

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT IN AND FOR PALM
BEACH COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.: 502020CA011561XXXXMB

PALM BEACH RESORT AND BEACH CLUB
CONDOMINIUM ASSOCIATION, INC., a Florida
corporation, not-for-profit,

Plaintiff,

v.

HPP Holdings, LLC, et al.

Defendants.

PAGES 2 THROUGH 50, CONTAIN THE FULL
CAPTION OF THE CASE, LISTING ALL OF THE
NAMED DEFENDANTS AND ADDRESSES. THIS
HAS BEEN INTENTIONALLY BEEN OMITTED

COMPLAINT

COMES NOW, Plaintiff, PALM BEACH RESORT AND BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation, not-for-profit, (the “Association”), by and through its undersigned counsel, files this action for partition, and as grounds therefor alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. This is an action for partition of real property and other equitable relief within the jurisdiction of this Court pursuant to Fla. Stat. §26.012 and §64.011.

2. Venue is proper within this judicial circuit pursuant to Fla. Stat. §47.011 and §64.022, as cause of action accrued in Palm Beach County, Florida, and the property which is the subject of this litigation is located in Palm Beach County, Florida.

3. All conditions precedent to the maintenance of this action have been met, performed or have otherwise been waived.

4. The Association has retained the undersigned attorneys to protect its interests herein. The Association has agreed to pay the undersigned attorneys a reasonable fee for their services.

5. Plaintiff, PALM BEACH RESORT AND BEACH CLUB CONDOMINIUM ASSOCIATION, INC. (the “Association”), is a Florida corporation, not-for-profit, with its principal place of business in Palm Beach County, Florida. The Association is organized under the laws of the state of Florida and pursuant to the Florida Condominium Act, Chapter 718, Florida Statutes, and the Florida Timeshare Act, Chapter 721, Florida Statutes, and was formed for the purpose of managing, operating and maintaining the Palm Beach Resort and Beach Club Condominium (the “Condominium”), according to Declaration of Condominium of The Palm Beach Resort and Beach Club Condominium, as recorded in Official Records Book 3464, Page 1474 of the Public Records of Palm Beach County, Florida (the “Declaration”), and all amendments thereto. A true and correct copy of the Declaration, and all amendments thereto, is attached as Composite Exhibit “A”.

6. Since the submission of the Property to the condominium form of ownership on February 17, 1981, the Condominium has operated as a timeshare condominium, whereby individuals purchased an ownership interest with the right to use certain week intervals in the Condominium, and in exchange for ownership interest and for the right to use the Condominium, each owner was subject to regular assessments to maintain and operate the Condominium.

7. The Condominium consists of one (1) two-story building containing twenty-nine (29) units and common areas, a swimming pool and patio area, paved driveways, walkways and parking areas, dock facility which are common elements appurtenant thereto.

8. Each unit from Unit 1 to Unit 29 in the Condominium is committed to Interval Ownership. Pursuant to Section 4 of the Declaration, each unit may contain fifty-two (52) Unit Weeks, resulting in a maximum of one thousand five hundred and eight (1,508) Unit Weeks in the Condominium.

9. For purposes of sharing in the Association's common expenses and common surplus, as well as the voting rights of Owners of Unit weeks, each Owner of Unit Weeks in a Unit committed to Interval Ownership is allocated a one-fifty-first (1/51) vote and share in the Association's common expenses and common surplus ("Percentage Share of Ownership Interest").

10. Accordingly, the total number of time share unit interests in the Condominium is 1,479, being 29 units with 51 deeded timeshare ownership interests in each unit.

11. A schedule listing each unit and week, the record owner and/or others who may claim an interest therein, and deed book and page for the source of ownership and/or claim of interest of each unit is attached to this Complaint as Composite Exhibit "B", which includes Schedules B-1 through B-29.

12. In accordance with Section 14 of the Declaration one (1) Unit Week is to be owned by the Association to be used for maintenance purposes. Attached as Exhibit “C” is a list of each Unit Week that is used for maintenance purposes.

13. Article 20 of the Declaration grants to the Association the right and duty to adopt and collect assessments from each timeshare unit owner to pay for the common expenses of the Condominium. The Association, from time to time, and as necessary, assessed each timeshare unit owner to pay for common expenses of the Condominium.

14. Many defendant timeshare unit owners have not paid their assessments to date and the Association is owed amounts for unpaid assessments and entitled to recover all unpaid amounts from the sale proceeds of all timeshare unit owners with unpaid balances. A list of all unit owners with an unpaid balance and the amount of said unpaid balance as of the date of filing this Complaint is attached hereto as Exhibit “D”. These Defendants are known as the “Delinquent Owners”.

15. On or about July 3, 1985, Douglass E. Wendel, a Trustee for Palm Beach Resorts under Chapter 7 of the United States Bankruptcy Code, executed a Quit Claim Deed in favor of P.B. Vacation Weeks, Inc., recorded in Official Records Book 5969, Page 1194 of the Public Records of Palm Beach County, Florida, recorded on February 16, 1989 (the “Bankruptcy Deed”). Defendant, P.B. Vacation Weeks, Inc. may have or claim an ownership interest in one or more timeshare unit weeks by virtue of a defective conveyance in relation to the aforementioned Bankruptcy Deed as set forth in Exhibit “E” attached hereto, which identifies the unit weeks at issue.

16. The Association demands that as to the timeshare unit weeks set forth on Exhibit “E”, P.B. Vacation Weeks, Inc. be required to set forth any claimed interest in a timeshare unit or

that they be barred from claiming any interest in a timeshare unit or the proceeds from the sale of any such unit and that title be quieted against any and all such defendants.

17. A list of all individuals who may have or claim an ownership interest in one or more timeshares by virtue of a defective conveyance, wild deed, or otherwise is attached hereto and incorporated herein as Exhibit “F”. Said individuals shall be collectively referred to as the “Defect Defendants.”

18. The Association demands that all of the Defect Defendants on Exhibit “F” be required to set forth any claimed interest in a timeshare unit or that they be barred from claiming any interest in a timeshare unit or the proceeds from the sale of any such unit and that title be quieted against any and all such defendants.

THE PROPERTY

19. The Palm Beach Resort and Beach Club Condominium property (the “Condominium”) is located at 3031 S. Ocean Boulevard, Palm Beach, Florida and consists of 29 Units and common elements appurtenant thereto submitted to the timeshare condominium form of ownership in accordance with Chapters 718 and 721, Florida Statutes.

Unit 101

20. Condominium Unit 101 is legally described as:

Condominium Unit 101, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

21. The Defendants identified in Composite Exhibit “B”, Schedule “B-1”, currently own and/or may claim an interest in Unit 101 as record owners of their respective Unit Weeks.

(For purposes of this Litigation, the Unit Owners of Condominium Unit 101 shall be collectively referred to as the “Unit 101 Owners”).

22. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 101 Owners will sunset, and the Unit 101 Owners shall be deemed tenants in common.

Unit 102

23. Condominium Unit 102 is legally described as follows:

Condominium Unit 102, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

24. The Defendants identified in Composite Exhibit “B”, Schedule “B-2”, currently own and/or may claim an interest in Unit 102 as record owners of their respective Unit Weeks. (For purposes of this Litigation, the Unit Owners of Condominium Unit 102 shall be collectively referred to as the “Unit 102 Owners”).

25. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 102 Owners will sunset, and the Unit 102 Owners shall be deemed tenants in common.

Unit 103

26. Condominium Unit 103 is legally described as follows:

Condominium Unit 103, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

27. The Defendants identified in Composite Exhibit “B”, Schedule “B-3”, currently own and/or may claim an interest in Unit 103 as record owners of their respective Unit Weeks.

(For purposes of this Litigation, the Unit Owners of Condominium Unit 103 shall be collectively referred to as the “Unit 103 Owners”).

28. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 103 Owners will sunset, and the Unit 103 Owners shall be deemed tenants in common.

Unit 104

29. Condominium Unit 104 is legally described as follows:

Condominium Unit 104, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

30. The Defendants identified in Composite Exhibit “B”, Schedule “B-4”, currently own and/or may claim an interest in Unit 104 as record owners of their respective Unit Weeks. (For purposes of this Litigation, the Unit Owners of Condominium Unit 104 shall be collectively referred to as the “Unit 104 Owners”).

31. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 104 Owners will sunset, and the Unit 104 Owners shall be deemed tenants in common.

Unit 105

32. Condominium Unit 105 is legally described as follows:

Condominium Unit 105, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

33. The Defendants identified in Composite Exhibit “B”, Schedule “B-5”, currently own and/or may claim an interest in Unit 105 as record owners of their respective Unit Weeks.

(For purposes of this Litigation, the Unit Owners of Condominium Unit 105 shall be collectively referred to as the “Unit 105 Owners”).

34. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 105 Owners will sunset, and the Unit 105 Owners shall be deemed tenants in common.

Unit 106

35. Condominium Unit 106 is legally described as follows:

Condominium Unit 106, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

36. The Defendants identified in Composite Exhibit “B”, Schedule “B-6”, currently own and/or may claim an interest in Unit 106 as record owners of their respective Unit Weeks. (For purposes of this Litigation, the Unit Owners of Condominium Unit 106 shall be collectively referred to as the “Unit 106 Owners”).

37. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 106 Owners will sunset, and the Unit 106 Owners shall be deemed tenants in common.

Unit 107

38. Condominium Unit 107 is legally described as follows:

Condominium Unit 107, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

39. The Defendants identified in Composite Exhibit “B”, Schedule “B-7”, currently own and/or may claim an interest in Unit 107 as record owners of their respective Unit Weeks.

(For purposes of this Litigation, the Unit Owners of Condominium Unit 107 shall be collectively referred to as the “Unit 107 Owners”).

40. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 107 Owners will sunset, and the Unit 107 Owners shall be deemed tenants in common.

Unit 108

41. Condominium Unit 108 is legally described as follows:

Condominium Unit 108, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

42. The Defendants identified in Composite Exhibit “B”, Schedule “B-8”, currently own and/or may claim an interest in Unit 108 as record owners of their respective Unit Weeks. (For purposes of this Litigation, the Unit Owners of Condominium Unit 108 shall be collectively referred to as the “Unit 108 Owners”).

43. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 108 Owners will sunset, and the Unit 108 Owners shall be deemed tenants in common.

Unit 109

44. Condominium Unit 109 is legally described as follows:

Condominium Unit 109, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

45. The Defendants identified in Composite Exhibit “B”, Schedule “B-9”, currently own and/or may claim an interest in Unit 109 as record owners of their respective Unit Weeks.

(For purposes of this Litigation, the Unit Owners of Condominium Unit 109 shall be collectively referred to as the “Unit 109 Owners”).

46. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 109 Owners will sunset, and the Unit 109 Owners shall be deemed tenants in common.

