

URBAN SYSTEMS DEVELOPMENT CORPORATION  
GENERAL PROVISIONS FOR CONTRACTS FOR THE PURCHASE AND SALE  
OF CONDOMINIUM APARTMENTS, MILES GRANT

May 1972

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II.

DEFINITIONS

This document, "General Provisions for Contracts for the Purchase and Sale of Condominium Apartments, Miles Grant", generally referred to as "General Provisions" herein, and the Purchase Agreements incorporating these General Provisions by reference, each contain provisions applicable to condominiums which shall be composed of solely one continuous apartment building as that term is usually used, and for condominiums which are composed of more than one of such apartment buildings. The term "Apartment Building" as used herein shall, in the event of condominiums containing more than one separate building, be deemed to apply to the specific separate apartment building within that condominium in which the subject condominium apartment (condominium "unit") is located, whenever the context so allows or requires. Otherwise, the term "Apartment Building" shall be equivalent to the term "The Condominium" and the term "Condominium".

III.

CREATION OF CONDOMINIUM REGIME

A. Filing of Documents. It is understood that to make the Apartment Building a condominium, the Developer is authorized to file with the Clerk of the Circuit Court of Martin County, Florida, a Declaration of Condominium and exhibits. Said Declaration of Condominium shall include among other appropriate information, a survey of the apartment location, By-Laws of the Condominium Association, and a statement of the nature and descriptions of incidents of ownership. It is acknowledged that Purchaser's apartment, share of common elements and the particulars of Purchaser's interest in the same are to be determined solely by reference to said Declaration and exhibits.

B. Right of Termination if Condominium Regime Not Established - Right of First Refusal to Rent. If, prior to delivery and closing, it is the determination of the Developer that an insufficient number of condominium units (parcels) have been sold to assure success of The Condominium as a condominium, then the Developer reserves the right to not have the Apartment Building become a condominium, or a part of a condominium, and to refund to Purchaser the full amount of Purchaser's deposits hereunder, without interest. Upon such refunding, all parties to this Agreement shall be fully discharged and relieved from the terms and obligations hereof. In the event that Developer shall refund to the Purchaser his deposits hereunder in accordance with this Paragraph B and shall have decided to lease the subject Apartment within six (6) months of such refund, then Developer agrees to give the Purchaser the right of first refusal to lease said Apartment at the offering rental and terms. Such right of first refusal shall be given by notice to the Purchaser of the terms of such lease, including the amount of rental, the term, security deposit and other provisions of the lease offered by Developer, and Purchaser must within ten (10) days of such notice being given, notify Developer in writing of his (their) intention to accept the rental offer under the terms specified by Developer, or else Developer shall conclusively presume that Purchaser has refused to exercise his right to, and has released and discharged, the right of first refusal contained in this Paragraph B, forever. This right of first refusal shall apply only to the first offering to lease the said Apartment made by Developer, if made within six (6) months of the above mentioned refund, and shall not apply in any case to subsequent offerings to lease said Apartment made later than six (6) months after the above mentioned refund shall have been made, nor to any renewal offers made by Developer, or any other person.

#### IV.

#### RESERVED RIGHTS OF DEVELOPER

A. Developer's Rights; Unsold or Acquired Apartments. The Developer expects to sell all units in the Condominium; however, the Developer through itself or any of its affiliates or subsidiaries shall be entitled to retain ownership, obtain ownership, mortgage, sell or lease any unsold or acquired units so held by it or any one or more of them, and no such sale, mortgage or lease shall require the approval of the Board of Directors of the Condominium Association or of the Condominium membership, as to the proposed purchaser, mortgagee or lessee. It is understood, however, that the Developer will use reasonable prudence in determining the desirability of persons to whom conveyances or leases may be made. Developer shall also retain the right to use condominium units of its choice as sales models or for purposes of otherwise promoting or effecting sales or for the conducting of any business or activity attendant thereto. Developer's obligation to pay monthly assessments (maintenance) with respect to unsold apartments retained by it shall commence the first day of the month next succeeding the filing of the Declaration of Condominium, providing, however, that Developer's obligation to pay said monthly assessments shall not commence under any circumstances prior to the date upon which the first closing of the sale of a condominium apartment (unit) in The Condominium shall have been closed with an independent third party purchaser, which purchaser may be the Purchaser hereunder. Furthermore, the Developer may, at the Developer's option, require of purchasers of units in The Condominium an agreement providing that until December 31 of the year in which the Condominium is declared, or for a period of one-year from the first day of the month next succeeding the filing of the Declaration of Condominium of The Condominium, whichever period Developer chooses, Developer will guarantee that the stated level of assessments for the Condominium will not be increased during the period, except for real estate taxes assessed against the Condominium Association or the Condominium as a whole, if any, and except for any corporate income taxes due from or assessed against the Condominium Association. Said agreement shall provide that the Developer shall not be required to deposit with the Condominium Association the maintenance appurtenant to apartments which have not been sold by the Developer, but that instead the Developer shall pay the costs of maintenance and management of the Condominium for the period mentioned above, to the extent that such costs exceed the stated amount of maintenance received from condominium unit owners other than the Developer. Any such agreement shall allow Developer to contract for the maintenance of the Condominium during the applicable period mentioned above, and such agreement shall contain all methods of termination at the option of the unit owners that are required by the Condominium Act. The agreement mentioned herein is not a maintenance contract, but an agreement providing for the Developer's guaranteeing the level of maintenance in exchange for Developer being released from his obligation to pay maintenance with respect to unsold and unoccupied apartments, providing that Developer pays the costs of maintenance and management which exceed maintenance funds received from other condominium unit owners. The form of this agreement may be distributed to Purchaser as other condominium documents, but Developer's option to require or execute such an agreement need not be exercised by the Developer until the Developer shall close the purchase of the first condominium unit in the Condominium to persons other than substitute Developers.

B. Assignment of Developer's Right to Others. In conjunction with the sale or conveyance of units in the Condominium to one or more persons who are in the business of selling, leasing and/or developing apartments, or apartment houses, Developer may appoint and/or assign the rights of the Developer retained by the Developer in this Agreement, to such other persons, with respect to the apartments (units) conveyed to them, without impairing the rights reserved to and retained by the Developer with respect to the apartments (units) retained or owned by the Developer.

C. Developer's Rights to Modify Condominium Improvements. Developer reserves the right to make such modifications, additions or deletions in or to the Apartment Building and/or The Condominium, as may be approved or required by any lending institution designated by the Developer to make construction loans to the Developer, or any lending institution making mortgage loans on the condominium units in The Condominium, by any appropriate governmental authority, or by the engineers or architects for the Developer, provided that none of the same shall:

- (1) increase the purchase price of the Apartment being sold hereunder;
- (2) require a material physical modification of the Apartment being sold hereunder;

- (3) decrease the financial obligation of the Developer as an apartment (unit) owner;
- (4) increase the relative shares of the common expense (maintenance) to be borne by, or attributable to, the Unit, except to the extent that such increase shall be the result of a change in the mix of apartment types in the Condominium, and/or a physical modification of the Apartment Building or Condominium, deleting one or more apartments. In either case (the change of mix in or deletion of apartments from the Condominium), the result may be that the total stated relative common expense (maintenance stated as a percentage) for all the apartments (units) in the Condominium may be less than 100%. Should that result occur, the common expense attributable to the Apartment and to all apartments (units) in the Condominium, may be adjusted, proportionate (plus or minus .001%) to the stated relative levels of said common expenses attributable to the apartments (units) actually constructed in the Condominium, so that the total of the adjusted common expense for the actually constructed apartments will be exactly 100%.

Developer shall have the authority and unconditional right to change the mix of apartments (types) in the Condominium and/or to delete apartments, other than the Apartment, from the Condominium, and in such cases make the changes in the Declaration of Condominium contemplated by subparagraph (4) above, and the changes in the Declaration necessary to reflect such changes in mix, or deletions. The exercise of this right and authority by the Developer shall not be the grounds for the avoidance of this Agreement by the Purchaser by termination or otherwise, and shall not constitute a default by Developer; Purchaser by the execution of this Purchase Agreement specifically consenting to and approving such changes as may in fact occur.

#### V.

#### TITLE - CONVEYANCE BY WARRANTY DEED

The Apartment which is the subject matter of this Agreement shall be conveyed by the Developer to the Purchaser by good and sufficient Warranty Deed at closing. Title to said Apartment (Unit) shall be good and marketable and/or insurable, and free and clear of all encumbrances, but shall be subject to: taxes for the year in which the date of closing shall fall; conditions, restrictions, limitations and easements of record; and those liens and easements provided for by the Condominium Act; and any mortgage upon the Unit executed by Purchaser; and the covenants, liens, restrictions, limitations and reservations set forth in the Declaration of Condominium and the Exhibits thereto. The title to the Unit shall also be subject to the covenants, restrictions, reservations and limitations filed or to be filed among the Public Records of Martin County, Florida, evidenced or described in this Agreement or in the other documentation mentioned herein. Title insurance will be available to Purchaser at Purchaser's expense at or after closing, insuring Purchaser's title to the subject Unit in the amount of the purchase price, having only the exceptions mentioned in this Paragraph, on a standard form of title insurance policy for the area, containing such other special and general exceptions as are common to the area and to the form of policy. Developer shall not be required to issue or cause to be issued a binder or commitment for the title policy mentioned herein. The parties hereto agree that in the exercise of Developer's absolute discretion, Developer may create, include and/or reflect such covenants, restrictions, reservations and/or limitations, in whole or in part, in the Warranty Deed conveying the subject Apartment to Purchaser.

#### VI.

#### PRORATIONS AND DOCUMENTARY STAMP TAXES

Taxes, insurance and other proratable items shall be prorated as of the date of closing or occupancy, whichever first occurs. Costs of all documentary stamps and Florida surtax stamps required to be affixed to the Warranty Deed and costs of recording said Deed shall be borne by the Purchaser. At closing, Purchaser shall prorate with Developer and reimburse to Developer, Purchaser's said prorated share of any prepaid items, which the Developer shall have prepaid on behalf of the Condominium Association, such as utility deposits, insurance on the entire Condominium property, (which shall be in addition to the proration of any "homeowner" type insurance on the Apartment), and the like. In the case of such prepaid items, Purchaser's liability to reimburse Developer shall be limited to Purchaser's proportionate share (of such items) to-wit: Purchaser's share of the common expenses of the Condominium, with respect to those items prepaid on behalf of, or for the benefit of, the Condominium Association, shall be his proportionate share thereof.

## DELIVERY AND CERTAIN RIGHTS OF TERMINATION

A. Delivery. Developer shall complete construction of the Apartment Building within two (2) years from the date of the execution of the first contract executed for the Purchase and Sale of any apartment in the Apartment Building; otherwise, Purchaser may terminate this Agreement in accordance with the provisions set forth in Paragraph B below, in the same manner as therein provided for in the case where construction does not begin within twelve (12) months. Developer can neither imply nor guarantee a firm completion date or availability date for any uncompleted condominium parcel, such advance projections being, and by their nature having to be, approximate estimates. Developer shall make every reasonable and diligent effort to meet or to 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 or delivery delays, nor shall Developer be liable to Purchaser for any damages or other compensations (other than return of deposits) for reason of such delays. Furthermore, such delays shall not serve to cancel, amend nor diminish any of the Purchaser's obligations herein undertaken, except as specifically provided for in this Paragraph A or hereafter.

B. Termination Upon Delay in Commencement of Construction. The Purchaser may terminate or withdraw from this Agreement, if after twelve (12) months of the date of this Purchase Agreement construction upon the Apartment Building containing the subject unit has not begun. In order to terminate and withdraw from this Agreement under this Paragraph, the Purchaser shall give written notice to Developer at the address provided for the giving of notice in the Purchase Agreement, which notice shall be effective only upon its receipt by Developer. If the Developer, or the Developer's Contractor (Builder) shall have applied for, or filed its application for, or received, the building permit before the receipt of such notice, such notice shall not terminate this Agreement nor shall this Agreement be terminable under this Paragraph B, but shall nevertheless be terminable under Paragraph A, whether or not said building permit has been applied for or received. Upon receipt of notification under and subject to the provisions of this Article of the Purchaser's intention to terminate and withdraw from this Agreement, if said notification shall have been properly and timely given and received, the Developer shall refund without interest all of said Purchaser's deposits then in its possession to the Purchaser herein by check sent to said Purchaser by mail at the address of said Purchaser as designated herein, or at such other address as Purchaser may request in the notice of termination. Upon the termination and withdrawal of the Purchaser from this Agreement in accordance with this Article, all rights and liabilities of all parties hereunder shall cease and terminate.

C. Developer Not Liable for Delays in Completion. The parties hereto acknowledge that the development and construction of the Condominium and more particularly, the Apartment Building, is predicated upon the availability of labor and materials necessary for the construction. Should for any reason the Developer (and/or the Builders employed by the Developer) be unable to commence construction of or complete the Apartment Building because of the non-availability of labor and/or materials necessary for such construction called for hereunder, then the Developer may declare this Agreement void and of no effect, and return, without deduction, the full amount of all deposits made by Purchaser hereunder, to the Purchaser, without interest, separate receipts or agreements to the contrary notwithstanding, and thereupon the within Purchase Agreement shall be deemed void and of no effect, and all parties hereunder shall be discharged of any and all liabilities hereunder.

D. Approval of Purchaser. Purchaser agrees and authorizes that an investigation of Purchaser and his immediate family may be made by the Developer or its agents. The Developer may for any reason deemed sufficient by it at any time within ninety (90) days after the date of this Agreement, but in no event subsequent to the closing of this transaction of purchase and sale and actual conveyance of title to the subject Apartment, cancel and terminate this Agreement by giving written notice by mail to the Purchaser at the address provided for herein for the giving of notice. Upon cancellation of this Agreement under this Paragraph, Developer shall return to the Purchaser any and all sums deposited hereunder by Purchaser, without interest. When said deposits shall have been returned to the Purchaser, all rights of the Purchaser hereunder shall cease and terminate and the parties shall be discharged of all their obligations hereunder. It is further understood that there shall be no liability upon the Developer or any of its agents or employees either for approving or disapproving Purchaser or any other purchaser or for the method or manner of making any investigation of Purchaser, nor shall the Developer be required or obligated to cite or specify any cause for disapproval or rejection of the Purchaser.

## VIII.

### TIME AND PLACE OF CLOSING

Closing of this sale, including payment in full of the balance of funds due from Purchaser to Developer (as shown on the closing statement) and the execution of necessary documents and acknowledgements by the Purchaser, shall take place at the Developer's place of business, or another location appointed by Developer in Martin County, Florida, within fifteen (15) days of the issuance of the Certificate of Occupancy covering the condominium parcel being purchased, or, where the Apartment Building has as of the date of this Agreement been already completed, within ten (10) days of the giving of notice by Developer to Purchaser of such closing. Monthly assessments for Common Expenses shall commence from the first date set for the original closing by Developer, or from the date of occupancy, whichever shall first occur. Developer may, if it deems it necessary, delay the closing date and shall incur no liability by so doing. In the event the Purchaser shall find it inconvenient to attend closing at Developer's place of business within the time herein specified, then Developer may request that closing be effected by mail and Purchaser shall in such case promptly make the remittances, executions and acknowledgements and other necessary or required responses by correspondence, as shall be required of him (them) in order that closing may be so effected. Notwithstanding any previously estimated date for occupancy of the Apartment, it is understood and agreed that Purchaser shall not be entitled to any degree of possession or occupancy of the Apartment prior to closing and the delivery of the Deed. Possession of the Apartment by the Purchaser prior to closing and the delivery of the Deed shall be illegal and contrary to the terms of this Agreement, and Developer shall in its sole discretion, have the right to require vacation by Purchaser, at Purchaser's expense, and Purchaser shall have the obligation to immediately so vacate the Apartment.

## IX.

### PARKING

There shall be appurtenant to each condominium apartment (unit) in the Condominium one (1) parking space which, in accordance with the Declaration of Condominium, will become a limited common element. Parking spaces shall be assigned to the Purchaser and the other purchasers in the Condominium by the Developer. Developer may delay the assignment of a particular parking space to a particular unit and to the Purchaser in particular, until after the closing of the purchase and sale of the last condominium unit in the Condominium has been completed. However, at all times there shall be available for each condominium unit, within the parking facilities available to the Condominium, on a part of the condominium property, one (1) parking space, as a common element or limited common element.

## X.

### PURCHASE AGREEMENT SUBORDINATE TO CONSTRUCTION FINANCING

This Purchase Agreement and all rights hereunder are subordinate and inferior to any construction mortgage (whether or not the same is also permanent financing for the Apartment) placed by the Developer or its nominee upon the Condominium apartment house and its appurtenant lands, whether such construction mortgage shall be executed and/or delivered before or after the date of and/or execution of this Agreement. In the event any lender contemplated by this Article shall require, Purchaser shall execute a subordination agreement suitable to the lender to effectuate this Article; but this Article shall be deemed self-operative.

