

DECLARATION OF PARTY FACILITIES
FOR WATERSIDE ESTATES
Located in Section 20, Township 44 South,
Range 43 East, Palm Beach County, Florida
Public Records

THIS DECLARATION, made this 6th day of September, 1978 by
CORONET DEVELOPMENT CORPORATION, a Florida corporation.

W I T N E S S E T H:

WHEREAS, Declarant, CORONET DEVELOPMENT CORPORATION, is the
owner in fee simple of the property described below, situate and being
in the County of Palm Beach, Florida to wit:

Tracts 5, 6 and 7 of MODEL LAND COMPANY'S SUBDIVISION of
Section 20, Township 44 South, Range 43 East, according to
the Plat thereof on file in the Office of the Clerk of the
Circuit Court in and for Palm Beach County, Florida, record-
ed in Plat Book 5, Page 79, LESS and excepting therefrom the
North 40 feet of Tracts 5, 6 and 7 for canal right-of-way
and less the West 33 feet of Tract 7 for road right-of-way.

WHEREAS, Declarant is desirous of constructing upon the
aforesaid property buildings containing four separate townhouse units
connected by common walls as shown on Schedule "A" attached; and

WHEREAS, each such building is designated to be occupied
solely by four single families living independently of each other;
and

WHEREAS, each such townhouse unit will share common walls
with the adjacent buildings, and each such common wall be located on
an imaginary line, being more particularly described in Schedule "A",
which is attached hereto and made a part hereof; and

WHEREAS, Declarant is desirous of declaring each of the
above-described common walls, to be a party wall; and

WHEREAS, Declarant is further desirous of setting forth the
respective rights and duties of the purchasers, including their heirs,
assigns, successors, and grantees, of the above-described townhouse
units pertaining to said party walls; and

WHEREAS, Declarant is further desirous that this Declaration
be construed to create a covenant running with the land;

NOW, THEREFORE, it is hereby declared, that upon the comple-
tion of each building containing four separate townhouse units, to be
constructed on the aforesaid property, as follows:

1. The common walls, and limited common property shared by
the townhouse units; the walls being located on an imaginary line as
more particularly described in Schedule "A", which is attached hereto
and made a part hereof, and the limited common property being set
forth in Schedule "B" hereof shall be party walls and limited common
property for the perpetual benefit of and use by the owner, including
his heirs, assigns, successors and grantees, of each such townhouse
unit.

2. In the event of damage to or destruction of the party
walls and/or limited common property from any cause whatsoever, other
than the negligence or wilful misconduct of a townhouse owner, the
townhouse owners shall, at their joint expense, repair and rebuild
said wall(s) and/or limited common property, and each townhouse owner
shall have the right to full use as herein contained of said wall(s)
and limited common property repaired or rebuilt. In the event it

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shall become necessary or desirable to perform maintenance thereon the whole or any part of the party wall(s) and/or limited common property, such expense shall be shared equally by the owners of adjoining townhouse units or their successors in title. Whenever such wall(s) and/or limited common property or any part thereof, shall be rebuilt, it shall be erected in the same manner and at the same location where it shall initially be constructed and shall be of the same size, of the same or similar materials and of like quality. Provided, that if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one (1) townhouse unit owner, any expense incidental thereto shall be borne solely by such wrongdoer. If a townhouse owner shall refuse to pay his share, all or part of such cost in the case of negligence or willful misconduct, any other townhouse owner may have such wall repaired or reconstructed and shall be entitled to a lien on the townhouse of the owner so failing to pay, for the amount of such defaulting owner's share of the repair or replacement. If a townhouse owner shall give, or shall have given a mortgage or mortgages upon his townhouse, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the townhouse unit owners. If a townhouse owner shall cease to use the wall as a party wall, he shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the adjacent townhouse owner who shall have an easement upon the land under the wall so long as the wall shall be used by him. Any townhouse owner removing his improvements from the party wall or making use of the party wall shall do so in such manner as to preserve all rights of the adjacent owner in the wall, and shall save the adjacent owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent townhouse unit shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby given to enter on the adjacent townhouse unit to effect necessary repairs and reconstruction.

