or closing will also be paid for by the Purchaser.

(c) Purchaser shall also be responsible for any utility deposits apportioned to the apartment.

(d) Purchaser shall pay, at closing, his pro-rata share

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of prepaid condominium building insurance.

9. Closing Date.

This sale shall be closed on or before fifteen (15) days after delivery or mailing to Purchaser of a certificate evidencing the completion of construction unless extended by other provisions of this Agreement. The certificate shall be made by an architect or engineer qualified to practice in Florida and shall certify that purchaser's apartment has been completed and equipped substantially in accordance with the manner described in this instrument, and that approval of the apartment for occupancy has been obtained from all governmental bodies of which approval has been required.

Developer can neither imply nor guarantee a firm completion and availability date for any uncompleted condominium parcel or any uncompleted portion of the condominium building and common elements, such advance projections, by their nature, having to be approximate estimates. Developer shall make every reasonable and diligent effort to meet or exceed estimated construction schedules, but Developer shall not be obligated to make, provide or compensate for any accommodations to Purchaser as a result of construction delays. Further, such delays shall not serve to cancel, amend or diminish any of Purchaser's obligations herein undertaken. It is anticipated by the Developer that closing will take place on or before the _____ day of _____, 19____.

10. Closing.

The closing shall be effected in the following manner:

(a) The closing will be at the office of Developer, Developer's attorney or at such other location designated by Developer.

(b) The balance of the purchase price will be paid in cash, cashier's check or certified funds.

(c) Title to the apartment shall be conveyed by warranty deed subject only to the exceptions stated in this instrument and in the owner's title insurance policy.

(d) Taxes, maintenance, insurance and other proratable

items shall be prorated as of the date of closing. Proration of taxes shall be made when the tax statement is issued and shall be based on the November discount for payment of such taxes.

11. Default.

(a) By Developer: If Developer defaults in the performance of this instrument, Purchaser at his option may elect to avoid the Agreement and all sums paid by him shall be returned forthwith to him upon demand. Return of said sums shall be the only remedy available to the Purchaser in the event of a default by the Developer. Failure by Purchaser to give notice in writing to Developer of any alleged default before Developer renders performance of any omitted act shall constitute a waiver of Developer's default.

(b) By Purchaser. If Purchaser defaults in the performance of this Agreement, then Developer, if Developer is not in default, at its election, may terminate this Agreement. In that event, it is agreed that the amount of damages suffered by Developer because of the default cannot be easily determined and shall be liquidated and paid in the following manner: The liquidated sum to be due to Developer shall be equal to all sums paid by Purchaser upon the purchase price, but not more than Twenty (20%) percent of the purchase price. All sums paid upon the purchase price in excess of that liquidated amount shall be paid forthwith to Purchaser, together with a statement of Developer's election to terminate the Agreement and describing Purchaser's default.

(c) Releases. Upon the making of the payments provided in the event of default, both parties shall be released from all further obligations under this Agreement.

12. Non-Assignability.

This Agreement is personal to Purchaser and cannot be assigned without approval of Developer in writing.

13. Broker.

Purchaser warrants and represents that no real estate broker and/or salesman is involved in this purchase and sale other than TEQUESTA PROPERTIES, INC., and agrees to indemnify and hold harmless the Developer against all claims of any real estate broker and/or salesman regarding this transaction.

14. Notices.

Any notice or communication required or permitted pursuant to the terms of this Agreement (except notice by Purchaser of request for mail closing) shall be in writing by certified mail, return receipt requested, sent to the Purchaser at the address above set forth and to Developer at Post Office Box 3447, Tequesta, Florida, 33458. Notice of delivery by mail shall be effective when mailed.

15. Gender.

All pronouns and all variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural forms thereof as the identity may require of the person or persons or the situation.

16. Binding.

This Agreement shall be binding upon the heirs, successors, executors and assigns of the respective parties, and shall inure to the benefit of the successors or assigns of Developers.

15. Gender.

All pronouns and all variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural forms thereof as the identity may require of the person or persons or the situation.

16. Binding.

This Agreement shall be binding upon the heirs, successors, executors and assigns of the respective parties, and shall inure to the benefit of the successors or assigns of Developers.

17. Subordination of Contractual Rights.

Purchaser hereby acknowledges and agrees that Purchaser's contractual and equitable rights under this Purchase Agreement are

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subordinate, junior and inferior to any lien or liens of any and all construction and permanent financing placed upon subject lands by the Developer in the Development of this property.

18. Governing Law.

This Agreement and any amendments or changes thereto shall be governed and construed according to the Laws of the State of Florida.

DATED this _____ day of _____, 19__.

THERE SHALL BE NO LAND OR RECREATIONAL LEASE.

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS AGREEMENT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

Signed in the presence of:

(SEAL)

(SEAL)

As to Purchaser

(Note: Purchaser must sign the name or names in which title is to be taken)

R E C E I P T

Receipt if acknowledged from Purchaser of a deposit in the amount of \$ _____, subject to the terms of the foregoing offer, this _____ day of _____, 19__.

TEQUESTA PROPERTIES, INC.
Escrow Agent

By: _____
Its: _____

Unofficial Copy

ACCEPTANCE OF OFFER

The undersigned, called Developer in the foregoing Offer, accepts the foregoing Offer to Purchase and agrees to sell the described apartment to Purchaser at the price and on the terms and conditions set forth in the offer.

DATED this _____ day of _____, 19__.

HARTLAND DEVELOPMENT CORPORATION

By: _____
William Hart, Its President

LOUISIANA
CLERK OF COURTS
BY: [Signature]
D.C.
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RECORDED
MAIN COURTY, 11A.