## XI.

### EVIDENCE OF COMPLETION AND REQUIREMENT FOR DELIVERY OF POSSESSION

The closing of this transaction of purchase and sale shall take place in accordance with the provisions of Article VIII hereof. The issuance of a Certificate of Occupancy or other permit, permits or permissions to occupy, by the appropriate governmental authority shall be conclusive evidence that the construction of the Apartment Building is complete and that the subject Apartment may be lawfully occupied. If said Certificate of Occupancy or other permit or permission is limited to less than the entire Apartment Building, but includes permission to occupy the Apartment, then such certificate, permit or permission shall be conclusive evidence

that the construction of the Apartment is complete and that said Apartment may be lawfully occupied. At or before closing, as the Developer may at its option require, Purchaser shall execute and deliver to the Lender, if there be one financing Purchaser's purchase of the Apartment, any notes, mortgages or other instruments required by the said Lender. At closing, or thereafter, as Developer may require, Purchaser shall execute ratifications of the organizational documents of the Condominium, the closing statements and such other documents as may reasonably be required to evidence Purchaser's obligations and agreements as set forth in this Purchase Agreement, and at or before closing, Purchaser shall pay the balance of the purchase price to Developer. When all of the foregoing has been accomplished, and a Certificate of Occupancy issued, Developer will deliver possession of the Apartment (Unit) to Purchaser. Delivery of possession of the Apartment to Purchaser prior to Purchaser's completing all things required of Purchaser under this Article and elsewhere in this Purchase Agreement shall not constitute a waiver by Developer of Purchaser's obligations in those respects, and Purchaser shall nevertheless complete his (their) obligations and responsibilities to Developer, at Developer's request, even if the same shall be after closing, and/or after delivery of possession of the Apartment to Purchaser.

## XII.

### DEPOSITS

Any and all deposits made by the Purchaser under the terms of this Agreement shall be held in a special account by the Developer or by Developer's duly authorized agent(s) or nominee(s), and shall not be commingled with the general funds of the Developer or of such agent(s) or nominee(s). Such funds may, however, be commingled with similar deposits from other purchasers purchasing apartments (units), condominium units or dwelling houses in Miles Grant. After the filing of a Notice of Commencement for the Apartment Building, Developer may at Developer's option, use and apply said deposits in the actual construction of only that Apartment Building containing the subject Apartment (Unit) and defined in this Agreement as the Apartment Building. To effectuate the use of said funds for construction purposes, and subsequent to the filing of the Notice of Commencement, Developer may cause said deposits to be paid over to a construction loan account and/or any other account for the above stated purposes, and such account or accounts need then not be a separate account. For the purposes of this Article XII, construction of the Apartment Building shall include improvement of any part of the real property which is the site of the Apartment Building, and which becomes the Condominium property or a part of the Condominium property. In particular, should the Condominium be a multi-apartment building condominium, the construction of the Apartment Building shall also be deemed to include improvement of the common elements of the Condominium, even though the same shall not specifically be the site of the Apartment Building. The word "improvement" as used herein shall for the purposes of this Article XII include but not be limited to, any activity to make a building site ready for construction, including excavation and the like.

## XIII.

### THE MILES GRANT COUNTRY CLUB

A. There shall be two types of recreational facilities in Miles Grant. There shall be a group of facilities whose ultimate purpose shall be primarily for recreational use and enjoyment by all of the owners of residences in Miles Grant and, under certain limited circumstances, by others. These facilities shall be referred to collectively as the "Club Facilities". These facilities will include, and Developer shall have the obligation to produce:

- (1) an eighteen (18) hole golf course and adjacent practice putting green;
- (2) a swimming pool and child's wading pool;
- (3) two (2) lighted tennis courts;
- (4) twelve (12) shuffleboard courts; and,
- (5) a club house structure which will have the following:
  - a) men's and women's separate locker and dressing facilities, each with its own sauna;

- b) an exercise room and exercise equipment available for use by both men and women;
- c) a service room for the swimming pools which may be also used as a storage area;
- d) a first-aid and life guard's room;
- e) a 19th-hole facility where food and beverages can be served; this facility shall not be required to be a separate room;
- f) a restaurant and cocktail lounge, provided, however, that all appropriate liquor licenses are obtainable and can be obtained;
- g) rooms available for beauty and/or barber shops, or other appropriate services;
- h) an enclosed area, room or store which may be used to sell groceries and sundries;
- i) a billiard room;
- j) an arts and crafts room; and,
- k) a multi-purpose room.

Additionally, there is a proposed yachting marina, sometimes referred to as the "Yacht Club". This facility will be constructed provided Developer receives all necessary approvals from any and all governmental or quasi-governmental authorities to allow the necessary dredging, bulk-heading, docking and other construction. The Miles Grant Country Club will open on or about

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The other type of recreation facilities in Miles Grant will be any such facility, recreational in nature, that is part of the condominium property of only one, or a limited number of condominiums, or residences, but less than all condominiums and residences. This latter type of recreation facility will be referred to as "limited recreation facilities". By way of example and not of limitation, Miles Grant Condominium One, the first condominium constructed and completed in Miles Grant, (which condominium's name may be changed), has a swimming pool upon its condominium property which is a common element of that condominium only. That swimming pool is a limited recreation facility, available for use only to the owners--residents in that condominium, except as the condominium documents and association for that condominium may otherwise provide. Such limited recreation facilities will not be a part of the Club facilities, and the Developer shall have no obligation to make any such limited recreation facility a Club facility.

B. Other facilities herein called "future facilities", contemplated as Club facilities, shall be provided, in Developer's discretion, when from time to time the development progress of Miles Grant warrants it, as determined exclusively by Developer. The future facilities shall include any other facility at any location in Martin County, Florida, which the Developer, in the exercise of its discretion, decides to add to the Club facilities, and shall consist of such improvements, design, configuration, size, equipments, and/or facilities as the Developer shall determine to be appropriate. By way of example and not of limitation, the Developer may add additional tennis courts and, if the marina is built, provide additional food service facilities at that site.

C. Developer's model apartments and sales and management offices are located at 1813 Cove Road, Stuart, Florida, and may hereafter be located in a separate building and/or in one of the condominiums produced by Developer. The parties agree that the Developer shall have exclusive use and possession and the right to maintain such model apartments and offices thereon, and, notwithstanding the fact that models, offices and other sales and administrative facilities may be on Club property or on property which will later become Club facilities, or on condominium property, to carry on its business activities at those locations, to invite the general public into the Club House and/or condominium buildings, for the purpose of reaching such model apartments and the Developer's office facility, all for such periods of time, and from time to time, as Developer shall require, in the exercise of its discretion.

allow such person or persons courtesy use of the Club facilities, which courtesy use shall be limited to ten (10) days per person, once the first Club facilities shall have been conveyed to the Club corporation, all in furtherance of Developer's promotional endeavors and sales efforts in and about Miles Grant. The costs to Developer for such courtesy use shall not exceed the lowest regular charge for or fee charged to members for such (similar) use.

D. The Club facilities in Miles Grant will be organized as a social club in the format of a Florida corporation. This corporation will be in existence at closing of the subject transaction and Purchaser shall upon closing become a full voting member of this said Club (corporation). During Developer's development of the properties known as Miles Grant, there will originally be 1300 voting memberships, one for each of the projected residences and dwelling units in multi-family dwellings and apartment houses which are not condominiums contemplated for the residence project, Miles Grant. Developer estimates that 1300 memberships will be sufficient to afford a voting membership to each residence and dwelling unit owner in Miles Grant. Developer shall not cause to exist more than 1300 extant memberships at any one time. In computing memberships, there shall be counted only one membership for each residence and for each dwelling unit in multi-family dwellings and apartment houses which are not condominiums, actually constructed in Miles Grant to which memberships are assigned. Memberships relinquished under the provisions mentioned in Paragraph G hereof shall not be counted in the computation of the number of memberships. Developer shall have and retain all voting rights with respect to memberships attributable to residences and dwelling units owned by Developer and with respect to memberships reserved for residences and dwelling units not yet constructed, and with respect to relinquished memberships, all of which Developer may vote.

E. The various Club facilities will be retained by the Developer and owned by the Developer or his nominee until June 30, 1974. On July 1, 1974, or as soon thereafter as shall be practicable, Developer shall convey to the Club corporation (entity) all completed Club facilities in fee simple, free of mortgages and encumbrances, but subject to real estate taxes for the year 1974 and subsequent years (See Paragraph B above). However, if 500-residences in Miles Grant are sold and closed prior to June 30, 1974, then at Developer's option Developer may make the conveyance mentioned in the second sentence in this paragraph prior to that date but subsequent to the closing of the sale of the 500th residence; but in no event shall such conveyance be made prior to July 1, 1973. Prior to date of conveyance Developer (or his nominee) shall have the right to all revenues from the operation of the Club and Club facilities and shall pay all expenses of maintenance and operation of the Club facilities. Members shall not be required to pay any dues or other assessments for the purpose of maintaining or operating the Club for any period prior to said date of conveyance, and there shall be no dues or other assessments by the Club against its members for those purposes prior to that date of conveyance. Members shall nevertheless have the right to use Club facilities. Members shall, however, be required to pay fees and charges imposed by the Club or Developer for the use of such Club facilities as such fees and charges are usually made for such as golf green fees, restaurant and bar services, golf cart rental, etc. With respect to golf usage, members will have a preferred rate over the general public. Prior to date of conveyance, Developer or his nominee retaining the Club facilities may open the Club facilities to use by the general public, on such terms and conditions and for such fees and charges as said Developer or his nominee shall deem appropriate in the exercise of its (their) absolute discretion. In the Club there shall be available a sauna and exercise room the use of which prior to the date of conveyance shall be preferred to members and guests (including guests of corporate members) and persons holding annual privileges. Preferred users will have preference over all other persons in the use of the sauna and exercise room. Subsequent to the date of conveyance there shall be no usage by the general public of Club facilities, except as specifically authorized by the Club, and prior to July 1, 1977, with the additional consent of Developer, Urban Systems Development Corp.

F. From and after the date of conveyance established in Paragraph E above, each member of the Club having the obligation to pay general dues and assessments will pay an equal share of the dues and assessments of the Club, and the Club shall have full maintenance and operational obligation of Club facilities, shall pay costs thereof, as well as the other costs and expenses related to the Club facilities and operation such as real estate taxes, insurance premiums and the like, and Developer shall have no obligation to pay any costs, expenses, or obligations of any nature whatsoever of the Club or Club facilities attributable to periods subsequent to said date of conveyance. However, until such time as there shall be 500 members in the Club, other than Developer or Developer's successors as Developer, or until July 1, 1977, whichever first occurs, the Developer shall pay a share of the total dues and assessments of the Club, which share shall be calculated on a monthly, quarterly or semi-annual basis, as Developer shall require, as follows: Each membership other than those held by or retained by Developer or its successors as Developer, shall have the obligation to pay general dues and assessments and shall pay a share of such total dues and assessments which share shall be no more than 1/500 (.20%) of such total. Developer shall pay the balance. By way of example and not of limitation, should there be 300 members other than Developer, they would pay in the aggregate 300/500 or 60% of such total dues and assessments (.20% X 300) and Developer would pay the balance of such assessments, or 40% of total of dues and assessments coming due during the applicable time (200/500 or 200 X .20%). During the time Developer is sharing dues and assessments, the Club shall not make any assessments for capital improvements nor betterments to the Club properties or facilities



without Developer's approval. Developer's obligation to pay a share or shares of the said dues and assessments shall terminate when the Club first has 500 members other than Developer, or on July 1, 1977, whichever first occurs.

G. Purchasers becoming residence owners or dwelling unit owners in Miles Grant prior to July 1, 1974, shall have the right to relinquish their memberships by submitting a writing to that effect to the Club and to the Developer between July 1, 1974 and August 31, 1974. Purchasers who become residence or dwelling unit owners in Miles Grant subsequent to July 1, 1974, shall before closing or within 45-days thereafter, have the right to relinquish their memberships in the same manner. A member relinquishing such membership in the Club shall not be entitled to any compensation, remuneration, refund or other consideration from the Developer or from the Club entity for reason of his relinquishing his membership. Relinquished memberships shall inure to the benefit of the Developer, and from and after the date of relinquishment, shall be considered in the same status as if such memberships had never been created or assigned to a dwelling unit or residence. Without limiting the generality of the foregoing, relinquished membership shall not be assessable to Developer or any other person unless and until recreated or assigned to residences or dwelling units completed and the owner(s) thereof. Membership once relinquished may only be reacquired by the owner relinquishing it as the Club and the Developer may thereafter permit, and upon such terms and conditions, and the payment of such fees as the Club and the Developer may establish. Subsequent to July 1, 1977, the Developer shall have no control over the reacquisition of relinquished memberships, and subsequent to that date the matter of reacquisition of relinquished memberships shall be the sole province of the Club.

H. Except for memberships owned or retained by Developer both with respect to residences and dwelling units owned by Developer in its capacity as Developer, and memberships reserved for residences and dwelling units not yet constructed or completed, and except in certain cases involving the use privileges of others heretofore mentioned in Paragraph D, membership in the Club shall be an appurtenance to the residence of the member-owner in Miles Grant and shall pass with the transfer of title to that residence. Membership shall be evidenced by a document of record reflecting that it is an appurtenance to the real property, to-wit, the residence involved, or in the case of an apartment house or multi-family dwelling which is not a condominium, to the real property so involved. There shall be reserved with respect to each residence owned by a member, or in the case of multi-family dwellings or apartment houses which are not condominiums, with respect to the real property involved, a lien upon the residence or property in the appropriate case which will secure the payment to the Club of the dues and assessments of the member(s) owning such residence or property. This lien by its terms will be subordinate and inferior to any first mortgage upon the residence, or property, so involved in the case of multi-family dwelling or apartment house which is not a condominium, held by or given to an institutional mortgagee to-wit, a bank, insurance company, real estate investment trust, savings and loan association, savings bank, union pension fund authorized to do business in the State of Florida, or instrumentality of the U. S. government. Any such mortgagee taking title to a residence or property by foreclosure or deed in lieu of foreclosure will take free of any delinquent assessments or dues constituting a lien against the residence or property, and will be exonerated from Club dues and assessments while holding title to such residence or property until same is sold, leased or otherwise occupied by or with the consent of such mortgagee. This lien against the residence may be reserved in the deed from the Developer, or otherwise created in writing, as shall be required by the Developer at or after closing. Purchaser agrees to execute such a writing as Developer shall require to effectuate the lien right described in this Paragraph, and the operation of membership as an appurtenance to the residence, which writing may be recorded among the Public Records of Martin County, Florida. No lien shall be required to be created against any residences or dwelling units or other property owned by or retained by Developer as Developer, nor against any unimproved lands of the Developer in Miles Grant, nor with respect to any memberships reserved by Developer.

I. Developer shall retain all memberships which have not been assigned to or granted to the owners of residences or the owners of apartment buildings and/or multi-family dwellings (which are not condominiums), or which have been relinquished in the manner set forth in Paragraph G above, so there shall not be less than 1300 voting memberships, and Developer shall have the right to vote such memberships as are retained and/or held by it, but such memberships shall not be assessable for dues or any other charge or obligation of the Club or of the Club facilities, except that nothing in this paragraph shall reduce Developer's obligation under Paragraph F above to share in such dues and assessments prior to July 1, 1977, in accordance with the provisions of said Paragraph F, during the period provided for such sharing in Paragraph F. Similarly, Developer shall have the right to vote memberships reserved with respect to residences, multi-family dwellings or apartment houses, but the same shall not be assessable until, in the case of residences, they are sold to third parties other than successor or substitute developers, and in the case of multi-family dwellings or apartment houses which are not condominiums, until they are first occupied by owners of the same.

shall be applicable, other than Developer in its capacity as Developer, or its successor or co-developer in this capacity as successor or co-developer. In the case of multi-family dwellings or apartment houses other than condominiums, the memberships reserved and assigned with respect thereto shall become assessable on a per dwelling unit basis, rather than on an aggregate basis, as such occupancy and tenancy of the dwelling unit to which membership has been assigned first occurs. Both before and after July 1, 1977, Developer shall have the right and full ability to create and assign any memberships and use privileges retained or held by it or reserved to Developer with respect to residences, dwelling units, multi-family dwellings or apartment houses, in Miles Grant, whether or not constructed, to any purchaser of a residence in Miles Grant, and to the purchaser of the said multi-family dwellings or apartment buildings in Miles Grant. In addition, both before and after July 1, 1977, Developer shall have rights to create and assign any memberships retained or held by it or reserved to it to successor developers or other developers (so that there may be more than one developer in Miles Grant), of residences in Miles Grant, in conjunction with the transfer, sale or other alienation of portions of Miles Grant for which such memberships have been reserved, and to establish in such successors and other developers rights and powers with respect thereto, coextensive with and to those held by, retained by, or otherwise had by Developer. Developer may provide, in the exercise of its discretion that such successor developers and/or other developers shall have the same rights, powers, obligations and/or exonerations, with respect to such memberships as are transferred, as does Urban Systems Development Corp., as Developer, including but not limited to the obligation to share a portion of the share of the dues and assessments imposed upon the Developer in Paragraph F above; but nothing herein shall be deemed to increase the total share of such dues and assessments which are the obligation of Developer under Paragraph F above; but such obligation of the Developer may be shared by the Developer with other developers and/or become the obligation of successor developers. Developer shall have, and likewise have the right to assign in whole or in part, the power and right to release the covenants creating the membership and liens against any residence, by its sole execution of a document to that effect, in order to effectuate the provisions of this Article XIII and in particular to implement the provisions of Paragraph H above.

J. Miles Grant may at Developer's option include: all lands in Martin County, Florida owned or acquired by the Developer, and/or such lands in Martin County, Florida, to which Urban Systems Development Corp. has rights of acquisition, or a contract for the purchase thereof; and the lands of the said Urban Systems Development Corp. in Stuart, Florida; and/or such other lands in Martin County, Florida, as Urban Systems Development Corp. shall designate as Miles Grant, or a part thereof, by writings delivered to the Club, from time to time, prior to July 1, 1977.