Unit 110

47. Condominium Unit 110 is legally described as follows:

Condominium Unit 110, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

48. The Defendants identified in Composite Exhibit “B”, Schedule “B-10”, currently own and/or may claim an interest in Unit 110 as record owners of their respective Unit Weeks. (For purposes of this Litigation, the Unit Owners of Condominium Unit 110 shall be collectively referred to as the “Unit 110 Owners”).

49. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 110 Owners will sunset, and the Unit 110 Owners shall be deemed tenants in common.

Unit 111

50. Condominium Unit 111 is legally described as follows:

Condominium Unit 111, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

51. The Defendants identified in Composite Exhibit “B”, Schedule “B-11”, currently own and/or may claim an interest in Unit 111 as record owners of their respective Unit Weeks.

(For purposes of this Litigation, the Unit Owners of Condominium Unit 111 shall be collectively referred to as the “Unit 111 Owners”).

52. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 111 Owners will sunset, and the Unit 111 Owners shall be deemed tenants in common.

Unit 112

53. Condominium Unit 112 is legally described as follows:

Condominium Unit 112, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

54. The Defendants identified in Composite Exhibit “B”, Schedule “B-12”, currently own and/or may claim an interest in Unit 112 as record owners of their respective Unit Weeks. (For purposes of this Litigation, the Unit Owners of Condominium Unit 111 shall be collectively referred to as the “Unit 112 Owners”).

55. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 112 Owners will sunset, and the Unit 112 Owners shall be deemed tenants in common.

Unit 201

56. Condominium Unit 201 is legally described as follows:

Condominium Unit 201, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

57. The Defendants identified in Composite Exhibit “B”, Schedule “B-13”, currently own and/or may claim an interest in Unit 201 as record owners of their respective Unit Weeks.

(For purposes of this Litigation, the Unit Owners of Condominium Unit 201 shall be collectively referred to as the “Unit 201 Owners”).

58. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 201 Owners will sunset, and the Unit 201 Owners shall be deemed tenants in common.

Unit 202

59. Condominium Unit 202 is legally described as follows:

Condominium Unit 202, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

60. The Defendants identified in Composite Exhibit “B”, Schedule “B-14”, currently own and/or may claim an interest in Unit 202 as record owners of their respective Unit Weeks. (For purposes of this Litigation, the Unit Owners of Condominium Unit 202 shall be collectively referred to as the “Unit 202 Owners”).

61. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 202 Owners will sunset, and the Unit 202 Owners shall be deemed tenants in common.

Unit 203

62. Condominium Unit 203 is legally described as follows:

Condominium Unit 203, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

63. The Defendants identified in Composite Exhibit “B”, Schedule “B-15”, currently own and/or may claim an interest in Unit 203 as record owners of their respective Unit Weeks.

(For purposes of this Litigation, the Unit Owners of Condominium Unit 203 shall be collectively referred to as the “Unit 203 Owners”).

64. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 203 Owners will sunset, and the Unit 203 Owners shall be deemed tenants in common.

Unit 204

65. Condominium Unit 204 is legally described as follows:

Condominium Unit 204, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

66. The Defendants identified in Composite Exhibit “B”, Schedule “B-16”, currently own and/or may claim an interest in Unit 204 as record owners of their respective Unit Weeks. (For purposes of this Litigation, the Unit Owners of Condominium Unit 204 shall be collectively referred to as the “Unit 204 Owners”).

67. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 204 Owners will sunset, and the Unit 204 Owners shall be deemed tenants in common.

Unit 205

68. Condominium Unit 205 is legally described as follows:

Condominium Unit 205, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

69. The Defendants identified in Composite Exhibit “B”, Schedule “B-17”, currently own and/or may claim an interest in Unit 205 as record owners of their respective Unit Weeks.

(For purposes of this Litigation, the Unit Owners of Condominium Unit 204 shall be collectively referred to as the “Unit 205 Owners”).

70. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 205 Owners will sunset, and the Unit 205 Owners shall be deemed tenants in common.

Unit 206

71. Condominium Unit 206 is legally described as follows:

Condominium Unit 206, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

72. The Defendants identified in Composite Exhibit “B”, Schedule “B-18”, currently own and/or may claim an interest in Unit 206 as record owners of their respective Unit Weeks. (For purposes of this Litigation, the Unit Owners of Condominium Unit 204 shall be collectively referred to as the “Unit 206 Owners”).

73. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 206 Owners will sunset, and the Unit 206 Owners shall be deemed tenants in common.

Unit 207

74. Condominium Unit 207 is legally described as follows:

Condominium Unit 207, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

75. The Defendants identified in Composite Exhibit “B”, Schedule “B-19”, currently own and/or may claim an interest in Unit 207 as record owners of their respective Unit Weeks.

(For purposes of this Litigation, the Unit Owners of Condominium Unit 207 shall be collectively referred to as the “Unit 207 Owners”).

76. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 207 Owners will sunset, and the Unit 207 Owners shall be deemed tenants in common.

Unit 208

77. Condominium Unit 208 is legally described as follows:

Condominium Unit 208, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

78. The Defendants identified in Composite Exhibit “B”, Schedule “B-20”, currently own and/or may claim an interest in Unit 208 as record owners of their respective Unit Weeks. (For purposes of this Litigation, the Unit Owners of Condominium Unit 208 shall be collectively referred to as the “Unit 208 Owners”).

79. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 208 Owners will sunset, and the Unit 208 Owners shall be deemed tenants in common.

Unit 209

80. Condominium Unit 209 is legally described as follows:

Condominium Unit 209, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

81. The Defendants identified in Composite Exhibit “B”, Schedule “B-21”, currently own and/or may claim an interest in Unit 209 as record owners of their respective Unit Weeks.

(For purposes of this Litigation, the Unit Owners of Condominium Unit 209 shall be collectively referred to as the “Unit 209 Owners”).

82. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 209 Owners will sunset, and the Unit 209 Owners shall be deemed tenants in common.

Unit 210

83. Condominium Unit 210 is legally described as follows:

Condominium Unit 210, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

84. The Defendants identified in Composite Exhibit “B”, Schedule “B-22”, currently own and/or may claim an interest in Unit 210 as record owners of their respective Unit Weeks. (For purposes of this Litigation, the Unit Owners of Condominium Unit 210 shall be collectively referred to as the “Unit 210 Owners”).

85. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 210 Owners will sunset, and the Unit 210 Owners shall be deemed tenants in common.

Unit 211

86. Condominium Unit 211 is legally described as follows:

Condominium Unit 211, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

87. The Defendants identified in Composite Exhibit “B”, Schedule “B-23”, currently own and/or may claim an interest in Unit 211 as record owners of their respective Unit Weeks.

(For purposes of this Litigation, the Unit Owners of Condominium Unit 211 shall be collectively referred to as the “Unit 211 Owners”).

88. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 211 Owners will sunset, and the Unit 211 Owners shall be deemed tenants in common.

Unit 212

89. Condominium Unit 212 is legally described as follows:

Condominium Unit 212, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

90. The Defendants identified in Composite Exhibit “B”, Schedule “B-24”, currently own and/or may claim an interest in Unit 212 as record owners of their respective Unit Weeks. (For purposes of this Litigation, the Unit Owners of Condominium Unit 212 shall be collectively referred to as the “Unit 212 Owners”).

91. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit 212 Owners will sunset, and the Unit 212 Owners shall be deemed tenants in common.

Unit T-1 A/K/A 301

92. Condominium Unit T-1, also known as Unit 301 1, is legally described as follows:

Condominium Unit T-1/301, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

¹ The designation of this Unit in the different Unit Week Deeds appears as either T1, T-1, TH1, Unit 301 or T1/301.

93. The Defendants identified in Composite Exhibit “B”, Schedule “B-25”, currently own and/or may claim an interest in Unit T-1/301 as record owners of their respective Unit Weeks. (For purposes of this Litigation, the Unit Owners of Condominium Unit T-1/301 shall be collectively referred to as the “Unit T-1/301 Owners”).

94. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit T-1/301 Owners will sunset, and the Unit T-1/301 Owners shall be deemed tenants in common.

Unit T-2 A/K/A 302

95. Condominium Unit T-2, also known as Unit 3022, is legally described as follows:

Condominium Unit T-2/302, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

96. The Defendants identified in Composite Exhibit “B”, Schedule “B-26”, currently own and/or may claim an interest in Unit T-2/302 as record owners of their respective Unit Weeks. (For purposes of this Litigation, the Unit Owners of Condominium Unit T-2/302 shall be collectively referred to as the “Unit T-2/302 Owners”).

97. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit T-2/302 Owners will sunset, and the Unit T-2/302 Owners shall be deemed tenants in common.

Unit T-3 A/K/A 303

98. Condominium Unit T-3, also known as Unit 3033, is legally described as follows:

Condominium Unit T-3/302, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded

² The designation of this Unit in the different Unit Week Deeds appears as either T2, T-2, TH2, Unit 302 or T2/302.

³ The designation of this Unit in the different Unit Week Deeds appears as either T3, T-3, TH3, Unit 303 or T3/303.

in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

99. The Defendants identified in Composite Exhibit “B”, Schedule “B-27”, currently own and/or may claim an interest in Unit T-3/303 as record owners of their respective Unit Weeks. (For purposes of this Litigation, the Unit Owners of Condominium Unit T-3/303 shall be collectively referred to as the “Unit T-3/303 Owners”).

100. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit T-3/303 Owners will sunset, and the Unit T-3/303 Owners shall be deemed tenants in common.

Unit T-4 A/K/A 304

101. Condominium Unit T-4, also known as Unit 3044, is legally described as follows:

Condominium Unit T-4/304, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

102. The Defendants identified in Composite Exhibit “B”, Schedule “B-28”, currently own and/or may claim an interest in Unit T-4/304 as record owners of their respective Unit Weeks. (For purposes of this Litigation, the Unit Owners of Condominium Unit T-4/304 shall be collectively referred to as the “Unit T-4/304 Owners”).

103. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit T-4/304 Owners will sunset, and the Unit T-4/304 Owners shall be deemed tenants in common.

⁴ The designation of this Unit in the different Unit Week Deeds appears as either T4, T-4, TH4, Unit 304 or T4/304.

Unit T-5 A/K/A 305

104. Condominium Unit T-5, also known as Unit 3055, is legally described as follows:

Condominium Unit T-5/305, THE PALM BEACH RESORT AND BEACH CLUB, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 3464 at Page 1474, in the Public Records of Palm Beach County, Florida, together with any and all exhibits and amendments thereto.

105. The Defendants identified in Composite Exhibit “B”, Schedule “B-29”, currently own and/or may claim an interest in Unit T-5/305 as record owners of their respective Unit Weeks. (For purposes of this Litigation, the Unit Owners of Condominium Unit T-5/305 shall be collectively referred to as the “Unit T-5/305 Owners”).