3. The owner of any townhouse unit sharing a party wall with the adjoining townhouse unit shall not possess the right to cut windows or other openings in the party wall, nor to make any alterations, additions or structural changes in the party wall.

4. The owner of any such townhouse unit shall have the right to the full use of said party walls and limited common property for whatever purposes he chooses to employ, subject to the limitation that such use shall not infringe on the rights of the owner of an adjoining townhouse unit or his enjoyment of said walls or limited common property or in any manner impair the value of said walls or limited common property.

5. Each common wall and limited common property to be constructed on the above-described lots is to be and remain a party wall and limited common property for the perpetual use and benefit of the respective owners thereof, their heirs, assigns, successors and grantees, said lots being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.

6. So long as there shall be a mortgage or mortgages upon any of the parcels described in Schedule "A" this agreement shall not be modified, abandoned or extinguished without the consent of such mortgagee, and acquisition of one townhouse owner's property by any of the other owners shall not operate to render this agreement void, useless or extinguished, without the written approval of the holder of any then outstanding mortgage.

PALM BEACH REC 3010 PAGE 7

IN WITNESS WHEREOF, we have hereunto set our hands and seals
this 6th day of September, 1978.

Signed, sealed and delivered
in the presence of:

CORONET DEVELOPMENT CORPORATION

Sheryl G. Klein
Marilyn M. Davis

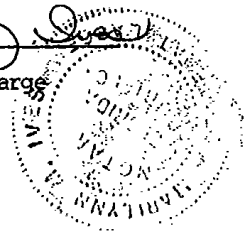
By Arthur M. Kligler
ARTHUR M. KLIGLER, President

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared
ARTHUR M. KLIGLER, President of Coronet Development Corporation, to me
well known to be the person described in and who executed the forego-
ing, and acknowledged before me that he executed the same freely and
voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 6th day of Sept.,
1978.

Marilyn M. Davis
Notary Public
State of Florida at Large



My commission expires: 3-16-82

PALM BEACH REC 3010 PAGE 8

SCHEDULE B

Tracts 5, 6 and 7 of MODEL LAND COMPANY'S SUBDIVISION of Section 20, Township 44 South, Range 43 East, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 5, Page 79, LESS and excepting therefrom the North 40 feet of Tracts 5, 6 and 7 for canal right-of-way and less the West 33 feet of Tract 7 for road right-of-way.

LESS:

Lots 1A, 1B, 1C, 1D, 2A, 2B, 2C, 2D, 3A, 3B, 3C, 3D, 4A, 4B, 4C, 4D, 5A, 5B, 5C, 5D, 6A, 6B, 6C, 6D, 7A, 7B, 7C, 7D, 8A, 8B, 8C, 8D, 9A, 9B, 9C, 9D, 10A, 10B, 10C, 10D, 11A, 11B, 11C, 11D, 12A, 12B, 12C, 12D, 13A, 13B, 13C, 13D, 14A, 14B, 14C, 14D, 15A, 15B, 15C, 15D, 16A, 16B, 16C, 16D, 17A, 17B, 17C, 17D, 18A, 18B, 18C, 18D, 19A, 19B, 19C, 19D, 20A, 20B, 20C, 20D, 21A, 21B, 21C, 21D, 22A, 22B, 22C, 22D, 23A, 23B, 23C, 23D, 24A, 24B, 24C, 24D, 25A, 25B, 25C, 25D, 26A, 26B, 26C, 26D, 27A, 27B, 27C, 27D, 28A, 28B, 28C, 28D, 29A, 29B, 29C, 29D, 30A, 30B, 30C, 30D, 31A, 31B, 31C, 31D, 32A, 32B, 32C, 32D, 33A, 33B, 33C, 33D, 34A, 34B, 34C, 34D, 35A, 35B, 35C, 35D, 36A, 36B, 36C, 36D, 37A, 37B, 37C, 37D, 38A, 38B, 38C, 38D, 39A, 39B, 39C, 39D as shown in the plat of Waterside Estates recorded in the public records of Palm Beach County, Florida, Plat Book 34, pages 193 and 194.

Record Verified
Palm Beach County, Fla.
John B. Dunkle
Clerk Circuit Court

PALM BEACH REC 3010 PAGE 10