K. The Club organizational documents shall provide that tenants of a member, which tenant actually has bona fide occupancy of the member's (s') residence, and tenants of multi-family dwellings and/or apartment houses which are not condominiums, in cases where memberships have been granted or assigned to the owners thereof, which tenants actually have bona fide occupancy of apartments or dwelling units, in such multi-family dwellings or apartment houses, may, with the member's (s') (and in the appropriate case owner having membership rights attributable to his multi-family dwelling or apartment house) consent, use the Club facilities instead of and in place of the member-owner to the exclusivity of the member-owner's (s') use of said facilities. The Club may impose a yearly transferability charge, which charge shall be in addition to any other authorized membership dues, fees or charges for services or assessments, with respect to each membership being used by other than the member-owner for each year of such usage. This transferability charge, as of the drafting of this document (May 1972) is anticipated to be \$ 100.00 per year. Prior to July 1, 1974, Developer may impose and collect such transferability charge from member-owners (including the owners of multi-family dwellings and/or apartment houses to which memberships have been assigned) desiring the privilege of having their tenants use the Club facilities instead of themselves. Subsequent to July 1, 1974, such charge as imposed shall inure to the Club or the Club entity. The amount of such charge on an annual basis shall, however, not be reduced below \$50.00 per year per membership, nor be increased beyond \$ 100.00 per year membership without the written approval of the Developer, Urban Systems Development Corp. The tenants of such members having use rights of the Club facilities as herein set forth shall have no voting rights. Voting rights of members shall be retained by the member-owners.

L. There shall not be more than one voting membership in the Club with respect to any given residence or dwelling unit or apartment as the case may be. The Club member in each case shall be the actual owner of that property, whether that owner is a natural person or persons or a corporation or other lawful entity. Use privileges afforded to members may be granted to a member's family in residence with him (them) in the owned residence to which the membership is appurtenant. Tenants of members occupying the residence or apartment to which a membership is attributable or appurtenant may be granted use privileges instead of the member-owner, consistent with the provisions of Paragraph K above, but such tenants shall not be voting members, voting rights being reserved to member-owners, except with respect to the use privileges or membership rights in favor of others previously established or previously created as mentioned in Paragraph D above. Nothing in this Paragraph L explaining membership shall be deemed to prohibit or restrict the Club or the Developer from charging different periodic fees for golf privileges or other use privileges for which such charges and fees may be imposed, when the persons having the use rights for reason of the fees consist of only one person; more than one person (such as a man and his wife); or a family. In particular, and without limiting the generality of the foregoing, and by way of explanation only, it is anticipated that members desiring annual golf privileges will pay one fee if only one person will be using the privileges and different (larger) fees if more than one person in his immediate family in residence with him in Miles Grant are to have golf privileges.

M. Part or all of the roads within Miles Grant may become private roads and may become part of the Club property, in which event the Club will be responsible for the maintenance and upkeep of the roads which become part of Club property.

N. The provisions of this Article XIII shall survive the closing of this transaction of purchase and sale and shall not merge therein.

#### XIV

#### DISCLOSURE, DISCLAIMERS, AND MODIFICATIONS OF IMPROVEMENTS AND/OR DOCUMENTS

A. Disclosure. The parties hereto covenant and agree that the requirements of law for disclosure of documents pertaining to the Condominium, as reflected in Paragraph H of Article I of this Purchase Agreement, have been fully met and satisfied by the delivery to the Purchaser prior to the execution of this Purchase Agreement of prospectus materials which set forth either the actual pro forma form of the various documents involved which are to be used as the specific form for the Condominium, or which set forth in narrative (but not necessarily verbatim) form, the contents of the principal provisions of the said documents, or a combination of pro forma documents and prospectus documents. Developer agrees that prior to closing and title conveyance, it will present a complete set of the actual final documentation to Purchaser, if Purchaser has not previously received said documents. If in Paragraph H of Article I of this Purchase Agreement, reference is made to this Article XIV for some or all of the documentation involved, then it is acknowledged that the documents for which reference is made to this Article are the only documents which may not have been delivered in pro forma or final form to Purchaser prior to the execution of this Purchase Agreement. Purchaser specifically waives any requirement for, or right to, delay closing contained either in Florida statutes or in law, now existing or hereafter enacted, and agrees to close the within transaction upon the closing date established or set forth, in accordance with the terms of this Agreement, providing only that Purchaser shall not be required to close by Developer sooner than fifteen (15) days after the mailing or delivery of the actual form of the documentation to be used for the Condominium, to Purchaser. Purchaser specifically acknowledges receipt of the pro forma documents and of the prospectus materials describing the balance of documentation, as set forth in Paragraph H of Article I hereof, which together constitute all the documents described in Paragraph H. Unless there shall actually be a substantial and material deviation in the final documentation from the said pro forma, or from the prospectus materials where they have been delivered instead of pro forma documentation, in a manner which would materially affect the rights of the Purchaser or the value of the Apartment (Unit), Purchaser specifically agrees that this Agreement shall be enforceable in accordance with its terms and closing shall take place as set forth in this Agreement without delay. Should the final documentation vary substantially and materially from the pro forma documentation or vary substantially and materially in its specific provisions from the prospectus descriptions of this provision in a manner which would materially affect the rights of the Purchaser or the value

of the Apartment (Unit), then within fifteen (15) days of the date of distribution of those materials to Purchaser, Purchaser may cancel this Agreement and receive back any deposits made to Developer under this Purchase Agreement, with interest thereon where such interest is required to be paid by the Florida Condominium Law, at the rate so required to be paid on the date of execution of this Purchase Agreement, which right to rescission and refund shall be and is agreed to be Purchaser's sole remedy in case of such variance or change in the documentation which would materially affect the rights of the Purchase or the value of the subject Apartment (Unit), or Purchaser may elect to close. Failure of Purchaser to notify Developer of his (their) intention to cancel this Purchase Agreement within fifteen (15) days shall be conclusively presumed to be an acceptance and approval by Purchaser of the final form of said documentation and any right to rescind this Purchase Agreement on the part of Purchaser shall thereupon terminate. Closing the final form of said documentation, whether or not the same shall have been materially and/or substantially changed as aforesaid.

B. Waiver of Delays in Closing. Purchaser specifically waives the provisions of Section 711.24 of the Florida Statutes or any other laws which are in conflict with this Article XIV or any other provisions of this Agreement, including but not limited to the right to delay closing or to have final form of documentation distributed more than fifteen (15) days prior to closing, or the right to control, prohibit and/or approve any changes of any nature whatsoever in the final form of the documentation. Purchaser specifically agrees that it is a material consideration to this Agreement and its execution by Developer that Purchaser shall not bring any action, process, Court proceeding, administrative proceeding, or action for damages of any nature whatsoever, to enforce any rights under said Section 711.24 or any amendment or substitution thereto, or any future act or statute or ruling of law in the State of Florida in conflict with this Article XIV. Purchaser agrees that in any and all cases its sole remedy, which may be enforced in Court, shall be the rescission of this Agreement and a refund and return of all deposits made hereunder by Purchaser with the interest required by the Florida Condominium Act at the rate established by that Act, on the date of the execution of this Agreement, in the event Developer does make material and/or substantial changes in the documentation which materially affects the rights of Purchaser or the value of the subject Apartment (Unit).

C. Developer's Rights to Modify - Materiality. The parties to this Agreement acknowledge that the Developer's plans for this Condominium, related condominiums, and the surrounding lands, will take an extended period of time for completion and include a substantial number of dwelling units, which may include among them condominium units, cooperative units, or a combination of both, apartments, single-family dwelling houses, duplexes and party-wall structures. In order to keep such a program of development viable, Developer shall have the maximum amount of flexibility for production and creation of recreation facilities and to modify from time to time the structure, components and elements included in the various condominiums and other structures. This flexibility shall include, among other things, ability of the Developer to include additional buildings in one condominium, exclude one or more buildings from multi-building condominiums, reduce or increase the number of apartments in a given building, and to change the mix in any of the various apartment buildings from the number of each type of the various apartments offered for sale in that building, to a different number of the various types, and even on occasion excluding one or more types totally.

To implement this kind of a development program and to reserve to the Developer the flexibility mentioned and contemplated in this Article, parties acknowledge and Purchaser specifically understands and agrees that his (their) purchasing of subject Apartment must be and is conditioned upon granting to the Developer the flexibilities hereinabove and hereinafter mentioned and it is therefore, agreed that the Developer has and shall have said flexibilities and options.

1. The parties agree that at Developer's discretion it may change the content, form, provisions, of the Declaration of Condominium and the Exhibits thereto, or the Articles of Incorporation of the Condominium Association, the By-Laws of the Condominium Association, the brochure materials, the budget for the operation of the Condominium Association during the initial period of its operation, the proposed Management Contract, if any, provided:

a) That such change shall not increase Purchaser's relative share of the expenses of the Condominium, except as is provided for in Article V, Paragraph of this Agreement; that no such change shall disenfranchise Purchaser as a Condominium owner, nor interfere with the parking obligations of the Developer with respect to the Condominium as elsewhere indicated in this Agreement, and the specific requirement that there shall be at least one (1) parking space for each and every condominium unit in the Condominium, upon the Condominium property, or upon lands being part of that Condominium property, which lands may be easement lands providing there are no rentals or fees reserved therefrom by others; that such changes shall not result in the Condominium property being land-locked without access to public streets or ways; that such changes shall not result in a reduction of the relative share of the Common Elements attributable to the subject Apartment, except it is understood and agreed that if Developer shall in the exercise of its rights, change the mix of apartments, delete or add apartments or buildings in the Condominium, the Common Elements attributable to the subject Apartment may be reduced or increased to a percentage equal to that percentage which the price of the subject Apartment is of the total offering prices of all apartments to be constructed within the Condominium, as set forth on the price list for the Condominium upon which the originally stated Common Elements as estimated or calculated by Developer were computed. In the event apartments are added for which no prices were established on said price list, then the adjusted Common Elements shall be reasonably based on the first offering price list containing the newly offered apartments such that such original apartments shall have a reasonable favorable adjustment in case of such increase. The proportions required hereunder shall be deemed met if they calculate to plus or minus .2%.

b) That no such change in the Management Contract shall restrict the Condominium Association's right to terminate that Contract as provided therein consistent with law, or increase the fee or fee formula or basis for fee provided for in the Contract, except in accordance with the provisions of the Management Contract. Nothing in this Paragraph shall be deemed to prohibit the Condominium Association from negotiating and entering into any changes in any Management Contract, or from entering into any agreement respecting the management of the Condominium properties.

2. The parties hereto specifically agree:

a) That changes or amendments in any of the documentation identified in this Purchase Agreement, and applicable to the Condominium, may be made by the Developer consistent with the restrictions on such changes or amendments contained in this Agreement, or within the parameters established for such changes or amendments in this Agreement;

b) That changes or amendments in any of the lands, improvements thereon, including but not limited to buildings, recreation facilities, and other facilities, may be made by the Developer consistent with the restrictions on such changes or amendments contained in this Agreement, or within the parameters established for such changes or amendments in this Agreement; and

c) That such changes or amendments which are consistent with this Agreement or within the parameters established for changes or amendments in this Agreement, do not materially affect the rights of the Purchaser nor the value of the subject Apartment (Unit).

This Agreement shall be liberally construed to grant Developer maximum flexibility to make changes and amendments to the documentation and the Condominium property and improvements thereon, including but not limited to the Club and its facilities described in Article XIII, in order to meet the requirements for flexibility hereinabove mentioned, and nothing in this Agreement shall be deemed to restrict Developer from making changes or amendments of any nature whatsoever which Developer could have made, absent the specific provisions allowing changes or amendments to be made contained in Article XIV and in Paragraph C of Article IV hereof.

## MISCELLANEOUS

- A. Limitation of Assignability by Purchaser. This Agreement is not assignable or transferable without the written consent of the Developer.
- B. Notices. For the purposes of this Agreement, and for the giving of any and all notices hereunder, the addresses of the parties are as set forth in the Purchase Agreement. Either party may notify the other of a different address for the giving of notices in the manner for giving notices, providing such new addresses shall be within the United States, its possessions, Canada or the Bahamas. Whenever, under the terms of this Agreement, a notice shall be required or may be given, such notice shall be deemed given when a written copy thereof shall be deposited in the United States mail, addressed to the party to receive the same, at the address contained herein for the giving of notice, with sufficient prepaid postage affixed thereto to carry it to its destination. The notice required under Article III, Paragraph B hereof shall, however, not be deemed given until actually received by the Developer.
- C. Definition of Purchase Agreement. The parties agree that the terms "Purchase Agreement" and "Agreement" as used herein include: the document executed by the parties hereto entitled "Urban Systems Development Corp., Miles Grant, Purchase Agreement", which document contains the identification of the subject Apartment or Unit and the purchase price in addition to other information; this document which is entitled "General Provisions for Contracts for the Purchase and Sale of Condominium Apartments in Miles Grant", being Urban System Development Corp.'s document of May, 1972, and any addenda or attachments hereto; all of which collectively constitute the entire agreement between the Purchaser and Developer.
- D. Developer's Authorization to Record Documents. Purchaser hereby authorizes the Developer to file in the Public Records of Martin County, Florida, all papers and documents deemed necessary by Developer for the creation of the Condominium.
- E. Approval of Documents by Purchaser. At the time of closing, or thereafter as Developer shall require, Purchaser agrees to subscribe to further approve and ratify the Declaration of Condominium, the Charter and the By-Laws of the Condominium Association, and the contracts, licenses and other contractual arrangements provided for in this Agreement.
- F. Default. If Purchaser shall fail to do any of the things herein required of the Purchaser, including but not limited to payment of any and all moneys required hereunder to be paid, and execution by Purchaser of all documents herein contemplated and required by Developer and/or Lender to be executed by Purchaser, and in particular the closing documents, within fifteen (15) days immediately succeeding the day such payment or act was due to be paid or performed, then this Agreement shall be in default and Developer may keep and retain any and all deposits paid hereunder by Purchaser, but not exceeding ten (10%) percent of the purchase price, as liquidated and agreed upon damages which shall not be construed as a penalty or forfeiture, as a consideration for the release of the Purchaser by the Developer from any and all further obligations under this contract to the Developer, and Developer shall thereupon be automatically released and relieved of any and all of its obligations, covenants and agreements hereunder and this Agreement shall be deemed terminated, or Developer at its option may pursue such other remedies as it may have under the laws of the State of Florida.
- G. Provisions Surviving Closing. The provisions of this Agreement hereafter described shall survive the closing, to-wit: Articles IV, IX, XI, XIII and XIV; and Paragraphs E, G, H, I, J, K, L, M, O, P and Q of Article XV.
- H. Developer's Rights Freely Assignable. Developer's rights hereunder shall be freely transferable and assignable by Developer to any person or persons whomsoever, provided only that such person or persons shall assume obligations of Developer hereunder and under similar and like contracts for other parcels (apartments) in the Condominium with other purchasers. Upon the assumption by any assignee or transferee of the Developer named in the preamble to the Purchase Agreement, said Developer shall be thereafter relieved of all obligations hereunder, save only the obligation to transfer and deliver to such assignee or transferee any and all funds then on deposit with said Developer, having been deposited or paid by Purchaser hereunder, against the purchase price of the Apartment.

I. Appointment of Other Developers. The Developer may appoint, designate or assign, in whole or in part, the rights of Developer to one or more person or persons, both real and corporate, in conjunction with the sale, transfer or conveyance of any of the lands of the Developer in Martin County, Florida, and/or identified by the Developer as part of Miles Grant, from time to time without impairing the rights reserved to and retained by the Developer, its successors or assigns, with respect to any lands of the Developer, retained by the Developer or acquired by the Developer in Martin County, Florida, or with respect to any apartments (units) owned or retained by the Developer. The rights herein created shall be in addition to any other rights of the Developer to sell, assign, transfer or set over, in whole or in part, any other or similar rights of the Developer hereunder.

J. Developer Owned Apartments as Models-Displays. The Developer shall have and retain the right to use and show as a model apartment or as model apartments any units (apartments) in the Condominium owned by Developer, and to display in reasonably appropriate places on the Condominium property, entrance foyer of the appropriate building; and upon the door of such apartments, directions to and that they are Model Apartments. Developer, its agents, servants, employees and lawful invitees may come upon the Condominium property in a lawful manner for the purpose of showing and viewing such Model Apartments and for the purpose of otherwise conducting Developer's business of selling such apartments and like apartments, whether or not within the Condominium.

K. Limitation on Pets. Purchaser agrees that he does not now, nor at any future time, intend to bring onto the Condominium property, nor into the Condominium Unit (Apartment) being purchased, nor keep within said Condominium Unit (Apartment), a pet, nor cause or allow same to occur. Or, if the contrary be true, that such act shall be allowed only by a conditional license granted by the Developer; that such license may be revoked either by the Developer or by a majority of the Board of Directors of the Condominium Association, their successors or assigns, at their sole discretion; and further, that such act shall be covered by that separate standard agreement known as "PET PERMISSION AGREEMENT", (found among the standard contract forms in use by the Developer and made available to the Purchaser for his review) and by all of the provisions contained therein; whether or not such agreement shall be separately signed and executed by the parties hereto; said "PET PERMISSION AGREEMENT" being made a part of this Purchase Agreement by reference. Assurances by the Purchaser, herein made, shall survive the closing of this sale and the conveyance of title, from Developer to Purchaser, of the subject Condominium Unit (Apartment).