106. In accordance with Section 25.6 of the Declaration, on January 1, 2021, the Interval Ownership interests held by the Unit T-5/305 Owners will sunset, and the Unit T-5/305 Owners shall be deemed tenants in common.

GENERAL ALLEGATIONS

107. Section 25.6 of the Declaration provides that the timeshare form of ownership will sunset in the year 2021. Specifically, Section 25.6 provides, in pertinent part:

25.6 It is understood that in the year 2021 the purchasers of Units committed to Interval Ownership shall become tenants in common. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual date of such conversion to tenancy in common, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. At such meeting, a vote shall be taken to decide the disposition of the Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. At such meeting the Owners, by a majority vote, may vote to continue their intervals, in which case the restrictive covenants set forth below will be adopted as covenants running with the land for a period of ten (10) years. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual expiration of said ten year period, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total

⁵ The designation of this Unit in the different Unit Week Deeds appears as either T5, T-2, TH5, Unit 305 or T5/305.

outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. The Owners may then vote to continue the interval for an additional 10 year period. This process shall be repeated as the end of each successive 10 year period approaches. Should less than a majority of the Owners vote to continue the intervals at any such meeting, then the Board of Directors of the Association shall file suit in a Court of competent jurisdiction in Palm Beach County, Florida, for partition of the Units.

108. On June 26, 2020, in accordance with Fla. Stat. §721.1255 and section 25.6 of the Declaration, 809 timeshare unit owners entitled to vote (out of a total of 1,191 unit owners that voted) elected not to continue with the Interval Ownership. A copy of the Notice, Agenda and Meeting Minutes is attached hereto as Composite Exhibit “G”.

COUNT I – PARTITION OF UNIT 101

109. The Association re-alleges and re-avers Paragraphs 1 through 1-20, 24-26 and 108 of the Complaint as though fully set forth herein.

110. The Association is entitled to have Unit 101 partitioned. To the extent that the partition of Unit 101 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

111. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

112. Without a sale of Unit 101 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

113. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT II – PARTITION OF UNIT 102

114.

115. The Association re-alleges and re-avers Paragraphs 1 through 1-20, 24-26, and 108 of the Complaint as though fully set forth herein.

116. The Association is entitled to have Unit 102 partitioned. To the extent that the partition of Unit 102 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

117. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

118. Without a sale of Unit 102 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

119. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT III – PARTITION OF UNIT 103

120. The Association re-alleges and re-avers Paragraphs 1 through 20, 27-29 and 108 of the Complaint as though fully set forth herein.

121. The Association is entitled to have Unit 103 partitioned. To the extent that the partition of Unit 103 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

122. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

123. Without a sale of Unit 103 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

124. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT IV – PARTITION OF UNIT 104

125. The Association re-alleges and re-avers Paragraphs 1 through 20, 30-32, and 108 of the Complaint as though fully set forth herein.

126. The Association is entitled to have Unit 104 partitioned. To the extent that the partition of Unit 104 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

127. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

128. Without a sale of Unit 104 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

129. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT V – PARTITION OF UNIT 105

130. The Association re-alleges and re-avers Paragraphs 1 through 20, 33-35, and 108 of the Complaint as though fully set forth herein.

131. The Association is entitled to have Unit 105 partitioned. To the extent that the partition of Unit 105 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

132. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

133. Without a sale of Unit 105 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

134. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT VI – PARTITION OF UNIT 106

135. The Association re-alleges and re-avers Paragraphs 1 through 20, 36-38, 108 of the Complaint as though fully set forth herein.

136. The Association is entitled to have Unit 106 partitioned. To the extent that the partition of Unit 106 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

137. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

138. Without a sale of Unit 106 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

139. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT VII – PARTITION OF UNIT 107

140. The Association re-alleges and re-avers Paragraphs 1 through 20, 39-41, and 108 of the Complaint as though fully set forth herein.

141. The Association is entitled to have Unit 107 partitioned. To the extent that the partition of Unit 107 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

142. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

143. Without a sale of Unit 107 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

144. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT VIII – PARTITION OF UNIT 108

145. The Association re-alleges and re-avers Paragraphs 1 through 20, 42-44, and 108 of the Complaint as though fully set forth herein.

146. The Association is entitled to have Unit 108 partitioned. To the extent that the partition of Unit 108 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

147. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

148. Without a sale of Unit 108 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

149. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT IX – PARTITION OF UNIT 109

150. The Association re-alleges and re-avers Paragraphs 1 through 20, 45-47 and 108 of the Complaint as though fully set forth herein.

151. The Association is entitled to have Unit 109 partitioned. To the extent that the partition of Unit 109 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

152. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

153. Without a sale of Unit 109 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

154. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT X – PARTITION OF UNIT 110

155. The Association re-alleges and re-avers Paragraphs 1 through 20, 48-50 and 108 of the Complaint as though fully set forth herein.

156. The Association is entitled to have Unit 110 partitioned. To the extent that the partition of Unit 110 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

157. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

158. Without a sale of Unit 110 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

159. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XI – PARTITION OF UNIT 111

160. The Association re-alleges and re-avers Paragraphs 1 through 20, 51-53 and 108 of the Complaint as though fully set forth herein.

161. The Association is entitled to have Unit 111 partitioned. To the extent that the partition of Unit 111 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

162. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

163. Without a sale of Unit 111 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

164. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XII – PARTITION OF UNIT 112

165. The Association re-alleges and re-avers Paragraphs 1 through 20, 54-56 and 108 of the Complaint as though fully set forth herein.

166. The Association is entitled to have Unit 112 partitioned. To the extent that the partition of Unit 112 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to respective Percentage Share of Ownership Interest.

167. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests..

168. Without a sale of Unit 112 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

169. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XIII – PARTITION OF UNIT 201

170. The Association re-alleges and re-avers Paragraphs 1 through 20, 57-59 and 108 of the Complaint as though fully set forth herein.

171. The Association is entitled to have Unit 201 partitioned. To the extent that the partition of Unit 201 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

172. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

173. Without a sale of Unit 201 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

174. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XIV – PARTITION OF UNIT 202

175. The Association re-alleges and re-avers Paragraphs 1 through 20, 60-62 and 108 of the Complaint as though fully set forth herein.

176. The Association is entitled to have Unit 202 partitioned. To the extent that the partition of Unit 202 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

177. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

178. Without a sale of Unit 202 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

179. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XV – PARTITION OF UNIT 203

180. The Association re-alleges and re-avers Paragraphs 1 through 20, 63-65 and 108 of the Complaint as though fully set forth herein.

181. The Association is entitled to have Unit 203 partitioned. To the extent that the partition of Unit 203 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

182. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

183. Without a sale of Unit 203 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

184. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XVI – PARTITION OF UNIT 204

185. The Association re-alleges and re-avers Paragraphs 1 through 20, 66-68 and 108 of the Complaint as though fully set forth herein.

186. The Association is entitled to have Unit 204 partitioned. To the extent that the partition of Unit 204 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

187. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

188. Without a sale of Unit 204 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

189. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XVII – PARTITION OF UNIT 205

190. The Association re-alleges and re-avers Paragraphs 1 through 20, 69-71 and 108 of the Complaint as though fully set forth herein.

191. The Association is entitled to have Unit 205 partitioned. To the extent that the partition of Unit 205 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

192. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

193. Without a sale of Unit 205 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

194. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XVIII – PARTITION OF UNIT 206

195. The Association re-alleges and re-avers Paragraphs 1 through 20, 72-74 and 108 of the Complaint as though fully set forth herein.

196. The Association is entitled to have Unit 206 partitioned. To the extent that the partition of Unit 206 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

197. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

198. Without a sale of Unit 206 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

199. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XIX – PARTITION OF UNIT 207

200. The Association re-alleges and re-avers Paragraphs 1 through 20, 75-77 and 108 of the Complaint as though fully set forth herein.

201. The Association is entitled to have Unit 207 partitioned. To the extent that the partition of Unit 207 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

202. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

203. Without a sale of Unit 207 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

204. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XX – PARTITION OF UNIT 208

205. The Association re-alleges and re-avers Paragraphs 1 through 20, 78-80 and 108 of the Complaint as though fully set forth herein.

206. The Association is entitled have Unit 208 partitioned. To the extent that the partition of Unit 208 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

207. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

208. Without a sale of Unit 208 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

209. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XXI – PARTITION OF UNIT 209

210. The Association re-alleges and re-avers Paragraphs 1 through 20, 81-83 and 108 of the Complaint as though fully set forth herein.

211. The Association is entitled to have Unit 209 partitioned. To the extent that the partition of Unit 209 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

212. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

213. Without a sale of Unit 209 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

214. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XXII – PARTITION OF UNIT 210

215. The Association re-alleges and re-avers Paragraphs 1 through 20, 84-86 and 108 of the Complaint as though fully set forth herein.

216. The Association is entitled to have Unit 210 partitioned. To the extent that the partition of Unit 210 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

217. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

218. Without a sale of Unit 210 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

219. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XXIII – PARTITION OF UNIT 211

220. The Association re-alleges and re-avers Paragraphs 1 through 20, 87-89 and 108 of the Complaint as though fully set forth herein.

221. The Association is entitled to have Unit 211 partitioned. To the extent that the partition of Unit 211 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

222. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests..

223. Without a sale of Unit 211 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

224. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XXIV – PARTITION OF UNIT 212

225. The Association re-alleges and re-avers Paragraphs 1 through 20, 90-92 and 108 of the Complaint as though fully set forth herein.

226. The Association is entitled to have Unit 212 partitioned. To the extent that the partition of Unit 212 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

227. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

228. Without a sale of Unit 212 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

229. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XXV – PARTITION OF UNIT T-1/301

230. The Association re-alleges and re-avers Paragraphs 1 through 20, 93-95 and 108 of the Complaint as though fully set forth herein.

231. The Association is entitled to have Unit T-1/301 partitioned. To the extent that the partition of Unit T-1/301 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

232. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

233. Without a sale of Unit T-1/301 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

234. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XXVI – PARTITION OF UNIT T-2/302

235. The Association re-alleges and re-avers Paragraphs 1 through 20, 96-98 and 108 of the Complaint as though fully set forth herein.

236. The Association is entitled to have Unit T-2/302 partitioned. To the extent that the partition of Unit T-2/302 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

237. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

238. Without a sale of Unit T-2/302 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

239. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XXVII – PARTITION OF UNIT T-3/303

240. The Association re-alleges and re-avers Paragraphs 1 through 20, 99-101 and 108 of the Complaint as though fully set forth herein.

241. The Association is entitled to have Unit T-3/303 partitioned. To the extent that the partition of Unit T-3/303 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

242. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests..

243. Without a sale of Unit T-3/303 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

244. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XXVIII – PARTITION OF UNIT T-4/304

245. The Association re-alleges and re-avers Paragraphs 1 through 20, 102-104 and 108 of the Complaint as though fully set forth herein.