L. Form of Documents - No Third Party Beneficiaries. Developer reserves the right to change or amend the form of the Purchase Agreement, General Provisions, Prospectus and brochure materials which it is using in and about any of its developments and with respect to other sales of residences in Miles Grant and/or any other residences or improvements wherever located. This Agreement shall be construed to create rights between the parties hereto, their heirs, successors and assigns, in accordance with the terms hereof and shall not be deemed to create any rights of any nature whatsoever in persons who in law would be described as "third party beneficiaries".

M. Purchaser Not to Request Change in Plans or Specifications. Purchaser acknowledges and agrees that Developer cannot entertain any request from Purchaser for changes or alterations in the floorplans, construction, specifications or other details of the Apartment as it has been constructed or will be constructed in general accordance with plans on file with the Developer.

N. Captions. The captions and titles of the Articles and various Paragraphs of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement nor in any way affect this Agreement.

O. Applicable Law. This Agreement shall be construed under the laws of the State of Florida.

P. Easements. Purchaser agrees that Developer shall have and continue to have all necessary easements for access to all common facilities, models, offices and other sales and administrative facilities. This Paragraph shall survive the closing of this transaction.

Q. Additional Definitions. For the purpose of this Agreement, the parties acknowledge that the term "Miles Grant" is a non-specific term that generally applies to the entire development area in Martin County, Florida, owned by and planned for development by the Developer, and any other lands which from time to time the Developer may in the exercise of its uncontrolled discretion decide to include within that general descriptive phrase which are located in Martin County, Florida. Nothing in this Agreement shall be deemed to limit the Developer in any respect for reason of its prior or subsequent use of that phrase. Furthermore, the Developer shall have full right to use and apply said descriptive phrase to any other developments in or out of the State of Florida or to allow others to do so. The term "Miles Grant" shall be deemed to refer to that series of condominium apartment buildings including townhouses, court apartments, high-rise buildings, condominiums, cooperatives, and such other types of residential buildings which are located in Martin County, Florida, which are designated from time to time by the Developer to be included within Miles Grant. The phrase "Miles Grant" shall not be deemed restrictive in any respect on the Developer, and the Developer shall at its option have full right and authority from time to time to include additional and alternative buildings and building sites in the group-designated or defined by "Miles Grant". This Paragraph Q shall survive the closing of this transaction.

R. Perimeter Road System. The perimeter road in the Miles Grant Development which has as its main office address 1813 Cove Road and to which this Agreement is applicable, will be privately owned originally. The owners of units and other residences or interests in the real property within said Development shall be granted easements in perpetuity for ingress and egress over the perimeter road system, to use the same lawfully with appropriate vehicles or on foot. The properties benefited by such easements (the properties owned by persons who have the rights to use the easements) will be subject to a covenant running with the land creating a charge and lien upon the land and dwelling units and, in the case of condominium, the condominium property, to be assessed on a reasonable and equitable basis to raise the monies necessary to repair, maintain and replace where necessary, the said perimeter road. The parties hereto agree that the following shall be considered an equitable basis for such assessment, but not the only equitable system of assessment: 85% of the costs of repair, maintenance and replacement will be borne by persons owning property to be used as residences, whether condominium or otherwise, and 15% of said costs to be borne by the non-residential owners; for example, the Club. The 85% shall be distributed on a per residence basis once the Development has been 90% or more completed. Prior thereto, a portion of said 85% shall be paid by the owners of undeveloped lands fronting on the perimeter road in proportion to the linear frontage involved. The proportion between developed and undeveloped lands shall be computed as if there were planned 1,000 residences in Miles Grant. Improved properties having residences shall bear that portion of the 85% of the aforementioned costs and expenses as the number of dwelling units bears to 1,000 and the balance of the 85% shall be borne by undeveloped land; it being understood, however, that once the Development is 90% completed, whether or not the final plan produces more or less than 1,000 units, that the full 85% of the aforementioned costs and expenses shall be apportioned among all of the residential owners. The entrance gate and guard facilities in Miles Grant shall be treated for the purposes of maintenance, repair and replacement in a similar fashion.

END OF GENERAL PROVISIONS





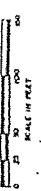
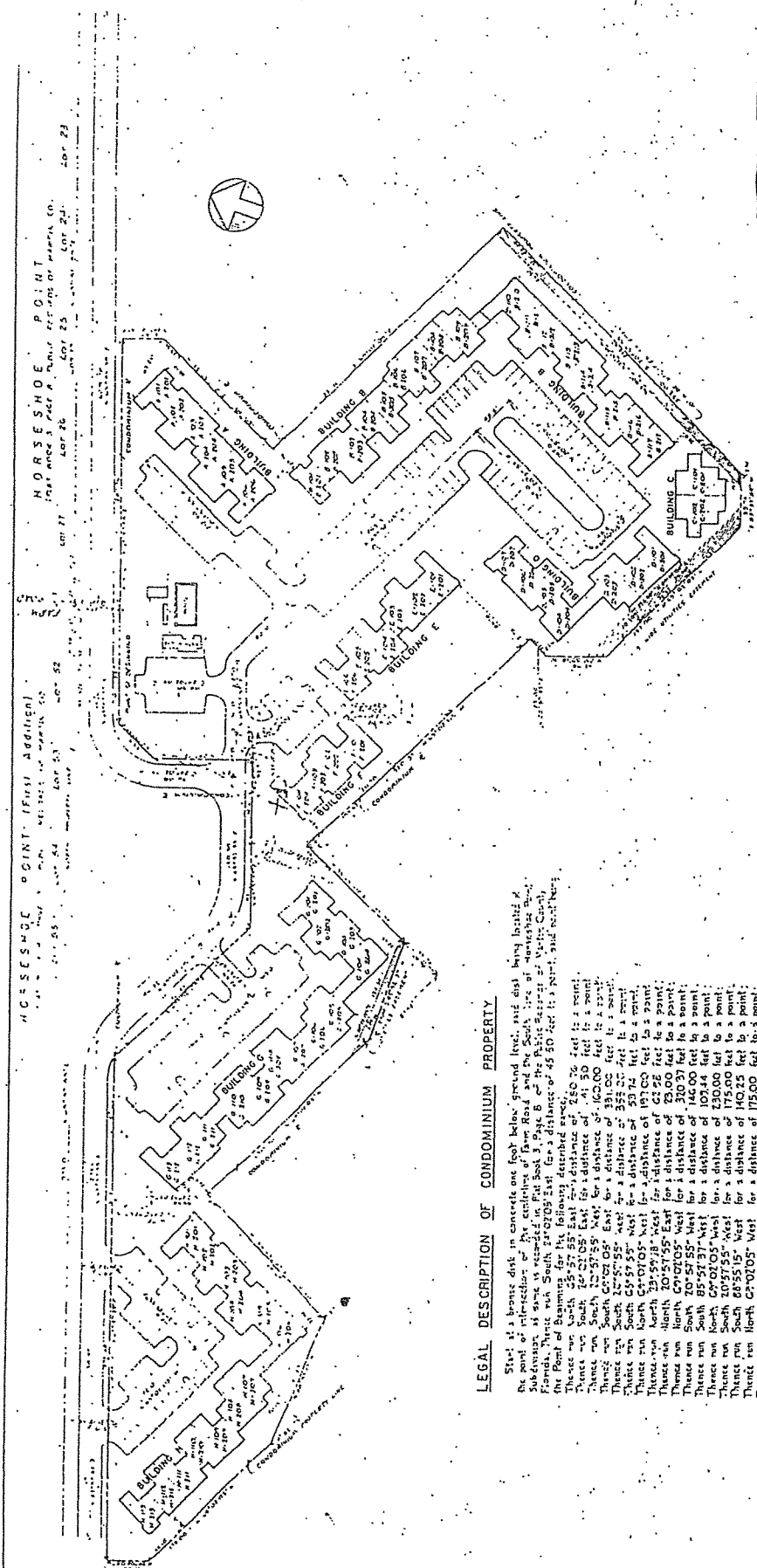
NOTES:

- A. Each numbered unit is composed of the apartment and the attached balconies, terraces or porches, if any. On Pages 5 through 20 porches, terraces and balconies, to the extent that same exist, have been included within the boundaries shown therein.
- B. All land and all portions of the buildings or other improvements not located within the boundaries of a unit are parts of the common elements or are limited common elements. As to limited common elements, their use is reserved to the unit or units to which they have been assigned, or will be assigned, to the exclusion of other units, provided however: Easements for maintenance, repairs and improvements are reserved to the Condominium Association.
- C. All dimensions shown in the individual condominium units are to the interior unpainted, finished (or unfinished) surfaces.
- D. The property description contained on the survey reflected on Sheet 3 entitled Boundary and Survey of Building Locations is the legal description of the condominium property submitted to condominium ownership in the Declaration of Condominium.
- E. The perimeter road (road system) reflected on Sheet 4 of this Exhibit is not part of the condominium property, but easements for use of the road system for lawful ingress and egress have been granted. The easements created on that portion of the perimeter road reflected as "tentative" are subject to change and modification at the option of the declarer of said easements.
- F. The unit descriptions (identifying numbers) contained on Sheet 3, Boundary and Survey of Building Locations, are for reference purposes and shall not be deemed conclusive of the boundaries of a particular condominium unit. The boundaries of the particular condominium units are established and numbered for identification on Sheets 5 through 20 inclusive in this Exhibit.

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NOTE:

Datum planes (for elevations) will be added to the recorded Exhibit #1.

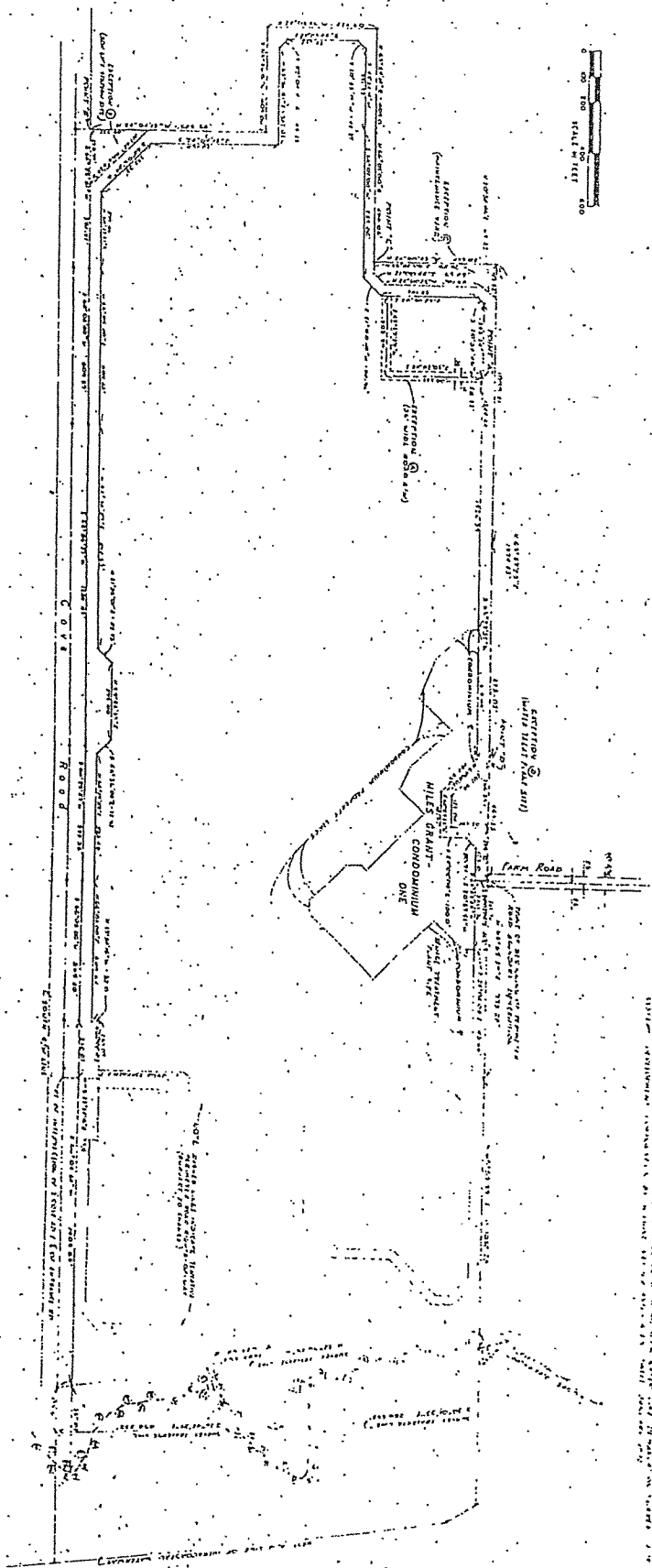


**LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY**

Site of a bronze disk in concrete one foot below ground level, and disk being located at the point of intersection of the centerline of Farm Road and the South line of ...  
 Florida, Thence with South 85°02'05" East for a distance of 45.50 feet to a point, and north here  
 The Point of Beginning is for the following described parcel:  
 Thence with South 85°02'05" East for a distance of 250.00 feet to a point;  
 Thence with South 85°02'05" West for a distance of 160.00 feet to a point;  
 Thence with South 02°02'05" East for a distance of 131.00 feet to a point;  
 Thence with South 25°57'55" West for a distance of 59.74 feet to a point;  
 Thence with South 02°02'05" West for a distance of 107.00 feet to a point;  
 Thence with North 70°57'55" East for a distance of 62.26 feet to a point;  
 Thence with North 02°02'05" East for a distance of 320.00 feet to a point;  
 Thence with North 70°57'55" West for a distance of 146.00 feet to a point;  
 Thence with South 85°02'05" West for a distance of 230.00 feet to a point;  
 Thence with South 02°02'05" West for a distance of 175.00 feet to a point;  
 Thence with South 45°57'55" West for a distance of 110.00 feet to a point;  
 Thence with North 02°02'05" West for a distance of 41.65 feet to a point;  
 Thence with North 02°02'05" East for a distance of 519.99 feet to a point;  
 Thence with South 02°02'05" East for a distance of 1192.33 feet to a point;  
 Thence with North 02°02'05" East for a distance of 181.21 feet to a point;  
 Thence with North 70°57'55" West for a distance of 100.00 feet to a point;  
 Thence with North 02°02'05" East for a distance of 297.01 feet to a point;  
 Thence with North 02°02'05" East for a distance of 123.00 feet to the Point of Beginning.

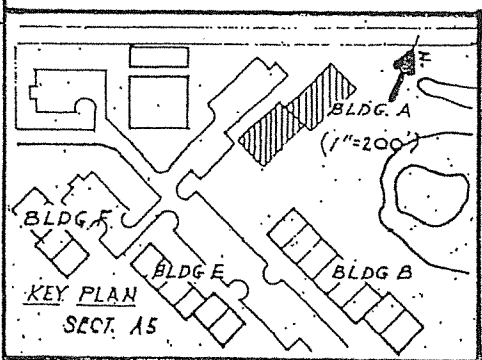
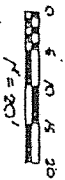
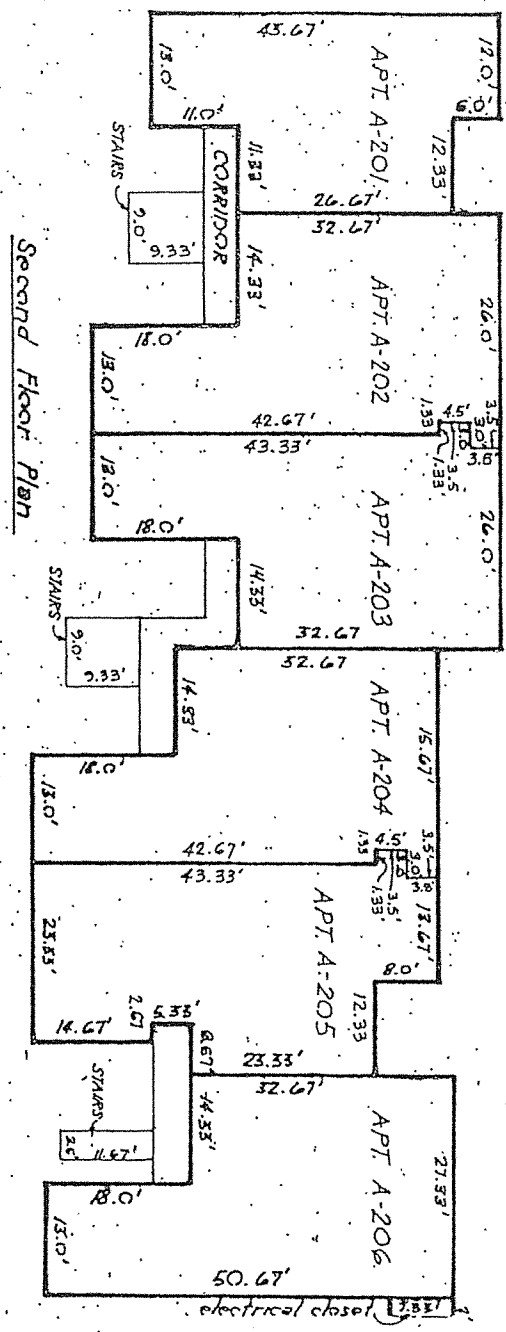
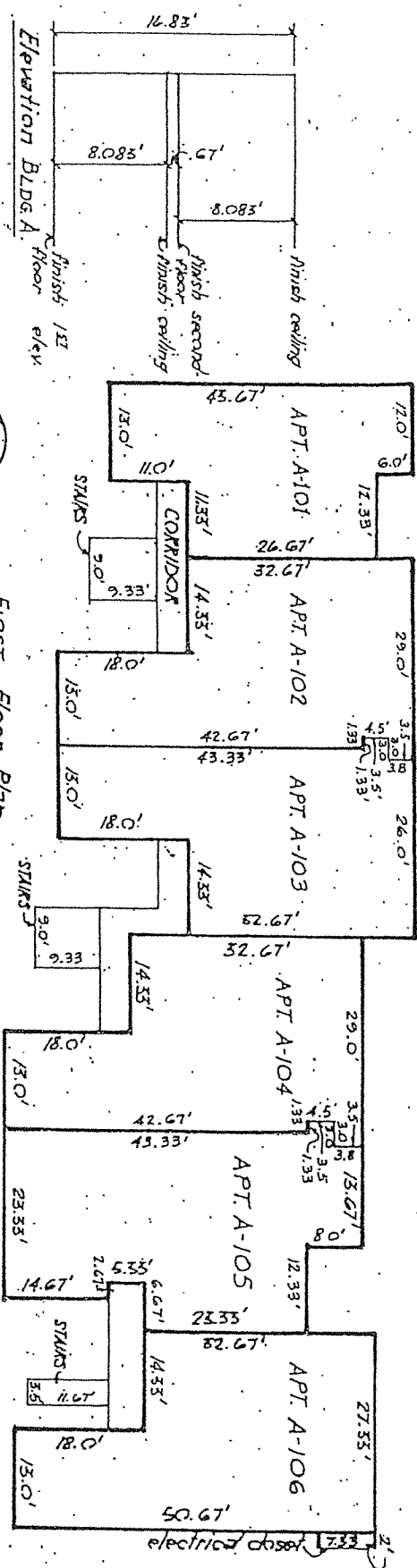
MILES GRANT CONDOMINIUM ONE  
 SURVEY, PLOT PLAN AND GRAPHIC  
 DESCRIPTION OF IMPROVEMENTS  
 GREENLEE, MONROE & ASSOCIATES, P.C.  
 BOUNDARY AND SURVEY OF

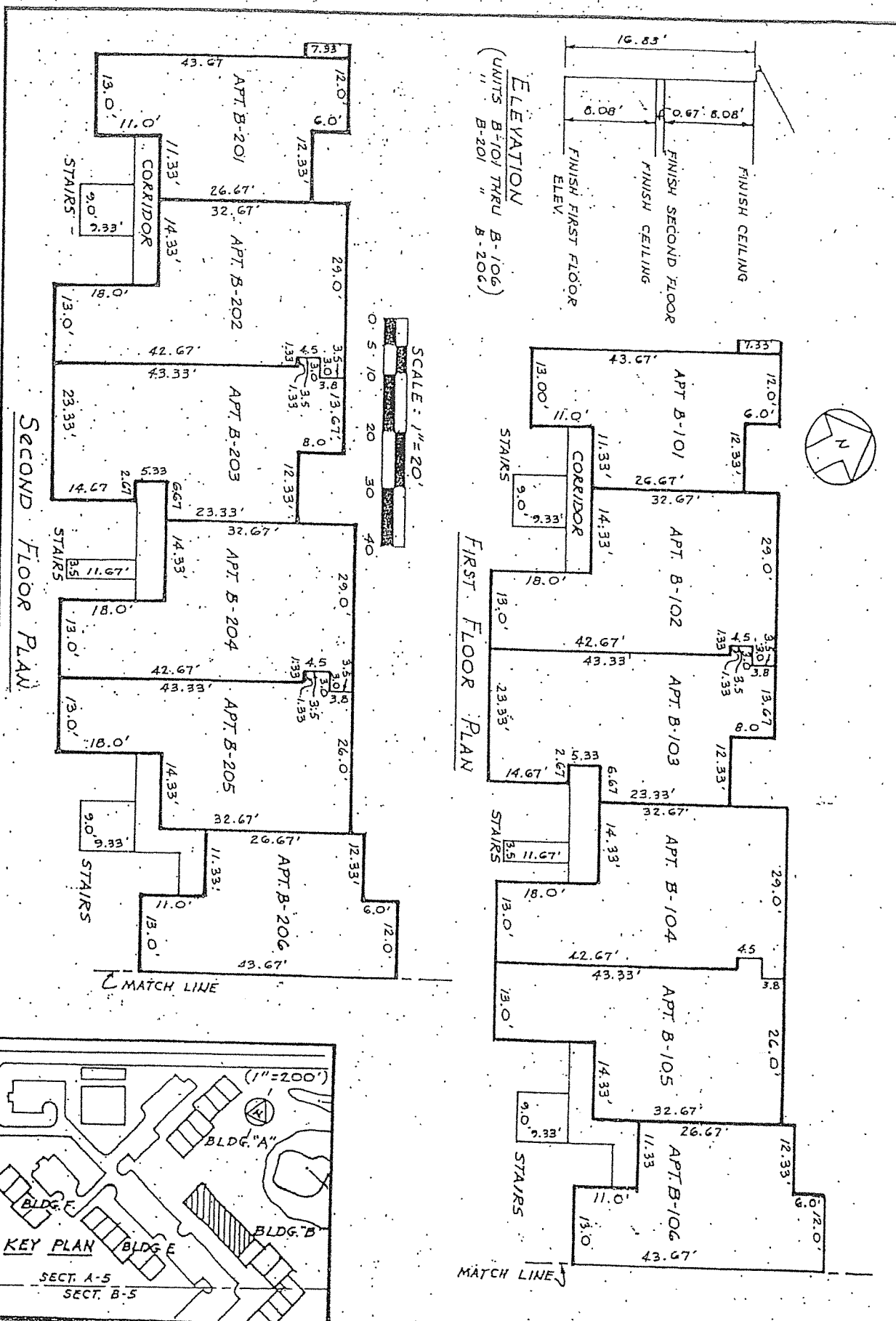
EXHIBIT # ONE  
 To the Declaration of Condominium  
 of MILES GRANT Condominium, Ohio

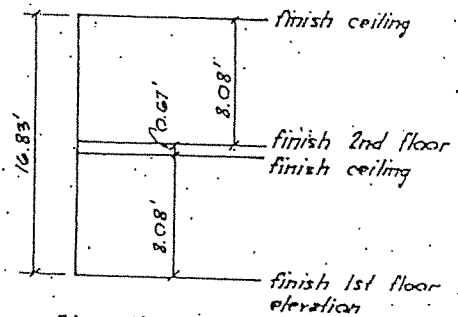
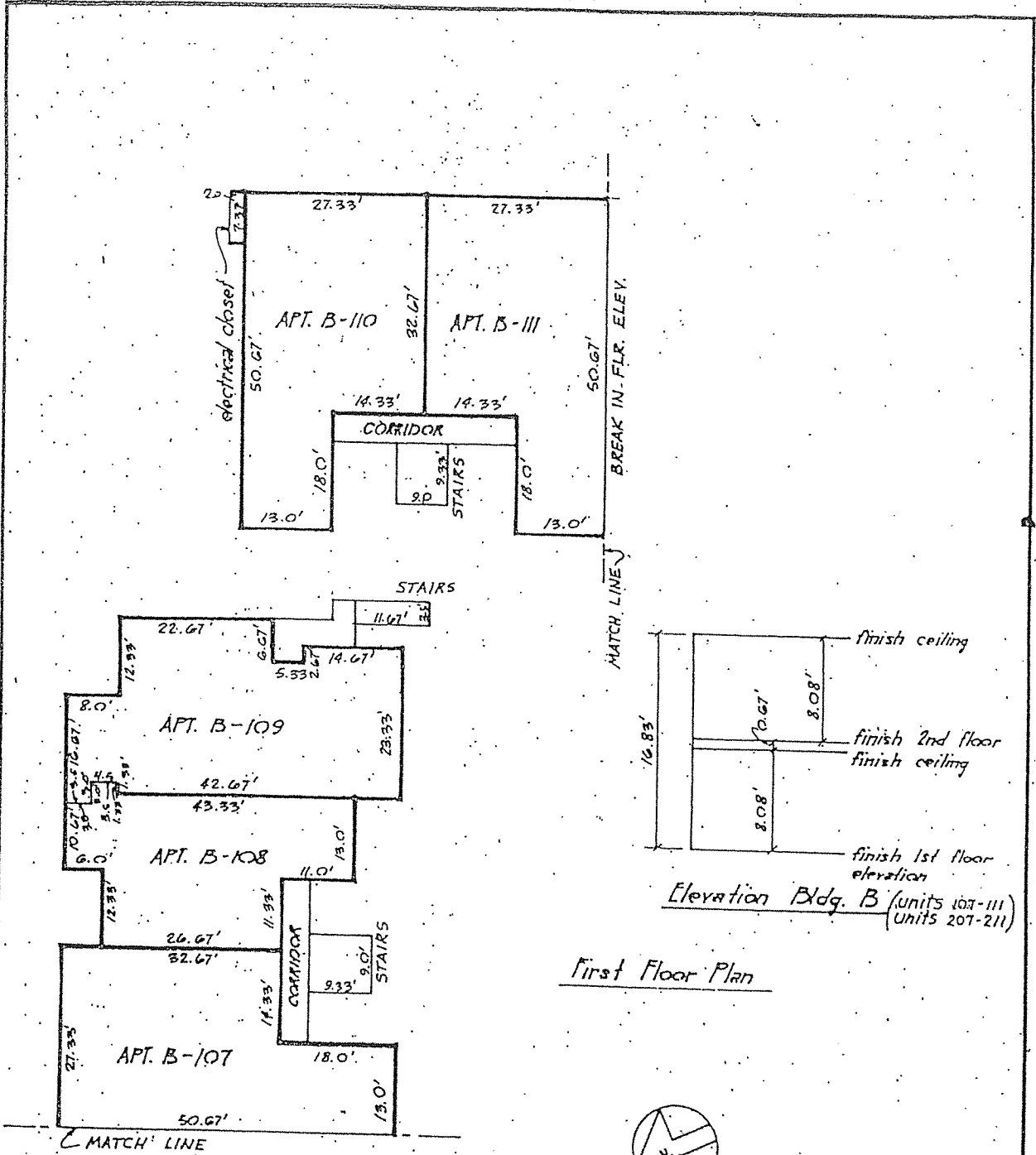


MILES GRANT CONDOMINIUM ONE			
SURVEY, PLOT-PLAN AND GRAPHIC			
DESCRIPTION OF IMPROVEMENTS			
GENERAL: MEDLOCKEY & ASSOCIATES, INC.			
DATE	SCALE	PROJECT NO.	4
PERIMETER ROAD BOUNDARY			

THIS DOCUMENT IS THE PROPERTY OF MEDLOCKEY & ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MEDLOCKEY & ASSOCIATES, INC.

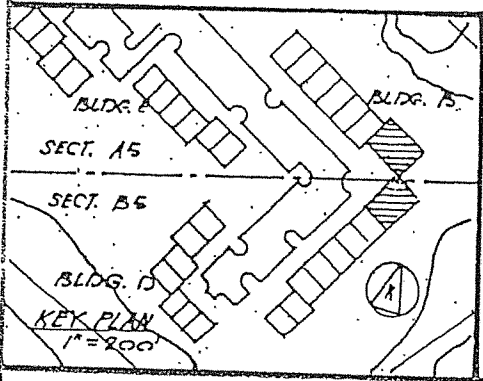
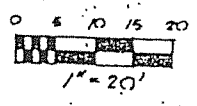


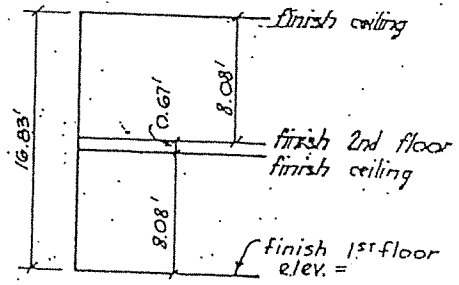
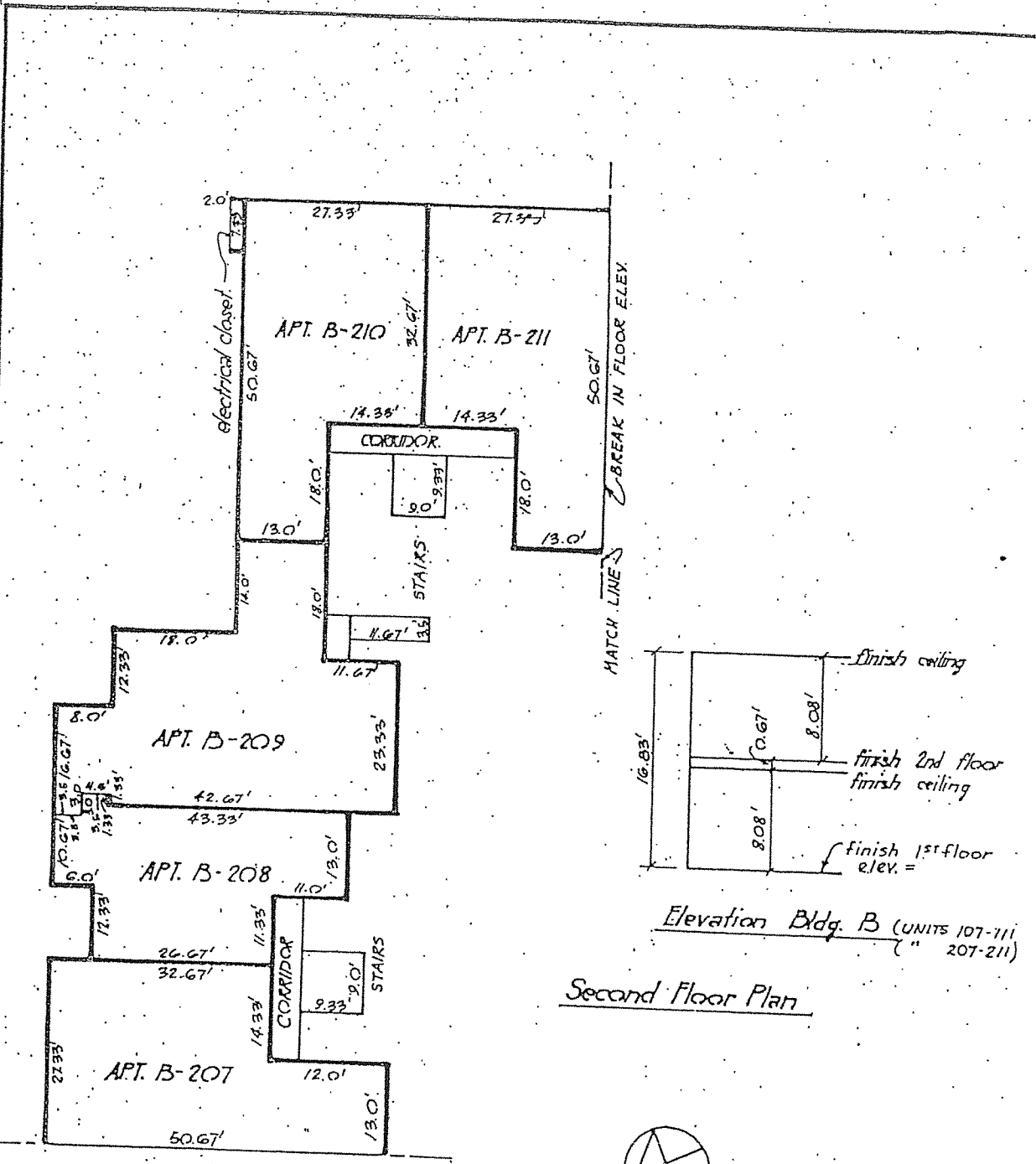




Elevation Bldg. B (units 107-111) (units 207-211)

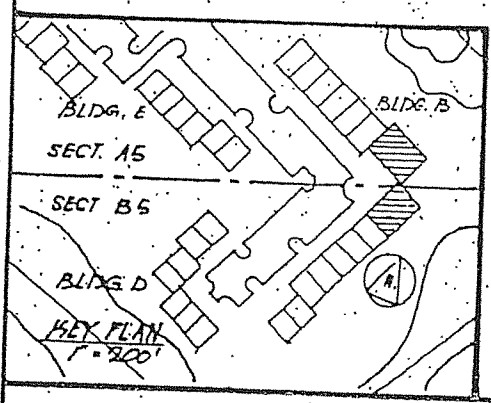
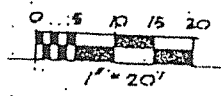
First Floor Plan





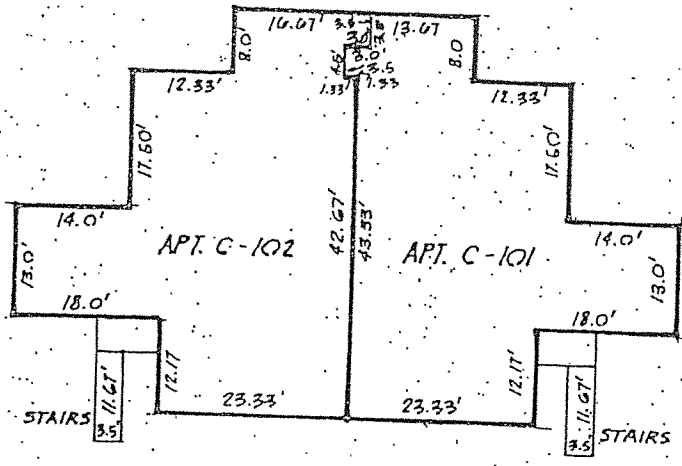
Elevation Bldg. B (UNITS 107-111  
( " 207-211)