246. The Association is entitled to have Unit T-4/304 partitioned. To the extent that the partition of Unit T-4/304 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

247. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests.

248. Without a sale of Unit T-4/304 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

249. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XXIX– PARTITION OF UNIT T-5/305

250. The Association re-alleges and re-avers Paragraphs 1 through 20, 105-109 of the Complaint as though fully set forth herein.

251. The Association is entitled to have Unit T-5/305 partitioned. To the extent that the partition of Unit T-5/305 cannot be done without manifest injury to the value of the Property, then same should be appraised and sold, and the proceeds thereof paid to the Association and Defendants according to their respective Percentage Share of Ownership Interest.

252. Pursuant to Fla. Stat. §721.125, all reasonable expenses incurred, including the reasonable fees of attorneys and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition sale, proportionate to their respective ownership interests..

253. Without a sale of Unit T-5/305 through a partition action, the Association is left with no other remedy at law and will suffer irreparable harm.

254. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XXX - DECLARATORY RELIEF AS TO DELINQUENT OWNERS

255. The Association re-alleges and re-avers Paragraphs 1 through 109 of the Complaint as though fully set forth herein.

256. Pursuant to Section 20 of the Condominium Declaration, the Association was authorized to enact and collect assessment from timeshare unit owners to pay for common expenses.

257. A number of unit owners referred to in Paragraph 16 as Delinquent Owners have failed and/or refused to pay the properly enacted assessments.

258. A real and justifiable controversy exists between the Association and Delinquent Owners as to the Delinquent Owners' obligations as to assessments properly enacted by the Association.

259. As the Association is seeking a partition of real property to which Delinquent Owners may claim an interest, it is necessary for the Court to declare the obligations of the Delinquent Owners as to assessments owed.

260. The Association requests that the Court declare that the Delinquent Owners are in default of assessment obligations in the amounts as set forth in Exhibit "D" attached hereto, and any other Owners that become delinquent during the pendency of this litigation.

261. The Association further requests that the Court declare that the Delinquent Owners are only entitled to their share of proceeds from any sale of real property to the extent such sums are in excess of the amount of unpaid assessment as applied to each Delinquent Owner.

262. The Association requests to be awarded such other legal and equitable relief to which it may be entitled.

COUNT XXXI - QUIET TITLE

263. The Association re-alleges and re-avers Paragraphs 1 through 109 of the Complaint as though fully set forth herein.

264. As set forth in Paragraph 15, above, Defendant, P.B. Vacation Weeks, Inc. may have or claim an ownership interest in one or more timeshare unit weeks by virtue of a defective conveyance in relation to the aforementioned Bankruptcy Deed as set forth in Exhibit "E" attached hereto, which identifies the unit weeks at issue.

265. As set forth in Paragraph 17 herein, a number of Defendants may claim an ownership interest in one or more timeshares by virtue of a defective conveyance with said Defendants being referred to as herein Defect Defendants as set forth in Exhibit “F”.

266. The Defect Defendants and P.B. Vacation Weeks, Inc. may claim an adverse interest to the Association and other record owners as to ownership rights of the Property that the Association is seeking to partition.

267. P.B. Vacation Weeks, Inc. and the Defect Defendants are not identified as the Owner of Record in the Association’s Roster, not have paid any of the assessments to the Association.

268. The Association is entitled to quiet title to the Property as against the Defect Defendants and those named as lien holders to the extent such fail herein to adequately prove their interest in the Property.

269. The Property shall be sold free from all of the claims of all Defendants, including P.B. Vacation Weeks, Inc. and the Defect Defendants, and lien claimants, and title to the purchaser shall be quieted as to the claim of all Defendants, including P.B. Vacation Weeks and the Defect Defendants, and the lien holders who fail to adequately prove their interest in the Property.

270. The Association respectfully requests that the Court enter a judgment quieting title to the Property as against P.B. Vacation Weeks and the Defect Defendants, and those named as lien holders, along with such other and further relief as the Court deems just and proper.

Dated October 22, 2020

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EXHIBIT “A”

DECLARATION OF CONDOMINIUM
OF
THE PALM BEACH RESORT AND BEACH CLUB CONDOMINIUM

REGCO DEVELOPMENTS, INC., a Florida corporation ("Declarant" or "Developer"), and BRUCE GERSON ("Owner"), for themselves, their successors, grantees and assigns, being the Developer and Owner, respectively, of the fee simple title to the real property in Palm Beach County, Florida, more particularly described in Paragraph 1.2 below (hereinafter referred to as the "Land"), hereby submit the Land and the improvements thereon in fee simple to condominium ownership pursuant to the provisions of Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act", in existence as of the date of this Declaration, upon the terms, conditions, restrictions, reservations and limitations hereinafter set forth.

NOW, THEREFORE, Developer and Owner make the following declarations:

1. STATEMENT OF PURPOSE. The purpose of this Declaration is to submit the Land and the improvements thereon to the condominium form of ownership and use in the manner provided in the Condominium Act. Except where variances permitted by law appear in this Declaration, in the exhibits attached hereto, or in lawful amendments to any of them, the provisions of the Condominium Act, as constituted on the date of this Declaration, including the definitions therein contained, are adopted and included herein by express reference. All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall run perpetually unless terminated as provided herein, and shall be binding upon all unit owners. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, and all exhibits hereto. Both the burdens imposed and the benefits provided shall run with each unit and the interests in common property appurtenant thereto, as defined herein.

1.1 Name and Address. The name by which this Condominium is to be known and identified is THE PALM BEACH RESORT AND BEACH CLUB CONDOMINIUM, and its address is 1931 South Ocean Boulevard, Palm Beach, Florida.

1.2 The Land. The legal description of the Land, which is hereby being submitted to condominium ownership, is as follows:

A parcel of submerged land lying in Lake Worth in Section 26, Township 44 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows: From a point on the easterly right of way of State Road A-1-A and lying on the northerly line of a parcel described as "The North 100 feet of the South 898.77 feet of Government Lot 1, Section 26, Township 44 South, Range 43 East", run Westerly along the projection of said Northerly line, a distance of 111.9 feet to the point of beginning, said point of beginning lying on the high water mark of the Easterly shore of Lake Worth; thence Southerly along a bulkhead line established by resolution by the Town of Palm Beach, Florida, a distance of 100 feet to a point, thence Easterly along the

This Instrument Prepared By:
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REVIEW TO:

Westerly projection of the Southerly line of aforementioned parcel, a distance of 620.72 feet to a point in the high water line of Lake Worth; thence Northerly along said high water line a distance of 104 feet, more or less, to the point of beginning. Less: not included parcel in Southeast Corner. (See Exhibit A).

2.1 DEFINITIONS. As used herein, in the exhibits attached hereto, and in all amendments hereto, unless the context requires otherwise.

2.2 Assessment means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owners.

2.3 Association means THE PALM BEACH RESORT AND CONDOMINIUM ASSOCIATION, INC., the entity responsible for the operation of this condominium, except to the extent limited herein. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "C" and incorporated by reference herein.

2.4 Board of Directors means the representative body responsible for the management of the Condominium and business of the Association.

2.5 By-Laws means the By-Laws of the Association, as they exist from time to time. A copy of the By-Laws is attached hereto as Exhibit "D" and incorporated herein by reference.

2.6 Commercial Unit, means a Condominium Parcel intended and designed for the conduct of a business enterprise to serve the Unit Owners, occupants of the Condominium Property, their guests and invitees and such other persons who may be lawfully entitled to come upon the Condominium Property, and shall comprise the commercial unit separately identified by a number and letter designation in Exhibit A to this Declaration.

2.7 Common Elements means the portions of the condominium property (including the tangible personal property required for the maintenance and operation of the condominium property) not included in the units.

2.8 Common Expenses means all expenses and assessments properly incurred by the Association for the Condominium and includes, but is not limited to: the expenses of administration and maintenance, operation, repair and replacement of the common elements and of the portions of units to be maintained by the Association; taxes, special assessments and insurance for the common elements; other expenses declared to be common elements herein and in the By-Laws; and any other valid charge against the Condominium as a whole.

2.9 Common Surplus means the excess of all receipts of the Association, including but not limited to, assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

3.0 Condominium means all of the condominium property as a whole when the context so permits, as well as that form of ownership of real property which is comprised of units that may be owned by one or more persons, and in which there is appurtenant to each unit an undivided share in the common elements.

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2.10 Condominium Act means Chapter 718, Florida Statutes, in existence as of the date of this Declaration.

2.11 Condominium Unit means both a Residential Unit and a Commercial Unit, unless indicated otherwise, together with the undivided share in the common elements which is appurtenant to the unit.

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

2.13 Declaration or Declaration of Condominium means this instrument as it may from time to time be amended.

2.14 Developer means REGCO DEVELOPMENTS, INC., a Florida corporation, its successors and assigns, and whoever offers for sale condominium parcels created herein in the ordinary course of business.

2.15 Institutional Mortgagee means a bank, bank holding company, or subsidiary thereof, savings and loan association, insurance company, union pension fund, mortgage company approved by Developer, its successor, grantees or assigns, agency of the United States Government, or Developer, its grantees, successors and assigns, and Bruce Gernon, heretofore referred to as "Owner," holding a first mortgage of public record on a condominium parcel or on any portion of the condominium property.

2.16 Land means the real property in Palm Beach County, Florida, which is being submitted to condominium ownership and is more particularly described in Paragraph 1.2 hereof.

2.17 Limited Common Elements means those common elements which are reserved for the use of a certain unit or units to the exclusion of other units, and for all purposes herein shall be treated as common elements as to the unit or units for which they are reserved.

2.18 Maintenance Fee means a share of the funds required for the payment of those expenses associated with a Unit committed to Interval Ownership, which, from time to time, are assessed against the Owners of Unit Weeks within such Unit.

2.19 Management Agreement means and refers to that certain Agreement attached to this Declaration and made a part hereof, which provides for the management of the Condominium property.

2.20 Management Firm means and refers to the entity identified as the Management Firm in the Management Agreement attached to this Declaration, its successors and assigns. The Management Firm shall be responsible for the management of the Condominium Property as provided in the Management Agreement attached to this Declaration and made a part hereof.

2.21 Occupant means the person or persons, other than the unit owner, in possession of a unit or limited common elements.

2.22 Residential Unit means a part of the condominium property which is subject to private ownership, to be used as a single family residence and as designated on the exhibits attached to this Declaration.

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

2.24 Special Assessment means a share of the funds required for payment of common expenses which are unbudgeted or for which insufficient provision is made in the budget, occasioned by unforeseeable and fortuitous events, which from time to time may be assessed against the unit owners.

2.25 Unit Owner means the owner of a condominium parcel.

2.26 The following definitions shall refer only to those Units committed to and sold under a plan of "Interval Ownership":

(a) "Interval Ownership" is a concept whereby units and the share of the common elements assigned to the unit are conveyed for periods of time, the purchaser receiving a stated time period for a years, together with a remainder over in fee simple as tenant in common with all other purchasers of "Unit Weeks" in each such Condominium Unit in that percentage interest determined and established by Exhibit B to the Declaration in the year 2021.