Second Floor Plan

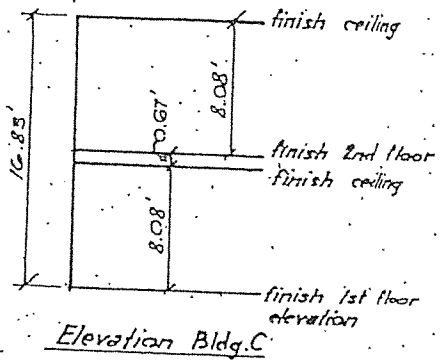




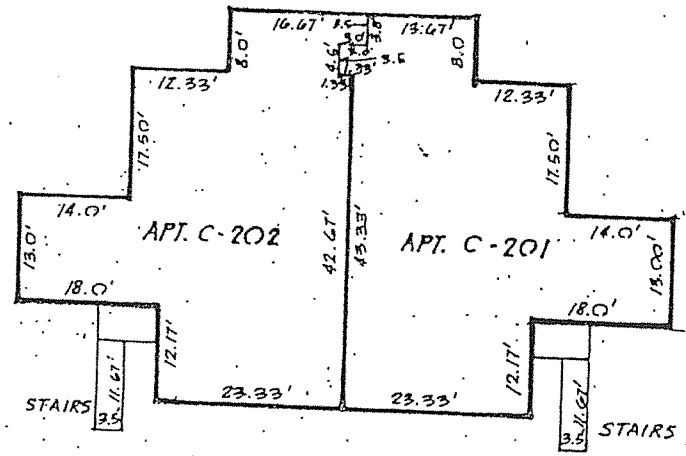
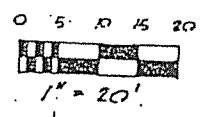
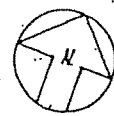




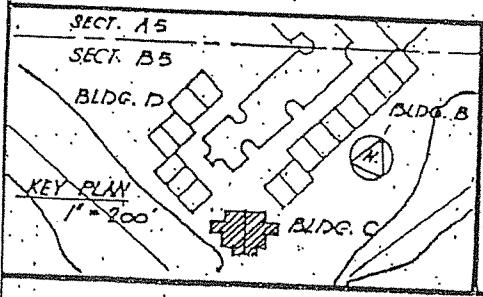
First Floor Plan

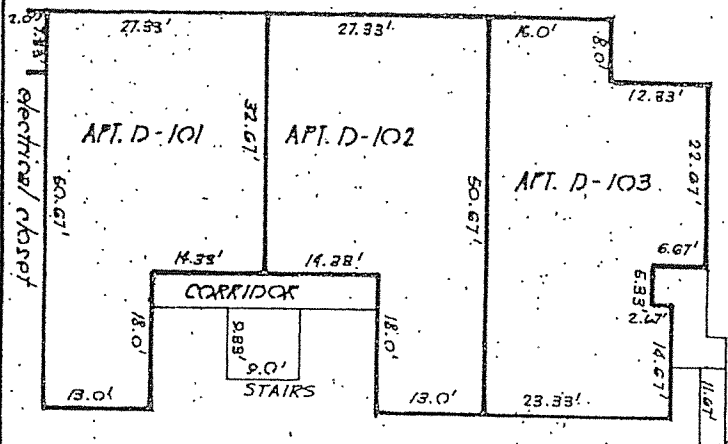


Elevation Bldg. C

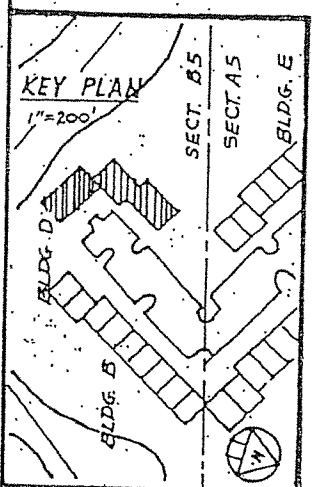
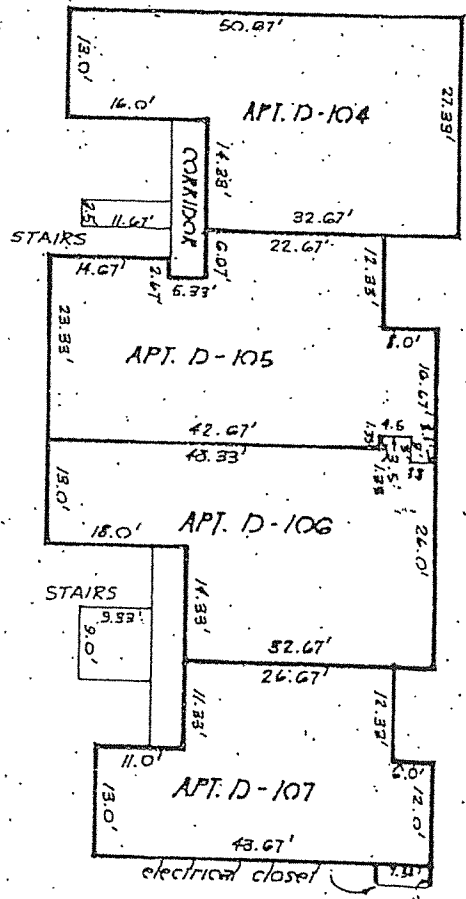
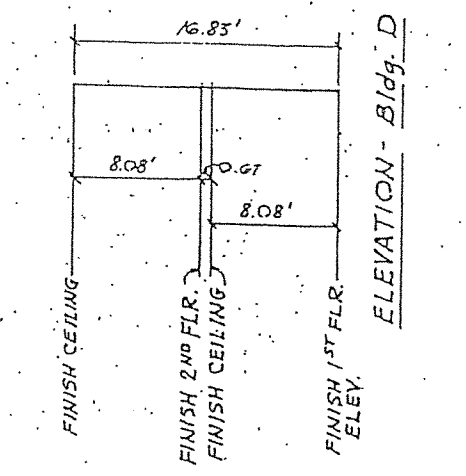
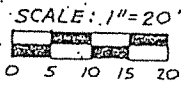


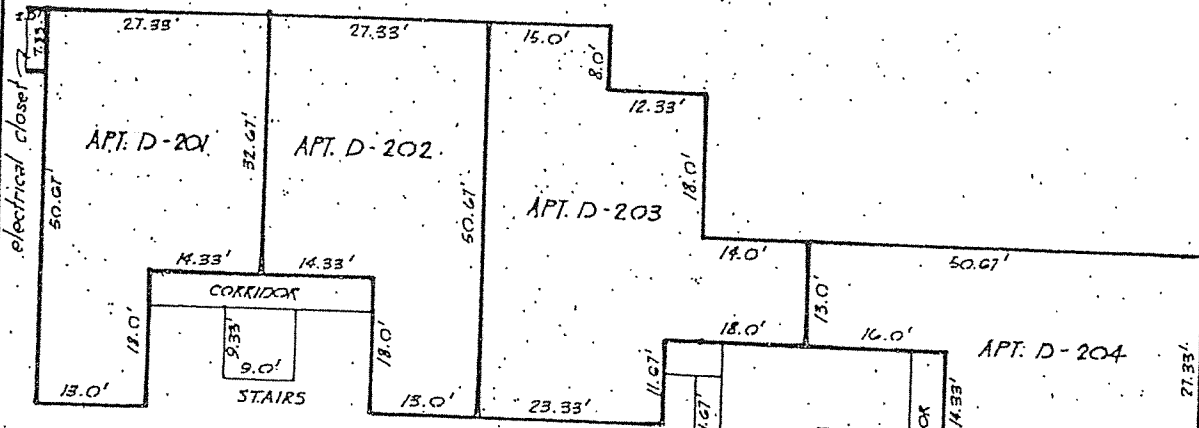
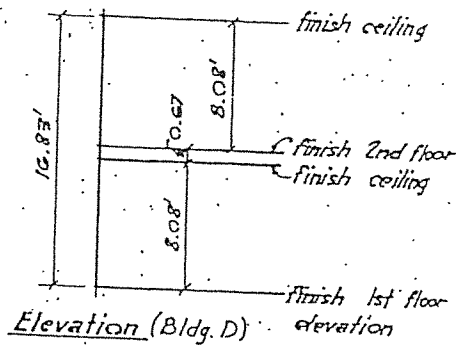
Second Floor Plan



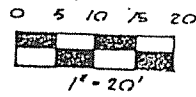


FIRST FLOOR PLAN

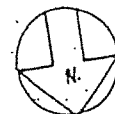
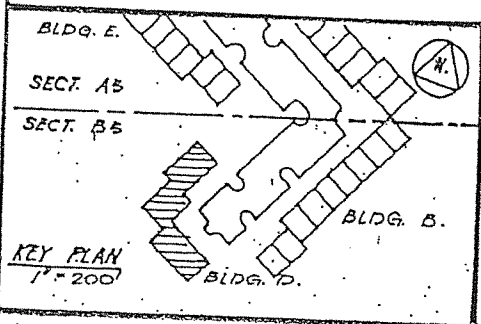


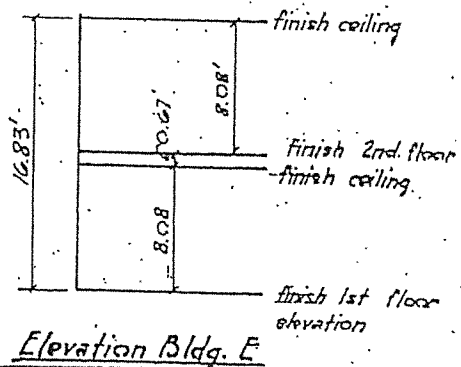
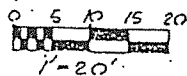
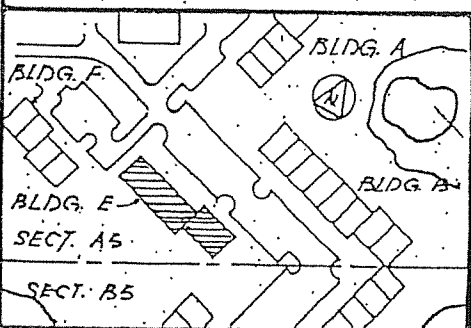
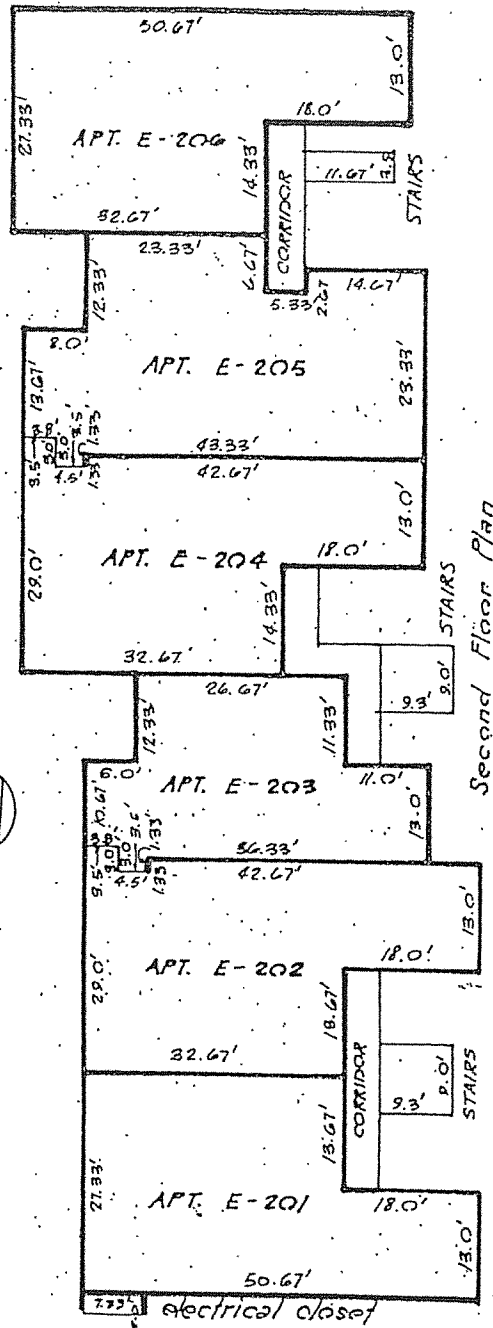
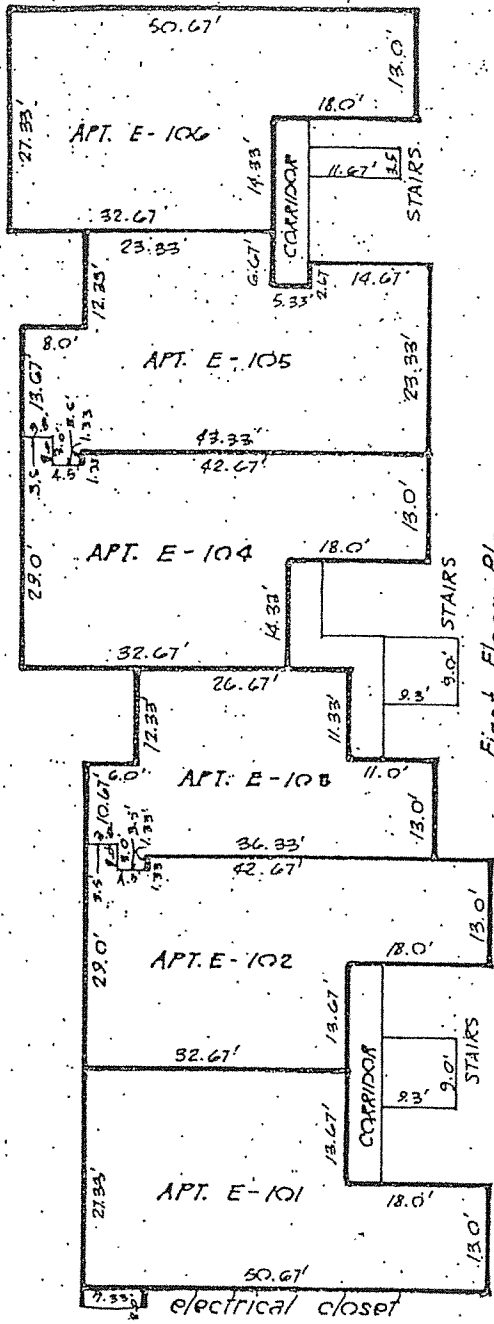


Second Floor Plan

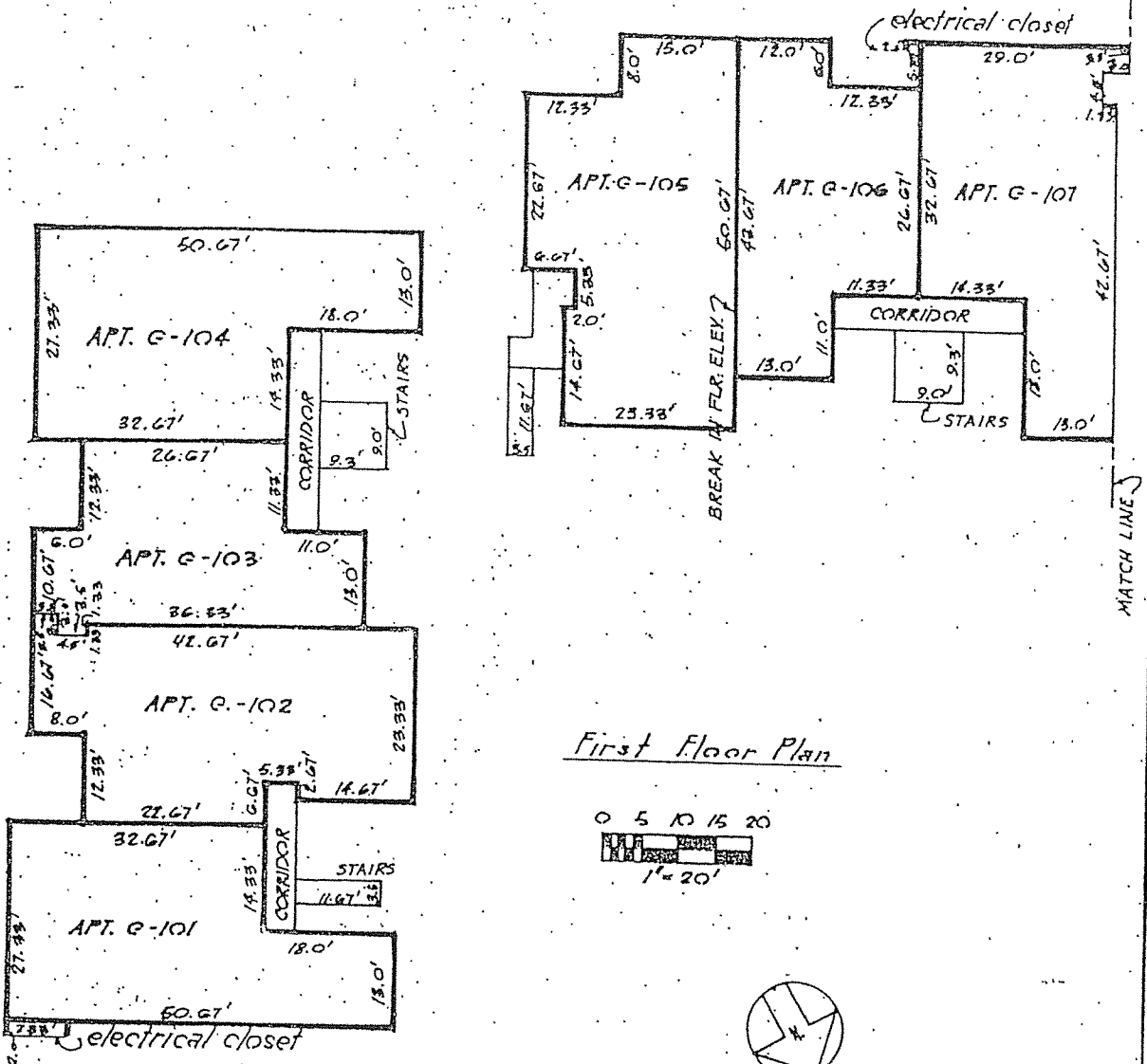


Second Floor Plan

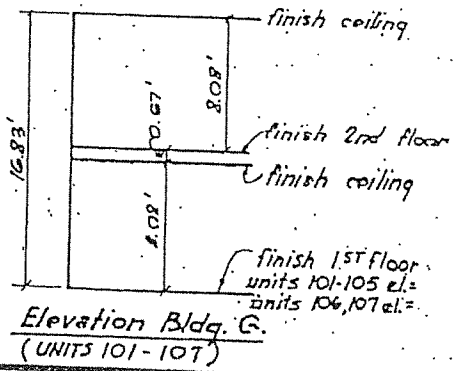
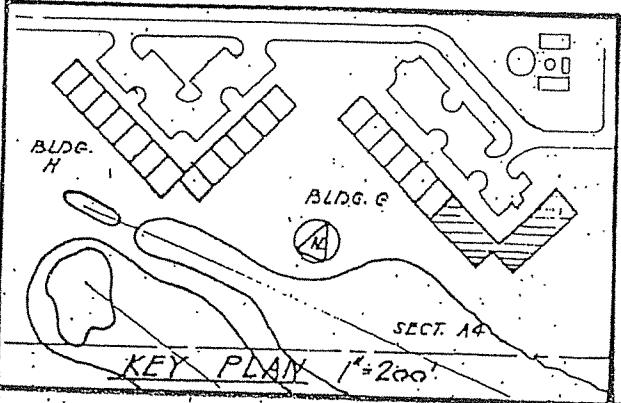
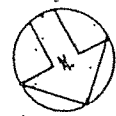
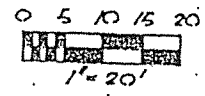