(b) "Unit Week" means a period of ownership in a Unit committed to Interval Ownership which shall consist of not less than seven days.

"Unit Weeks" are computed as follows:

Unit Week No. 1 is the seven (7) days commencing on the first Saturday in each year. Unit Week No. 2 is the seven (7) days succeeding. Additional Weeks up to and including Unit Week No. 51 are computed in a like manner. Unit Week No. 52 contains the seven (7) days succeeding the end of Unit Week No. 51 without regard to the month or year, plus any excess days not otherwise assigned. Unit Weeks run from noon on the first Saturday of the period to noon on the last Saturday of the period.

(c) A "Unit Committed to Interval Ownership" shall be any Unit sold under a plan of Interval Ownership.

3. DEVELOPMENT PLAN AND IDENTIFICATION OF UNITS. The condominium property consists of the Land, all easements and rights appurtenant thereto, and the buildings constructed thereon, comprising in total the units, common elements and limited common elements. The improvements on the Land consist of one (1) two story building containing twenty nine (29) condominium units and common areas, one commercial unit, a swimming pool and patio area, paved driveways, walkways and parking areas, dock facility and a proposed boardwalk area.

3.1 Designation of Units. Each unit is designated by a three (3) digit designation. These digits indicate the floor and location of the unit in the building. The identification, type and location of each unit can be established from Exhibit "A" attached hereto and incorporated herein by reference. No unit bears the same designation as any other unit.

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3.2 Unit Boundaries.

(a) Each unit shall have as its boundary lines the interior unpainted finished surfaces of the ceiling, floor, and perimeter walls. All weight bearing walls and solid concrete column located within a unit constitute part of the common elements up to the unpainted finished surface of the walls and columns. All doors and windows, glass or otherwise, and screening which are part of or in the perimeter walls of a unit shall be deemed a part of the unit up to the exterior unfinished surface thereof.

(b) All pipes, wires, conduits and other utility lines, regardless of location, constitute part of the common elements, up to their outlets.

(c) The ventilation chases and plumbing chases located within a unit are common elements. The boundary lines of each chase shall be the exterior unpainted surfaces thereof.

(d) Balconies or Terraces. The balconies/terraces abutting each unit are limited common elements appurtenant to that unit to which they are attached, and their use is restricted to the unit to which they are appurtenant. The boundary lines of each balcony/terrace attached to a unit are the interior vertical and horizontal surfaces thereof, and the exterior unpainted finished surface of the perimeter baluster or railing abutting the balcony/terrace.

4. TIME SHARE ESTATES AS DEFINED IN SECTION 718.103(19), FLORIDA STATUTES, WILL BE CREATED WITH RESPECT TO UNITS IN THIS CONDOMINIUM. A Unit shall become a Unit committed to Interval Ownership upon the recording of the first deed in said Unit, conveying Unit Weeks by the Developer. No Unit may be committed to Interval Ownership by any person, or other entity other than the Developer. No Unit may be committed to Interval Ownership if such Unit is encumbered by any mortgage held by Owner.

A Unit will no longer be committed to Interval Ownership any time all Unit Weeks are owned by the same legal entity. Notwithstanding the above, the Developer may assign its right to commit Units to Interval Ownership to any other entity to which it conveys substantially all Units which it owns in the Condominium property.

There are twenty-nine (29) Units in this Condominium, each of which may contain fifty-two (52) Unit Weeks resulting in a maximum of one thousand five hundred and eight (1,508) Unit Weeks in the Condominium.

5. IDENTIFICATION OF UNITS COMMITTED TO INTERVAL OWNERSHIP. Wherever the term "Unit Owner" or "Unit Owners" is used anywhere within the context of this Declaration of any Amendment or Supplementary Declaration hereto, it shall be construed to include all Owners of Unit Weeks within any Unit committed to Interval Ownership as one Unit Owner. The respective interests of each Owner of Unit Weeks within such Unit committed to Interval Ownership with respect to each other shall be delineated on Exhibit No. B which is annexed to this Declaration and made a part hereof.

6. COMMON ELEMENTS. The common elements as shown and located on Exhibit "A" attached hereto include within its meaning the following terms:

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(a) The ventilation chases, plumbing chases, and concrete columns within the units;

(b) Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements;

(c) An easement of support in every portion of a unit which contributes to the support of the building;

(d) Installations for the furnishing of utility and other service to more than one unit or to the common elements or to a unit other than the unit containing the installation; and

(e) The condominium property which is not included within the units or designated as limited common elements herein.

7. LIMITED COMMON ELEMENTS. Those areas reserved for the use of a certain unit or units to the exclusion of other units are designated as limited common elements, and are shown and located on Exhibit "A" attached hereto.

7.1 Responsibility of Unit Owners. The unit owners who have the right to the exclusive use of a limited common element shall be responsible, at their cost and expense, for the maintenance, care, and preservation of the limited common element. The Association shall maintain and repair the exterior walls of the balconies/terraces, and shall regulate the type and installation of screening enclosing the balconies/terraces, but the unit owners shall be responsible for the maintenance, care, and preservation of the screening.

7.2 Responsibility of Association. Except as provided in 7.1 above and as elsewhere provided herein, any expense for the maintenance, repair or replacement relating to common elements shall be treated and paid for as a part of the common expenses of the Association. Should any maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, employees, and licensees, he shall be responsible therefor, and the Association shall have the right to levy an assessment against the owner's unit, which assessment shall have the same force and effect as all other assessments.

8. SURVEY, SITE PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS. Attached hereto as Exhibit "A" is a survey of the Land, graphic descriptions of the improvements in which units are located, a Plot Plan locating the common elements and limited common elements, and floor plans and cross sections for the units in the Condominium.

8.1 Surveyor's Certificate. Attached hereto as part of Exhibit "A" and incorporated herein by reference is the certificate of a surveyor authorized to practice in Florida certifying that the construction of the improvements is complete so that Exhibit "A", together with the provisions of this Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

8.2 Alteration of Unit Plans. Developer reserves the right, to be exercised only upon Owner's approval, which approval shall not be unreasonably withheld, to change the interior design and arrangements of all units, and to alter the

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boundaries between the units, so long as Declarant owns the units so altered and so long as all Institutional Mortgagees of such units have approved the alteration in writing. No such alteration shall increase the number of units, nor alter the boundaries of the common elements, without amendment of this Declaration. If more than one unit is concerned, Developer shall apportion between the units the shares in the common elements which are appurtenant to the units concerned.

8.3 Amendment of Declaration. The amendment of this Declaration reflecting the above authorized alteration of plans by Developer need be signed and acknowledged only by Developer and all Institutional Mortgagees of the units affected, and need not be approved by the Association, or by other unit owners or lienors, whether or not elsewhere required for an amendment to this Declaration.

9. POSSESSIONS AND ENJOYMENT OF CONDOMINIUM PARCELS AND APPURTENANCES

9.1 Condominium Parcels. Each condominium parcel is a separate parcel of real property, the ownership of which shall be in fee simple. Each condominium parcel includes the unit, the undivided share of the common elements which is appurtenant to that unit, and the interest of the unit in the limited common elements appurtenant thereto.

9.2 Appurtenances. There shall pass with each unit as appurtenances thereto the following:

- (a) An undivided share in the common elements;
- (b) An undivided share in common surplus;
- (c) An exclusive easement for the use of air space occupied by the unit as it exists at any particular time and as the unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time;
- (d) Membership of each unit owner in the Association and the interests of each unit in the funds and assets held by the Association;
- (e) The right to use all of the common elements for their intended purposes, subject to the provisions of the Declaration, the By-Laws, and such reasonable rules and regulations as may from time to time be established by the Association; but no use shall hinder or encroach upon the lawful rights of other unit owners;
- (f) The exclusive right to use such portion of the common elements as may be provided by this Declaration to be limited common elements appurtenant to the unit.

10. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. The undivided share in the common elements and limited common elements which is appurtenant to a unit shall not be separated therefrom and shall pass with the title to the unit, whether or not separately described.

- (a) A share in the common elements and limited common elements appurtenant to a unit may not be conveyed or encumbered except together with the unit;

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(b) The shares in the common elements and limited common elements appurtenant to the units shall remain undivided, and no action for partition of the common elements or limited common elements shall lie.

11. PERCENTAGE OWNERSHIP OF COMMON ELEMENTS AND SHARING OF COMMON EXPENSES AND COMMON SURPLUS. The undivided share in the common elements appurtenant to each unit and the percentage of sharing common expenses, including the obligation of each Unit Owner under the Management Agreement, and of owning common surplus attributable to each unit is shown on Exhibit "B" attached hereto and incorporated herein by reference. The respective undivided interests as set forth in Exhibit "B" have been carefully established, giving effect to numerous criteria, and cannot be changed, altered or amended except as provided in this Declaration or the Condominium Act.

12. TAX ASSESSMENT. For the purposes of ad-valorem taxation, the interest of the owner of a condominium parcel in his condominium unit and in the common elements shall be considered as a unit. The value of the unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as has been assigned to the unit as its undivided share of the common elements by this Declaration. The total of all of the percentages equals 100% of the value of all of the land and improvements thereon.

13. MAINTENANCE FEE FOR UNITS COMMITTED TO INTERVAL OWNERSHIP. All Owners of Unit Weeks in Units committed to Interval Ownership shall pay a "maintenance fee". The maintenance fee shall include the following:

The Unit's share of common expenses, as set forth in Paragraph 11 above;

Repair and upkeep on the Unit for normal wear and tear (example - repainting interior walls);

Repair and replacement of furniture, fixtures, appliances, carpeting and utensils;

Casualty and/or liability insurance on the Unit;

Utilities for the subject Unit;

Personal property, real estate, and any other applicable taxes not billed directly to the Owners of the Unit Weeks; and

Any other expenses incurred in the normal operations and maintenance of the Unit which cannot be attributed to a particular Unit Week Owner, and funding for reserve account as determined necessary by Developer or required pursuant to the provisions of the Condominium Act.

The maintenance fee shall be prorated among all Owners of Unit Weeks in a specific Unit by applying a fraction, the numerator of which is the number of Unit Weeks owned by a specific Owner, the denominator of which is fifty-one (51), to the total of all such expenses. The foregoing shall not apply to any Unit Week conveyed to the Association.