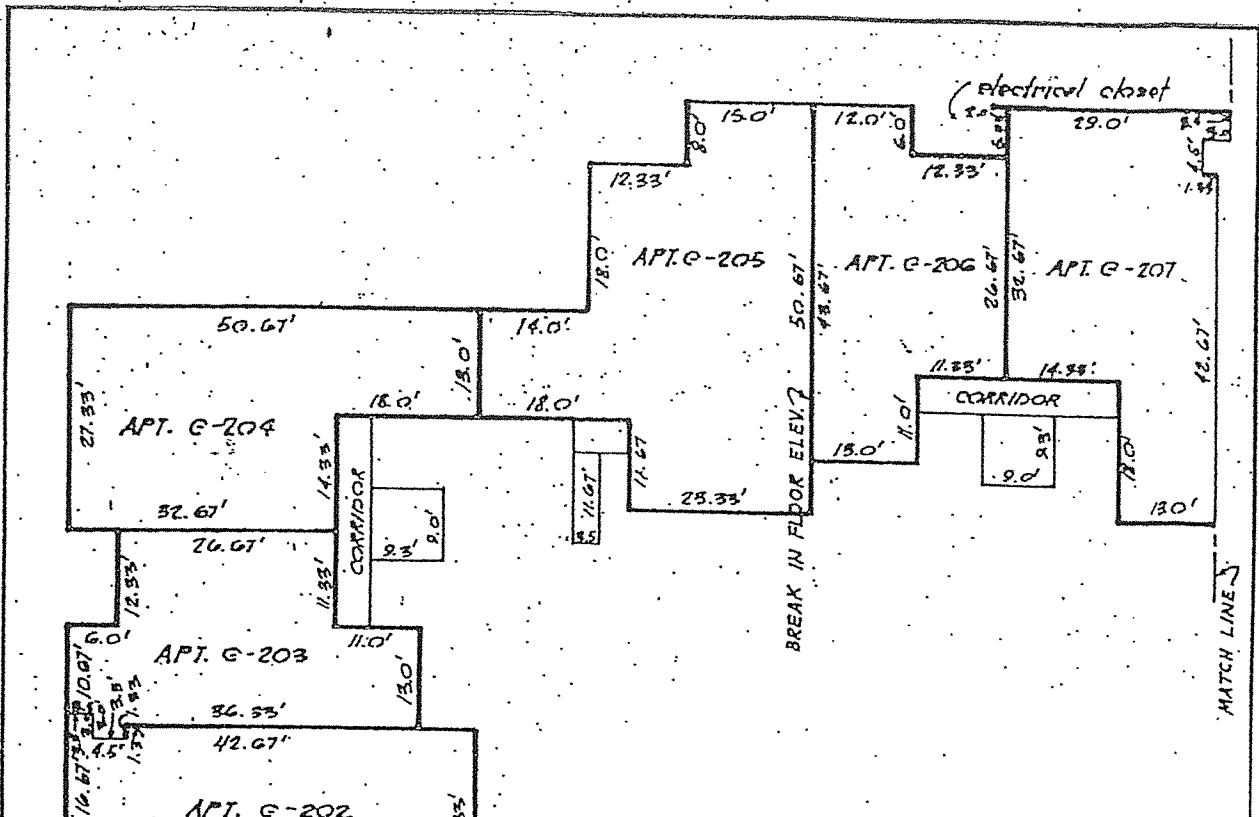




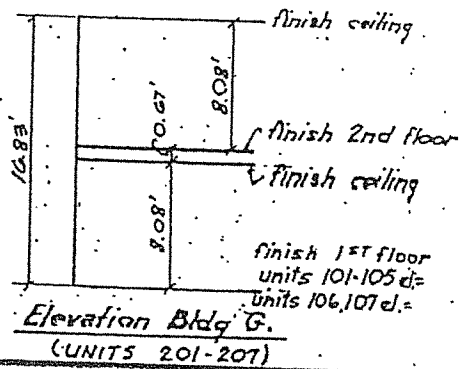
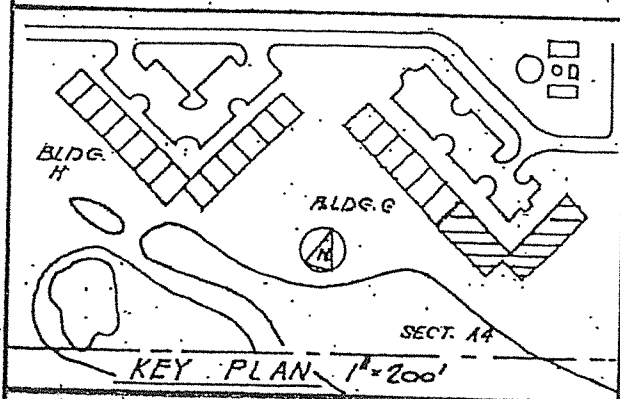
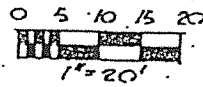


First Floor Plan





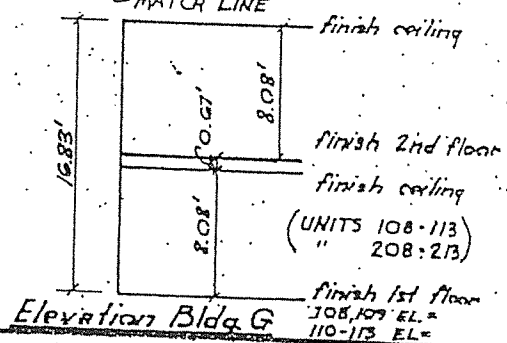
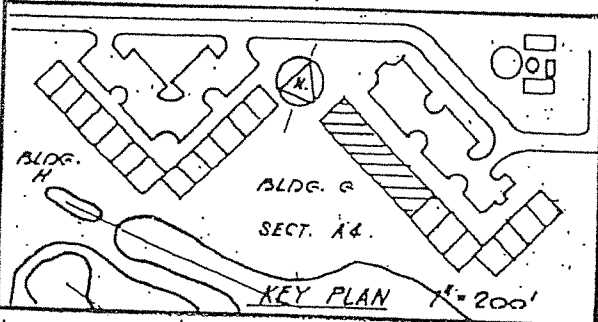
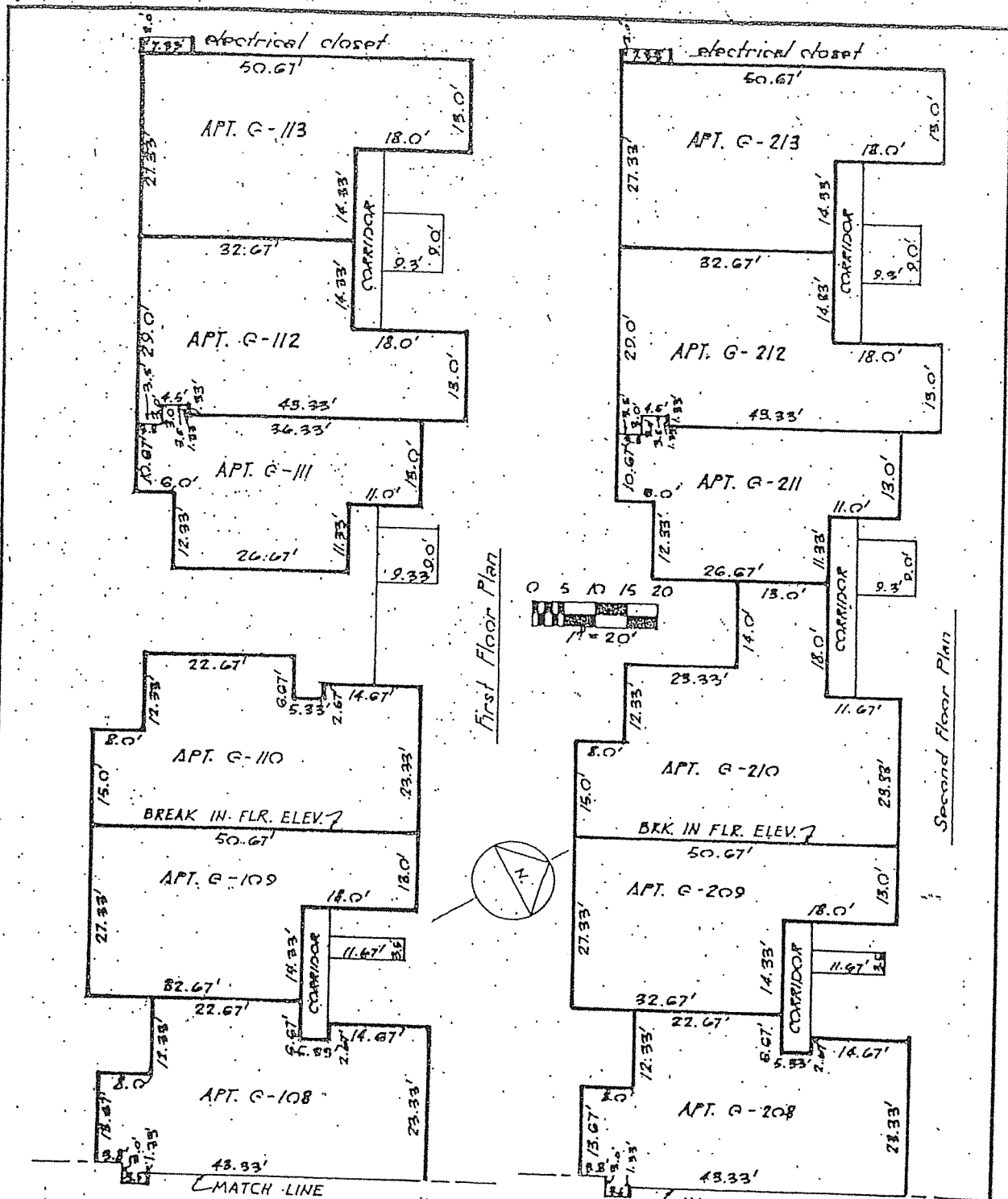
*Second Floor Plan*



**GREENLEES, MONTGOMERY & ASSOCIATES, INC.**  
Engineers

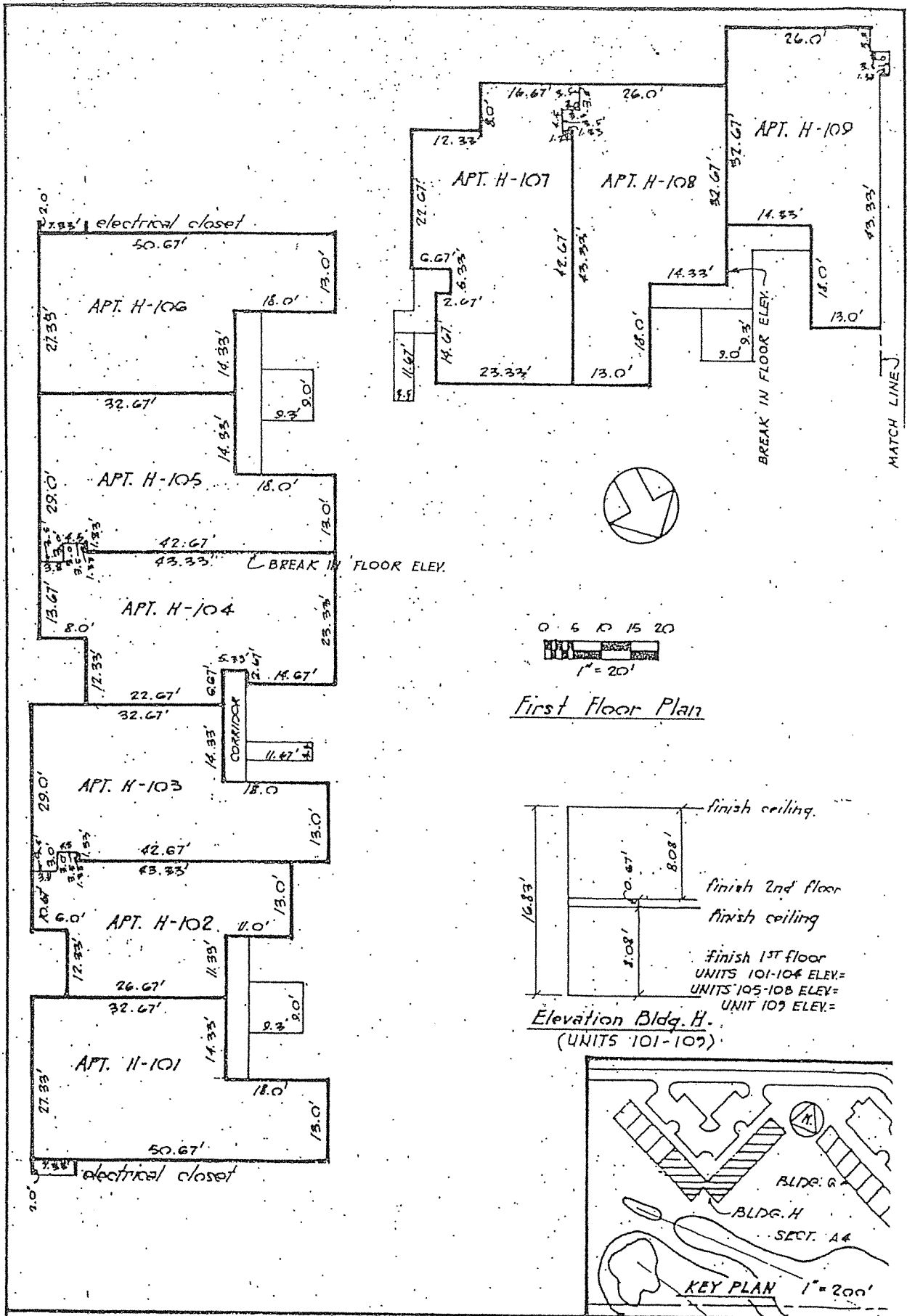
**MILES GRANT CONDOMINIUM ONE**  
Survey, Plot Plans and Graphic  
Description of Improvements





**GREENLEES, MONTGOMERY & ASSOCIATES, INC.**  
 Engineers  
 Professional Engineers Building

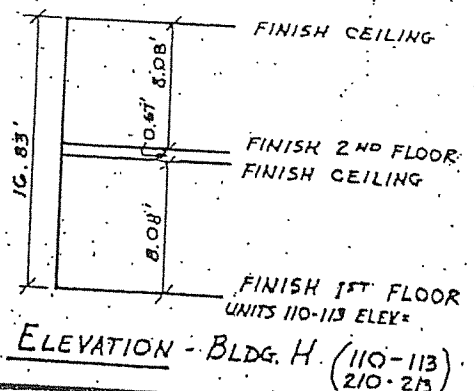
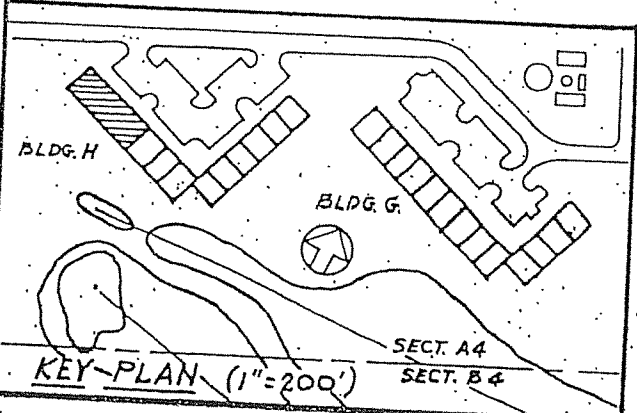
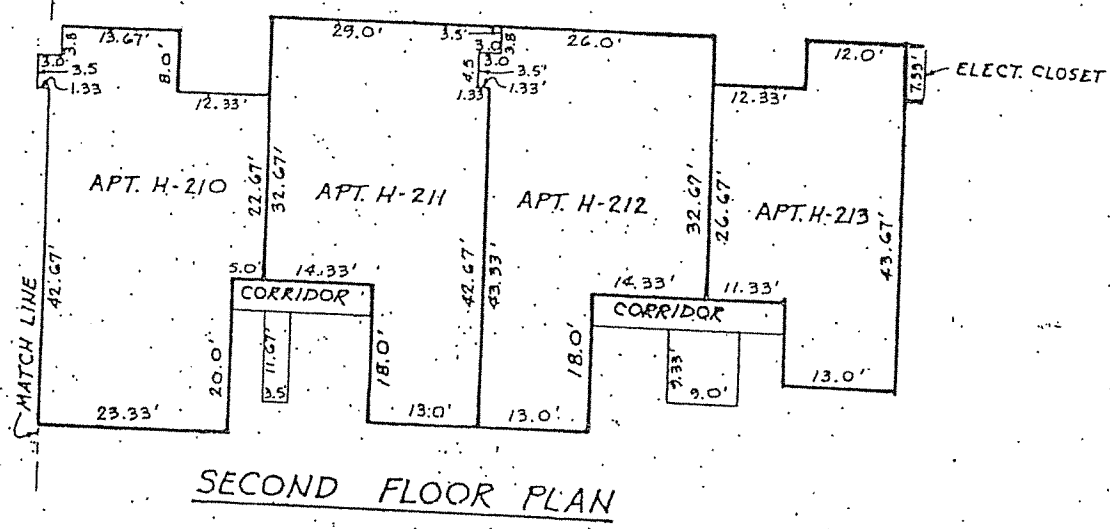
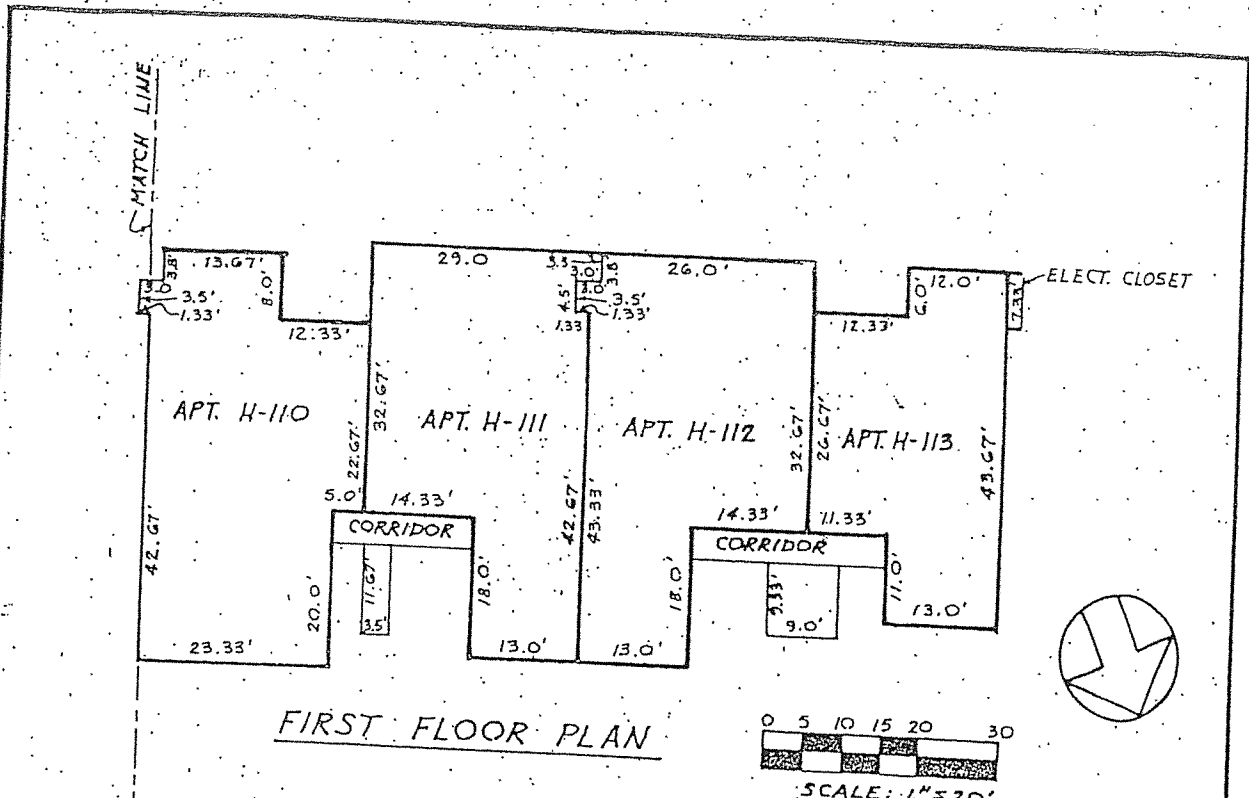
**MILES GRANT CONDOMINIUM ONE**  
 Survey, Plot Plan and Graphic  
 Description of Improvements



**GREENLEES, MONTGOMERY & ASSOCIATES, INC.**  
 Engineers  
 Professional Exchange Building

**MILES GRANT CONDOMINIUM ONE**  
 Survey, Plot Plans and Graphic  
 Description of Improvements





**GREENLEES, MONTGOMERY & ASSOCIATES, INC.**  
 Engineers

**MILES GRANT CONDOMINIUM ONE**  
 Survey, Plot Plans and Graphic Description

EXHIBIT #2  
 TO THE DECLARATION OF CONDOMINIUM OF  
 MILES GRANT CONDOMINIUM ONE

<u>UNIT NUMBER</u>	<u>SCHEDULE A</u>	<u>SCHEDULE B</u>	<u>TYPE APARTMENT</u>
A-101	0.56665%	0.5731%	a
A-201	0.56665%	0.5731%	a
A-102	0.73375%	0.7448%	b/e
A-202	0.73375%	0.7448%	b/e
A-103	0.73375%	0.7448%	b/e
A-203	0.73375%	0.7448%	b/e
A-104	0.73375%	0.7448%	b/e
A-204	0.73375%	0.7448%	b/e
A-105	0.71195%	0.8026%	c
A-205	0.71195%	0.8026%	c
A-106	0.73859%	0.7448%	b/e
A-206	0.67562%	0.7448%	b/e
B-101	0.55697%	0.5731%	a
B-201	0.58845%	0.5731%	a
D-102	0.72164%	0.7448%	b/e
B-202	0.72164%	0.7448%	b/e
B-103	0.71195%	0.8026%	c
B-203	0.77491%	0.8026%	c
B-104	0.72648%	0.7448%	b/e
B-204	0.72648%	0.7448%	b/e
B-105	0.72648%	0.7448%	b/e
B-205	0.72648%	0.7448%	b/e
D-106	0.58118%	0.5731%	a
B-206	0.58118%	0.5731%	a
B-107	0.73375%	0.7448%	b/e
B-207	0.73375%	0.7448%	b/e
B-108	0.58845%	0.5731%	a
B-208	0.58845%	0.5731%	a
B-109	0.74343%	0.8026%	c
B-209	0.85966%	0.9117%	d
B-110	0.81123%	0.7448%	b/e
B-210	0.81123%	0.7448%	b/e
B-111	0.79428%	0.7448%	b/e
B-211	0.79429%	0.7448%	b/e
D-112	0.79429%	0.7448%	b/e
B-212	0.79429%	0.7448%	b/e
D-113	0.58119%	0.5731%	a
B-213	0.59087%	0.5731%	a
B-114	0.83545%	0.8026%	c
B-214	0.93474%	0.9117%	d
D-115	0.79913%	0.8026%	c
B-215	0.80881%	0.8026%	c
B-116	0.79912%	0.7448%	b/e
B-216	0.79912%	0.7448%	b/e

<u>UNIT NUMBER</u>	<u>SCHEDULE A</u>	<u>SCHEDULE B</u>	<u>TYPE APARTMENT</u>
B-117	0.81124%	0.7448%	b/e
B-217	0.81124%	0.7448%	b/e
C-101	1.02918%	0.9117%	d
C-201	1.02918%	0.9117%	d
C-102	1.02918%	0.9117%	d
C-202	1.02918%	0.9117%	d
D-101	0.78702%	0.7448%	b/e
D-201	0.78702%	0.7448%	b/e
D-102	0.75070%	0.7448%	b/e
D-202	0.75070%	0.7448%	b/e
D-103	0.74343%	0.8026%	c
D-203	0.86935%	0.9117%	d
D-104	0.78702%	0.7448%	b/e
D-204	0.78702%	0.7448%	b/e
D-105	0.79912%	0.8026%	c
D-205	0.79912%	0.8026%	c
D-106	0.73375%	0.7448%	b/e
D-206	0.73375%	0.7448%	b/e
D-107	0.55697%	0.5730%	a
D-207	0.55697%	0.5730%	a
E-101	0.74585%	0.7448%	b/e
E-201	0.74585%	0.7448%	b/e
E-102	0.73375%	0.7448%	b/e
E-202	0.73375%	0.7448%	b/e
E-103	0.58845%	0.5731%	a
E-203	0.58845%	0.5731%	a
E-104	0.73859%	0.7448%	b/e
E-204	0.73859%	0.7448%	b/e
E-105	0.78702%	0.8026%	c
E-205	0.78702%	0.8026%	c
E-106	0.75070%	0.7448%	b/e
E-206	0.75070%	0.7448%	b/e
F-101	0.75796%	0.7448%	b/e
F-201	0.75796%	0.7448%	b/e
F-102	0.78702%	0.8026%	c
F-202	0.78702%	0.8026%	c
F-103	0.59329%	0.5731%	a
F-203	0.59329%	0.5731%	a
F-104	0.74585%	0.7448%	b/e
F-204	0.74585%	0.7448%	b/e
G-101	0.73375%	0.7448%	b/e
G-201	0.73859%	0.7448%	b/e
G-102	0.78217%	0.8026%	c
G-202	0.78702%	0.8026%	c
G-103	0.55696%	0.5730%	a
G-203	0.55696%	0.5730%	a
G-104	0.73859%	0.7448%	b/e
G-204	0.75070%	0.7448%	b/e

<u>UNIT NUMBER</u>	<u>SCHEDULE A</u>	<u>SCHEDULE B</u>	<u>TYPE APARTMENT</u>
G-105	0.78702%	0.8026%	
G-205	0.95168%	0.9116%	c
G-106	0.58119%	0.5731%	d
G-206	0.58119%	0.5731%	a
		0.5731%	a
G-107	0.72648%	0.7448%	
G-207	0.72648%	0.7448%	b/e
G-108	0.77491%	0.7448%	b/e
G-208	0.77491%	0.8026%	c
		0.8026%	c
G-109	0.72648%	0.7448%	
G-209	0.72648%	0.7448%	b/e
G-110	0.77491%	0.7448%	b/e
G-210	0.86451%	0.8026%	c
		0.9117%	d
G-111	0.58118%	0.5731%	
G-211	0.58118%	0.5731%	a
G-112	0.72648%	0.7448%	a
G-212	0.72648%	0.7448%	b/e
		0.7448%	b/e
G-113	0.73375%	0.7448%	
G-213	0.73375%	0.7448%	b/e
H-101	0.73859%	0.7448%	b/e
H-201	0.73859%	0.7448%	b/e
		0.7448%	b/e
H-102	0.58845%	0.5731%	
H-202	0.58845%	0.5731%	a
H-103	0.73859%	0.7448%	a
H-203	0.73859%	0.7448%	b/e
		0.7448%	b/e
H-104	0.78702%	0.8026%	
H-204	0.78702%	0.8026%	c
H-105	0.73859%	0.7448%	c
H-205	0.73859%	0.7448%	b/e
		0.7448%	b/e
H-106	0.75070%	0.7448%	b/e
H-206	0.75070%	0.7448%	b/e
H-107	0.79912%	0.8027%	b/e
H-207	0.89840%	0.9117%	c
			d
H-108	0.73375%	0.7448%	
H-208	0.73375%	0.7448%	b/e
H-109	0.73859%	0.7448%	b/e
H-209	0.73859%	0.7448%	b/e
		0.7448%	b/e
H-110	0.78217%	0.8026%	
H-210	0.78217%	0.8026%	c
H-111	0.73375%	0.7448%	c
H-211	0.73375%	0.7448%	b/e
		0.7448%	b/e
H-112	0.72648%	0.7448%	
H-212	0.72648%	0.7448%	b/e
H-113	0.55697%	0.7448%	b/e
H-213	0.55697%	0.5731%	a
		0.5731%	a
	100.00000%	100.0000%	

SCHEDULE A above sets forth the undivided share of the common elements of the Condominium, as a percentage, attributable to and appurtenant to each of the units.

SCHEDULE B above sets forth the share of the common expenses and common surplus of the Condominium, as a percentage, to be borne by and attributable to each of the Units.

TYPE APARTMENT SCHEDULE sets forth the letter designation of the type of apartment conforming to the descriptions set forth in Article IV of the Declaration of Condominium. Since Type b and Type e apartments are convertible one to the other all apartments which are either Type b or Type e have been designated "b/e".

The percentages and apartment type designations are set forth opposite and to the right of the number of the unit to which they appertain.



CERTIFICATE  
ATTACHED TO AND A PART OF AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM OF  
MILES GRANT CONDOMINIUM ONE

SURVEYOR'S CERTIFICATE.

STATE OF FLORIDA     )  
                          ) SS: *Martin County*  
COUNTY OF MARTIN    )

BEFORE ME, the undersigned authority duly authorized to administer oaths and take acknowledgements, personally appeared W. L. WILLIAMS, who, after being first duly cautioned and sworn, deposes and says:

1. That he is a duly registered and licensed surveyor under the laws of the State of Florida, Surveyor's Certificate #1272, and is authorized to practice in the State of Florida.

2. Affiant hereby certifies that the survey, plot plan and graphic description of improvements and the improvements thereon, together with the notes therein contained which in the aggregate constitute Exhibit #1 to the Declaration of Condominium of Miles Grant Condominium One, recorded in O. R. Book 348 at Page 1045 among the Public Records of Martin County, Florida, as amended by the foregoing Amendment to the Declaration of Condominium of Miles Grant Condominium One, to which this Certificate is attached, together with the wording of the Declaration of Condominium of Miles Grant Condominium One, is a correct representation of the improvements described, and that there can be determined therefrom the identification, location, dimension and size of the common elements and of each unit.

FURTHER AFFIANT SAYETH NAUGHT.

*W. L. Williams*  
W. L. WILLIAMS  
Registered Land Surveyor  
Dehon Building  
Osceola Boulevard  
Stuart, Florida

SWORN TO AND SUBSCRIBED before me this 28<sup>th</sup> day of December, 1972.

*Rita Suter*  
Notary Public, State of Florida

My commission expires:

November 3, 1976

FILED FOR RECORD  
MARTIN COUNTY, FLA.

1973 JAN 18 AM 9:01  
*Joseph T. Jones*  
JOSEPH T. PIERCE  
CLERK OF CIRCUIT COURT  
*Joseph T. Jones*

SCRIVENER'S AFFIDAVIT

STATE OF FLORIDA )  
                          ) SS:  
COUNTY OF            )

BEFORE ME, the undersigned authority, personally appeared C. CALVERT MONTGOMERY, who, having been duly cautioned and sworn, deposes and says:

1. That he is the engineer, a member of the firm of GREENLEES, MONTGOMERY AND ASSOCIATES, INC., under whose direction the Condominium Plan of MILES GRANT CONDOMINIUM ONE Sheets 3-20 thereof were prepared.

2. That in the preparation of Sheets 10, 18, 19 and 20 errors were included as follows:

a. In Sheet 10 appearing in O. R. Book 348 at Page 1095, the North arrow for the plan was misdirected and the numbering of the four apartments was reversed.

b. On Sheets 18, 19 and 20 appearing in O. R. Book 348 at Pages 1103, 1104 and 1105 respectively, the configuration of the match lines which were the boundary of Apartments 109 and 110 and 209 and 210, were incorrectly set forth.

3. That said errors have been corrected on Corrected Sheet 10 and Correction Sheets 18, 19 and 20, copies of which are attached to the Amendment to the Declaration of Condominium of MILES GRANT CONDOMINIUM ONE of which this Affidavit is a part, as Exhibits A, B, C and D, respectively.

4. This Affidavit is given for the purpose of indicating that the errors included above were made through inadvertance.

FURTHER AFFIANT SAYETH NAUGHT.

*C. Calvert Montgomery* (SEAL)  
C. CALVERT MONTGOMERY

SWORN TO AND SUBSCRIBED before me this 18th day of January, 19 73.

*Joseph T. Jones*  
NOTARY PUBLIC, State of Florida

My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES MAR. 21, 1976  
GENERAL INSURANCE UNDERWRITERS, INC.