14. MAINTENANCE WEEK IN UNITS COMMITTED TO INTERVAL OWNERSHIP. Upon conveying forty (40) Unit Weeks in any Unit committed to Interval Ownership, or nine (9) months from the date of the

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first conveyance under Interval Ownership in any Unit committed to Interval Ownership, whichever date comes first, the Developer agrees to convey and the Association agrees to accept one Unit Week to be used for maintenance purposes. The Developer shall have the right to choose the Unit Week to be so conveyed. In the event any one person, or other legal entity, becomes holder of record title to all Unit Weeks in any one Unit, that person, or other legal entity, may cause the Association to convey said Unit Week conveyed to the Association to it by notifying the Association, in writing, of its desire that said Unit cease being a Unit committed to Interval Ownership. The Association shall execute the necessary papers to complete said conveyance no later than sixty (60) days after Notice. All expenses of said conveyance, including state stamps and recording fees, shall be borne by the person, or other legal entity, desiring such conveyance.

15. EASEMENTS. The following easements are hereby granted or reserved:

15.1 Easements for Unintentional Encroachments. Perpetual easements are granted and reserved for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If any part of the condominium property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.

15.2 Utility Easements. Easements are hereby granted and reserved to Developer, unit owners, and the Association through the condominium property as may be required for utility service in order to serve the Condominium provided, however, such easements through a unit shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by the unit owner.

15.3 Ingress and Egress. An easement is hereby granted for pedestrian traffic over, through and across such portions of the common elements as may from time to time be intended and designated for such uses and purposes, for the use and benefit of the unit owners, their families and invitees, in obtaining ingress and egress from the units to the Common Property.

15.4 Easements for Boat Slips. Developer hereby reserves unto itself the right to grant easements along the seawall at the west end of the condominium property for the construction and use of boat slips. Boat slip easements may not be granted by Developer to persons who do not own units at the condominium.

15.5 Any easement to be given subsequent to the filing of this Declaration of Condominium in the public records of Palm Beach County must be acknowledged and approved by Owner.

16. AUTOMOBILE PARKING. Portions of the condominium property contain various parking areas, the location of which are shown on Exhibit "A" attached to this Declaration. Parking spaces shall be common elements. Developer reserves the right to assign and regulate all parking spaces until Developer has sold all units in the Condominium or until Developer relinquishes control of the Association, whichever shall occur first.

17. MEMBERSHIP IN ASSOCIATION AND VOTING RIGHTS.

17.1 Membership. Every owner of a unit, whether he has acquired title by purchase from Declarant, Declarant's grantees, successors or assigns, or by gift, conveyance or operation of law, is bound to and hereby agrees that he shall accept membership in the Association and does hereby agree to be bound by this

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Declaration, the By-Laws of the Association and the rules and regulations enacted pursuant thereto, and the provisions and requirements of the Condominium Act and lawful amendments thereto. Membership is automatic upon acquisition of a unit and approval by the Association, and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

16.2 Voting Rights. There shall be one person with respect to each unit who shall be entitled to vote at any meeting of the unit owners. Such person is hereafter referred to as a voting member. If a unit is owned by more than one individual, the owners of said unit shall designate one of them as the voting member. If a unit is owned by a corporation, the Board of Directors of the corporation by duly passed resolution shall designate one of its officers or employees as the voting member. If a unit is owned by a partnership all of the partners by an appropriate resolution shall designate one of the partners as the voting member. If a unit is owned by more than one trustee, all of the trustees shall designate one of the trustees as the voting member. The By-Laws of the Association shall govern the proceedings to follow in designating an individual as the voting member of the unit. If one individual owns more than one unit, he shall have as many votes as the number of units that he owns. The vote of a unit is not divisible.

16.3 Notwithstanding the above, each Owner of Unit Weeks in a Unit committed to Interval Ownership shall be entitled to vote at meetings of the Association and shall be entitled to one fifty-first (1/51st) vote for each Unit Week owned.

17. THE ASSOCIATION. The operation of the condominium property shall be by THE PALM BEACH RESORT AND BEACH CLUB ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida. The Association shall have all of the powers and duties set forth in the Condominium Act, and all of the powers and duties granted to or imposed upon it by this Declaration, the Articles of Incorporation, and the By-Laws of the Association. A copy of the Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits "C" and "D", respectively, and incorporated herein by reference.

17.1 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage other than the cost of maintenance and repair, caused by any latent condition of the property to be repaired and maintained by the Association or caused by the elements or other unit owners or persons.

17.2 Notice of Contingent Liability. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability, and they shall have the right to intervene and defend. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners at reasonable times.

17.3 Control of the Association. The first Board of Directors of the Association shall remain in office, and Developer shall control the Association until all units in the Condominium have been sold and closed, or until Developer elects to turn over control, whichever shall first occur; provided, however, such

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term of office of the original Directors shall in no event extend beyond three (3) years after fifty percent (50%) of the units have been sold and closed, or three (3) months after ninety percent (90%) of the units have been sold and closed. Upon sale and closing of at least fifteen percent (15%) of the unit [Units to mean fifteen percent (15%) of the total Unit Weeks], the unit owners other than Developer shall be entitled to elect one third (1/3) of the members of the Board of Directors. Upon the occurrence of any of said events, a special meeting for the purpose of electing interim Directors will be held upon due and proper notice being given to all unit owners in accordance with applicable law and the By-Laws of the Association. The interim election and all subsequent elections shall take place in accordance with the procedures set forth in the By-Laws as applicable to regular meetings. An employee of an agent of a business entity owner, such as Developer, shall be eligible to serve as a Director of the Association. Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as Developer holds at least one (1) of the units in the condominium for sale in the ordinary course of business.

18. BY-LAWS. The operation of the Condominium shall be governed by the By-Laws of the Association. No modification of or amendment to the By-Laws shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth herein. No amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage held by an Institutional Mortgagee covering any condominium parcel without the consent of said Institutional Mortgagee. Defects or omissions in the By-Laws shall not affect the validity of the Condominium or title to the condominium parcels.

19. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS. Responsibility for the maintenance of the condominium property and restrictions upon alterations and improvements thereof shall be as follows:

19.1 Common Elements

(a) The maintenance and operation of the common elements shall be the responsibility of the Association and shall be a common expense;

(b) There shall be no material alteration or further substantial improvement of common elements without prior approval, in writing, by record owners of seventy-five percent (75%) of all units. The cost of such alteration or improvement shall be a special assessment and so assessed.

19.2 Units and Limited Common Elements

(a) The Association shall maintain, repair and replace as a common expense:

(1) All portions of a unit contributing to the support of the building, which portions shall include, but not be limited to the outside walls of the building, all fixtures on the exterior thereof, the perimeter baluster and walls abutting each balcony and terrace, including the exterior surfaces thereof, boundary walls of a unit, floors and ceiling slabs, load-bearing columns and load-bearing walls, but shall not include screening, windows, exterior doors, glass and interior surfaces of walls, ceilings and floors;

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(2) All conduits, plumbing (but not fixtures), wiring and other facilities for the furnishing of utility services which are contained in a unit but which service all or parts of the building other than the unit within which contained;

(3) Ventilation and plumbing cases that are common elements;

(4) All incidental damage caused to a unit by such work shall be promptly repaired by the Association.

(5) To maintain, repair and replace, at their sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air-conditioning and heating equipment including but not limited to condensers, compressors, evaporators and hot water heaters, whether located within or outside the unit; refrigerators, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, including boundary and exterior walls, all interior furnishings, floors and ceilings and all other portions of his unit and limited common elements appurtenant thereto.

19.3 Association's Right of Access. The Association shall have the irrevocable right of access to all units from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common element therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the common elements or another unit.

19.4 Non-Interval Ownership Maintenance. Each non-interval Unit agrees:

(a) To maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, floors) whether or not a part of the Unit or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit.

(b) Not to make or cause to be made any structural addition, alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building whether within a Unit or part of the limited common elements without the prior written consent of the Board of Directors of the Association.

19.5 Interval Ownership Maintenance. Each interval Unit Owner agrees:

(a) To pay his proportionate share of the cost of the maintenance and repair of all interior and exterior components of said Unit, the cost of maintenance, repair and replacement of all appliances, furniture, carpeting, fixtures, equipment, utensils, and other personal property within said Unit, and such other costs of repair, maintenance, upkeep and operation of the Unit as is necessary to the continued enjoyment of said Unit by all said Owners of Unit Weeks therein.

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(b) Not to make, cause, or allow to be made, any repairs, modifications, alterations, or replacements to the common elements, limited common elements, outside or exterior portion of the buildings whether within a Unit or part of the limited common elements or common elements, exterior or interior of his Unit, or of the furnishings, appliances, personal property, or decor thereof, without the prior written consent of the Board of Directors of the Association, and all other Owners of Unit Weeks therein.

(c) That expenses of repairs or replacements to the Unit or its components, furnishings, carpeting, appliances, or other property, real, personal, or mixed, occasioned by the specific use or abuse of any Owner of Unit Weeks in any Unit, or any licensee or tenant of said Owner, shall be borne in their entirety by said Owner.

(d) That the Association shall determine the interior color scheme, decor and furnishings, of each such Unit, as well as the proper time for redecorating and replacements thereof.

20. ASSESSMENTS The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expenses to the extent maintained by, contracted for, or the responsibility of the Association. A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of such voluntary conveyance.

20.1 No Avoidance by Waiver of Use. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or services, or by abandonment of the unit for which the assessment was made.

20.2 Interest in Default. Assessments and installments thereon, not paid when due, shall bear interest from the date when due until paid at the rate of ten percent (10%) per annum. In the event the unit owner shall be more than thirty (30) days delinquent in the payment of any assessment, the Board of Directors, at its discretion, may upon five (5) days' written notice to the unit owner, declare due and payable all assessments applicable to such unit for the fiscal year of the Association in which the delinquency occurs.

Maintenance fees for Units committed to Interval Ownership shall be due and payable on the first day of January, April, July and October, in advance, unless otherwise ordered by the Board of Directors.

20.3 Lien for Unpaid Assessments. The Association shall have a lien on each condominium parcel and all tangible personal property located within said parcel for the amount of any unpaid assessments, and interest thereon, until paid. Such lien shall also include a reasonable attorney's fee incurred by the Association incident to the collection of such assessment or enforcement of such lien, including such fee in connection with any appellate proceedings arising out of any suit for collection or enforcement, and further including costs of collection. Such liens shall be executed and recorded in the Public Records of Dade County, Florida, in the manner provided by the Condominium Act, but such liens shall be subordinate to the lien of any mortgage or

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any other lien recorded prior to the time of the recording of the claim of lien by the Association. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. The lien shall be effective as and in the manner provided by the Condominium Act and shall have the priorities established by said Act.

In the case of a lien against an Owner of Unit Weeks in a Unit committed to Interval Ownership, said lien shall be limited to the Unit Weeks owned by said Owner and shall not encumber the property, real or personal, of any other Owner of Unit Weeks in said Unit.

20.4. Foreclosure of Lien. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Condominium Act. The Association may, at any sale, bid in the sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.

20.5. Liability of Institutional Mortgagees. If an Institutional Mortgagee obtains title to a condominium parcel as a result of foreclosure of the first mortgage, or as a result of a deed or other arrangements in lieu of foreclosure of the first mortgage, the Institutional Mortgagee, its successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel applicable to the time prior to acquisition of title as a result of the foreclosure or deed or other arrangements in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer, and his successors and assigns. No other sale or transfer shall relieve any unit from liability for any assessments due, nor from the lien of any such subsequent assessment. The written statement of the Association that the lien is subordinate to the institutional mortgage or that the unit is not subject to the assessment shall be dispositive of any question pertaining thereto.

20.6. Liability of Others. Any person who acquires an interest in a unit, except through foreclosure of a first mortgage of record (or deed or other arrangements in lieu thereof), as specifically provided in the subparagraph immediately preceding, including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

20.7. Assignment of Claim by Association. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to Developer or to any unit owner or group of unit owners, or to any third party.

20.8. No Abridgement of Rights of Institutional Mortgagees. Nothing herein shall abridge or limit the rights or responsibilities of an Institutional Mortgagee of a unit, as set out herein or in the statutes made and provided for same.

20.9 Budget. The Board of Directors of the Association shall approve the annual budget for the Condominium in advance for each fiscal year, which budget shall be in the form prescribed by the By-Laws of the Association.

21. LIENS. With the exception of liens which may result from the construction of the Condominium, no liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.

21.1 Consent of Unit Owners. Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to his unit, such labor or materials may not be the basis for the filing of a lien against the unit. No labor performed or materials furnished to the common elements shall be the basis for a lien thereon unless such labor performed or materials furnished was authorized by the Association, in which event the same might be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.

21.2 Partial Release of Lien. In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount attributable to his condominium parcel. Upon such payment it shall be the duty of the lienor to release the lien of record for such condominium parcel.

22. USE AND OCCUPANCY RESTRICTIONS. The use of the condominium property shall be in accordance with the following provisions as long as the Condominium exists:

22.1 Units. Each unit shall be occupied and used by a family, its servants and guests, as a single-family residence and for no other purpose. Except as reserved to Developer, no unit shall be divided or subdivided into smaller units nor any portion sold or otherwise transferred. Whenever any unit is owned or leased by a corporation, partnership, or trust, or other entity (other than Developer), the respective agents of the aforementioned entities, i.e., president or chief executive officer, partner, or trustee, shall designate at closing or upon execution of the lease, as the case may be, one particular family which shall be entitled to use the unit. Only the designated family, its servants and guests may use the unit. The family designated by the corporation, partnership, trust or other entity as the family which shall occupy the unit shall execute a written covenant by the adult members of the family entitled to use said unit in favor of the Association whereby the members of the family occupying the unit agree to comply with the terms and provisions of the Declaration of Condominium and exhibits attached hereto, and the rules and regulations which may be promulgated from time to time by the Association. The written covenant shall contain an acknowledgment that the use of the unit or units by the family shall continue only so long as the aforementioned entity shall continue to be a member of the Association or lessee of such a member. Upon demand by the Association to any of the aforementioned unit owners to remove any party given permission to use a unit owned by the corporation, partnership, trust or other entity for a failure of such party using the unit(s) to comply with the terms and conditions of this Declaration and the rules and regulations of the Association, the aforementioned unit owner shall forthwith cause such party occupying the unit(s) to be removed. In the event the aforementioned owner fails to remove the party using the unit(s), the Association, as agent of the owner, may take such action as it

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deems appropriate to accomplish the removal of such user and all such action by the Association shall be at the cost and expense of the unit owner, and it shall reimburse the Association therefor, upon demand, for costs, together with such attorney's fees (including appellate attorney's fees), as the Association may incur in the removal.

22.2 Notwithstanding the foregoing, nothing in this Declaration shall be construed to restrict the Developer, or any successor in interest to the Developer, from selling and/or conveying any Unit under a plan of Interval Ownership, or any person, group of persons, corporation, partnership, or other entity, from selling, reconveying, or in any other way, transferring same, at any time under said plan of Interval Ownership. The Commercial Unit may be used for any commercial purpose permitted by law and lawful businesses may be conducted thereon at all hours permitted by applicable law.

22.3 Common Elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units. No rights of partition or division of Property constituting the common elements shall be permissible or allowed.

22.4 Children. Parents and/or guardians shall be responsible for behavior and safety of their children at all times.

22.5 Pets. No pets, dogs, domestic cats, tropical fish, birds in cages, etc. shall be allowed to occupy any unit prior to approval in writing from the Board of Directors; provided, however, that no such pet shall be permitted to occupy any unit unless it shall be of gentle nature and disposition. The keeping of pets is a privilege, and not a right, and may be revoked by the Board of Directors upon thirty (30) days' written notice.

22.6 Nuisances. No use or practice which is either an annoyance to unit owners or an interference with the peaceful possession and proper use of the Condominium Property by the unit owners shall be allowed. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

22.6 Insurance. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

22.7 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

22.8 Employees and Servants. No employees or servants of a unit owner shall be allowed to use any of the recreational facilities which are part of the Condominium Property, without the express written consent of the Condominium Association.

22.9 Exteriors. No change shall be made in the color of any exterior window, door, storm or hurricane shutter, glass or screen of a unit, or floor covering of any balcony, except with the prior written consent of the Board of Directors of the Association. All shutters, reflective window covering, or other such covering of the exterior doors and windows shall be uniform in color as established by the Board of Directors of the Association. All window shades shall be a uniform off-white color as established by the Board of Directors of the Association. No unit owner shall cause anything to be placed on the exterior walls, including awnings, storm shutters, doors and windows of the buildings except with the prior written consent of the Boards of Directors of the Association. No clothesline or similar device shall be allowed on any portion of the condominium property, nor shall clothes be hung anywhere except where designated by the Board of Directors of the Association.

22.10 Alteration of Units. No unit owner shall make or cause to be made any structural modifications or alterations in his unit, or in the water, gas, electrical, plumbing, air-conditioning equipment or utilities therein, without the consent of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration or modification would in any manner endanger the building. If the modification or alteration desired by a unit owner involves the removal of any permanent interior partition, the Association may permit such removal if the partition is not a load bearing partition and if removal of the partition does not interfere with any common utility source.

22.11 Noise Abatement. No noise shall be permitted to be transmitted from one unit to another. In the event the Board of Directors of the Association determines that any noise is being transmitted from one unit to another unit and that such noise is unreasonable, the owner of such unit shall, at his own expense, take such steps as shall be necessary to abate the noise to the satisfaction of the Board of Directors of the Association. In the event the owner of the unit fails to abate the noise, the Board of Directors shall take such steps as shall be necessary to abate expenses incurred by the Association in abating the noise, including reasonable attorney's fees.

22.12 Signs, Antenna and Aerials. No signs, advertisements or notices of any type shall be displayed on the condominium property and no exterior aerial or antenna shall be placed on the condominium property unless the Boards of Directors of the Association consents in writing thereto.

22.13 Balconies. No balconies shall be permanently enclosed. The appearance of balconies shall not be altered in any manner whatsoever without the written consent of the Board of Directors of the Association.

22.14 Bicycles. Bicycles and other such vehicles shall be prohibited in the Condominium. Bicycles shall be stored, kept or parked only in those areas specifically designated for such purpose by the Association.

22.15 Occupancy Restrictions. No unit shall, at any time, be permanently occupied by more than two (2) persons per bedroom.

22.16 Leasing. Units may be leased, provided the occupants shall only be the lessee, his family and non-paying guests.

22.17 Non-Interference Agreement. Until Developer has closed the sales of all of the units of the Condominium, neither the unit owners nor the Association, nor the use of the condominium property by aforesaid parties, their agents, guests, licensees or invitees shall interfere with the sale of the units. Developer may make such use of the unsold units or common areas as may facilitate such completion and sale of the units.

22.18 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association.

22.19 Holdover Interval Owners. In the event any Owner of a Unit Week in a Unit committed to Interval Ownership fails to vacate his Unit at the expiration of his period of Ownership each year, or at such earlier time as may be fixed by the Rules and Regulations adopted by the Association from time to time, he shall be deemed a "holdover Owner." It shall be the responsibility of the Association to take such steps as may be necessary to remove such holdover Owner from the Unit, and to assist the Owner of any subsequent Unit Week, who may be affected by the holdover Owner's failure to vacate, to find alternative accommodations during such holdover period.

In addition to such other remedies as may be available to it, the Association shall secure, at its expense, alternate accommodations for any Owner who may not occupy his Unit due to the failure to vacate of any holdover Owner. Such accommodations shall be as near in value to the Owner's own Unit as possible. The holdover Owner shall be charged for the cost of such alternate accommodations, any other costs incurred due to his failure to vacate, and an administrative fee of \$100.00 per day during his period of holding over. In the event it is necessary that the Association contract for a period greater than the actual period of holding over, in order to secure alternate accommodations as set forth above, the entire period shall be the responsibility of the holdover Owner, although the \$100.00 per day administrative fee shall cease upon actual vacating by the holdover Owner.

The Association shall submit a bill to the holdover Owner in accordance with the paragraph. In the event the holdover Owner fails to pay same within ten (10) days of the date of same, a lien shall be filed against said holdover Owner's Unit Weeks in accordance with the provisions of Article 20 hereof.

The above provisions of Article 20 shall not abridge the Association's right to take such other action as is provided by law.

23. INSURANCE. Insurance, other than title insurance, that shall be carried upon the condominium property and the personal property of the unit owners shall be governed by the following provisions.

23.1 Authority to Purchase. All insurance policies upon the condominium property and the property of the Association shall be purchased by the Board of Directors of the Association. The named insured shall be the Insurance Trustee designated by the Association, individually and as agent for the Association, the unit owners, without naming them, and their mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. The policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated by the Association. All policies and their endorsements shall be deposited with the Insurance Trustee. Unit owners may obtain coverage at their

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own expense upon their personal property and for their personal liability and living expenses. The Insurance Trustee may be any bank in Florida with trust powers, as may be designated by the Board of Directors of the Association.

23.2 Coverage.

(a) Liability. The Board of Directors of the Association shall obtain public liability and property damage insurance covering all of the common elements of the Condominium and all property of the Association, and insuring the Association and the unit owners as their interests may appear, in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time, provided, that the minimum amount of coverage shall be One Million Dollars (\$1,000,000.00). Said insurance shall include, but not be limited to, hired and non-owned automobile coverage and a cross-liability endorsement to cover liabilities of the unit owners as a group to an individual unit owner.

(b) Casualty Insurance. The Board of Directors of the Association shall obtain fire and extended coverage insurance, and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including property owned by the Association, in and for the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurance replacement value of the property, as determined annually by the Board of Directors of the Association. The casualty insurance policy shall cover fixtures, installations or additions comprising that part of the buildings within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications.

(c) Workmen's Compensation. The Board of Directors of the Association shall obtain Workmen's Compensation Insurance in order to meet the requirements of law.

(d) Flood. The Board of Directors of the Association shall obtain flood insurance to meet the requirements of federal, state or local law, or any regulation enacted pursuant to federal, state or local law.

(e) Insurance On Units Committed to Interval Ownership. The Board of Directors of the Association, shall obtain casualty and liability insurance, as needed, on all Units committed to Interval Ownership. Each such policy shall reflect the respective interests of the Association, and all Owners of Unit Weeks in each such Unit. Casualty insurance shall be in an amount equal to the maximum insurable replacement value of the Unit and the personal property therein without deduction for depreciation as determined annually by the Board of Directors of the Association. The premiums shall be a part of the maintenance fee. All losses thereunder shall be payable to the Insurance Trustee hereinafter designated. All such proceeds shall be used for the purpose of repair or replacement of any loss, or in the event such loss is not to be repaired or replaced, as determined elsewhere, to be divided among all Owners of Unit Weeks in such Unit in accordance with their percentage interest in remainder. Any deficit or overage in such proceeds, after repair

or replacement, shall be divided among all such Owners of Unit Weeks in that Unit in accordance with Exhibit B to this Declaration. Deficits shall be treated as part of the maintenance fee next due.

(f) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(g) Subrogation Waiver. If available, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurer waives its right to subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests.

(h) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Paragraph 23 shall be assessed against and collected from unit owners as a common expense.

23.3 Shares of Proceeds. All insurance policies purchased by the Board of Directors of the Association shall be for the benefit of the Association, the unit owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering losses shall be paid to the Insurance Trustee. The Insurance Trustee shall be designated by the Board of Directors of the Association either prior to or at the time an insured loss occurs. The Insurance Trustee shall neither be liable for payment of the premiums, the renewal or the sufficiency of policies, nor the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the benefit of the Association, the unit owners and their mortgagees, in the following shares, which shares need not to be set forth on the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damaged common elements an undivided share for each unit, such share being the same as the undivided share in the common elements appurtenant to the unit.

(b) Property (Real and Personal) of the Association. Proceeds on account of damaged property of the Association an undivided share for each unit, such share being the same as the undivided share in the common elements appurtenant to the unit.

(c) Units. Proceeds on account of damage to units shall be held in the following undivided shares:

(1) When the building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit, which cost shall be determined by the Board of Directors of the Association.

(2) When the building is not to be restored an equal undivided share for each unit in the building.

(d) Mortgagees. In the event a mortgagee endorsement has been issued regarding a unit, the share of the unit shall

be held in trust for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distribution of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

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

(a) Expense of the Trust. All expenses of the Insurance Trustee shall be paid first, or provision made for such payment.

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

(c) Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee. There shall be no distribution of remaining proceeds until all debris, remains and residue have been cleared and removed, and the condominium property has been properly landscaped. In the event of loss or damage to personal or real property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal or real property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as common surplus.

(d) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Board of Directors of the Association, as to the names of the unit owners and their respective shares of the distribution; provided, however, that such certificates shall not be binding insofar as Institutional Mortgagees of units are concerned. The Insurance Trustee shall obtain appropriate certificates from all such mortgagees prior to any disbursement to owners or mortgagees.

23.5 Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each unit owner and for each owner of any other interest in the condominium property, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Board of Directors or the Association, and to execute and deliver releases therefor upon payment of claims.

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23.6 Mortgagee's Right to Advance Premiums. Should the Association fail to pay insurance premiums when due, or should the Association fail to comply with other insurance requirements set forth in this Declaration, the Institutional Mortgagee holding the greatest dollar volume of unit mortgages shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said Institutional Mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such items of common expense.

24. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

24.1 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

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

(b) Property (Real and Personal) of the Association. If the damaged improvement is property owned (in whole or part) by the Association, the damaged property shall be reconstructed or repaired unless it is determined in the manner hereinafter provided that the Condominium shall be terminated.

(c) Building Containing Units.

(1) Lesser Damage. If the damaged improvement is the building, and if units to which fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined by agreement in the manner hereinafter provided that the Condominium shall be terminated.

(2) Substantial Damage. If the damaged improvements is the building, and if units to which more than fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated without agreement as hereinafter provided, unless within sixty (60) days after the casualty the owners of units to which more than seventy-five percent (75%) of the common elements are appurtenant agree in writing to such reconstruction or repair.

(d) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

24.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the Board of Directors of the Association and by the owners of units to which more than seventy-five percent (75%) of the common elements are appurtenant,

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including the owners and Institutional Mortgagees of all damaged units, which approval shall not be unreasonably withheld.

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

24.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair. Such costs may include professional fees and premiums for such bond as the Board of Directors may require.

24.5 Special Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all unit owners in proportion to their shares in the common elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to common elements shall be in proportion to the units' shares in the common elements. Such assessments on account of damage to units shall be in proportion to the shares of insurance proceeds attributable to each damaged unit if a building is to be restored, as set forth in Paragraph 24.3(c) of this Declaration.

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

(a) Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which are the responsibility of the Association are more than five thousand dollars (\$5,000.00) then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Minor Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than five thousand dollars (\$5,000.00) then the construction

fund shall be disbursed in payment of such costs upon the order of the Association; provided however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than five thousand dollars (\$5,000.00), then the reconstruction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

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

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

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid, provided, that when a mortgagee is required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner; and further provided, that when the Association or a mortgagee which is the beneficiary of any insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association before disbursements in payment of costs of reconstruction and repair.

25. TERMINATION OF CONDOMINIUM. The condominium may be terminated in the following manner in addition to any manner provided by the Condominium Act.

25.1 Destruction. If it is determined in the manner elsewhere provided herein that the building shall not be reconstructed because of substantial damage, the condominium plan of ownership shall be terminated without agreement.

25.2 Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of units and all record owners of mortgages on units. If the proposed termination is submitted to a meeting of the members of the Association, the notice of such meeting shall give notice of the proposed termination, and if the approval of the owners of units to which more than seventy-five percent (75%) of the common elements are appurtenant, and of the record owners of all mortgages upon the units, are obtained in writing not later than thirty (30) days from the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by certified mail to each of the record owners of the units to be purchased an agreement to purchase signed by the record owners of the units that will participate in the purchase. The agreement shall indicate which units will be purchased by each participating owner and shall require the purchase of all units owned by owners not approving the termination. The agreement shall effect a separate contract between each seller and purchaser.

(b) Price. The sale price of each unit shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the AMERICAN ARBITRATION ASSOCIATION, except that the arbitrators shall be two appraisers appointed by the AMERICAN ARBITRATION ASSOCIATION, who shall base their determination upon the average of their appraisals of the units. A judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of arbitration shall be paid by the purchasers.

(c) Payment. The purchase price shall be paid in cash.

(d) Closing. The sale shall be closed with ten (10) days following the determination of the sale price.

25.3 Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Palm Beach County, Florida.

25.4 Shares of Owners After Termination. After termination of the condominium, the unit owners shall own the

condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owner's respective units prior to the termination.

25.5 Amendment. This Article concerning termination cannot be amended without consent of all unit owners and all record owners of mortgages upon the units.

25.6 It is understood that in the year 2021 the purchasers of Units committed to Interval Ownership shall become tenants in common. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual date of such conversion to tenancy in common, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. At such meeting, a vote shall be taken to decide the disposition of the Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. At such meeting the Owners, by a majority vote, may vote to continue their intervals, in which case the restrictive covenants set forth below will be adopted as covenants running with the land for a period of ten (10) years. The Board of Directors of the Association shall, no less than 30 days, nor more than 60 days prior to the actual expiration of said ten year period, call a meeting of all Owners of Unit Weeks in Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Unit Weeks in Units committed to Interval Ownership. The Owners may then vote to continue the intervals for an additional 10 year period. This process shall be repeated at the end of each successive 10 year period approaches. Should less than a majority of the Owners vote to continue the intervals at any such meeting, then the Board of Directors of the Association shall file suit in a Court of competent jurisdiction in Palm Beach County, Florida, for partition of the Units.

In the event the Owners vote to continue their Unit Weeks as provided above, then each Owner shall have the exclusive right to occupy his Unit, and as between owners to use and enjoy the common elements of the Condominium, and the rights and easements appurtenant to his Unit during his Unit Weeks (and, in the case of Developer, during all Unit Weeks not theretofore conveyed, and to authorize others so to do, together with the non-exclusive right in common with all other Owners, but only when acting through the Association), to maintain and repair the Units during maintenance weeks. No Owner shall occupy his Unit, or exercise any other rights of Ownership in respect of his Unit other than the rights herein provided to him, during any other Unit Weeks unless expressly so authorized by the Owner entitled to occupy the Unit during such Unit Weeks or during any maintenance week except when acting through the Association. Each Owner shall keep his Unit and all furnishings in good condition and repair during his Unit Weeks, vacate the Unit at the expiration of his Unit Weeks, remove all persons and property therefrom excluding only furnishings, leave the Unit in good and sanitary condition and repair, and otherwise comply with such reasonable checkout and other procedures as may from time to time be contained in rules promulgated by the Association.

No Owner or other person or entity acquiring any right, title or interest in a Unit shall seek or obtain through any legal procedures, judicial partition of the Unit or sale of the Unit in lieu of partition at any date prior to the expiration of each successive ten (10) year period voted by a majority of Owners. If,

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however, any Unit Weeks shall be owned by two or more persons as tenants-in-common or as joint tenants; nothing herein contained shall prohibit a judicial sale of the Unit Weeks in lieu of partition as between such co-tenants or joint tenants.

26. AMENDMENT TO DECLARATION. This Declaration may be amended from time to time by resolution adopted at any regular or special meeting of the unit owners called in accordance with the By-Laws at which a quorum is present, such adoption to be by the affirmative vote of seventy-five percent (75%) of the total number of votes to which the unit owners present and voting shall be entitled. Such amendment shall be duly recorded in compliance with requirements of the Condominium Act.

26.1 Alteration of Units. No amendment may change the configuration or size of any unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless the record title owner of the unit and all record title owners of liens, and/or mortgages on the unit join in the execution of the amendment.

26.2 Required Approval. No provision of this Declaration or of the exhibits hereto which requires in order to be effective, operational or enacted, a vote of the unit owners greater than that required in Paragraph 26 above, shall be changed by any amendment to this Declaration or to the exhibits hereto insofar as they pertain to said provision(s) unless in addition to all other requirements of Paragraph 26 above being met, said change shall be approved by a vote of the membership not less than that required by this Declaration or of the exhibits hereto, whichever shall be applicable to effect such provision.

26.3 Rights of Institutional Mortgagees. No amendment or change to this Declaration or to the exhibits hereto shall be effective to affect or impair the validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Condominium parcel, or to affect or impair the rights granted herein to Institutional Mortgagees, without the written consent thereto by the Institutional Mortgagee owning and holding the mortgage encumbering the parcel, which consent shall be executed with the formalities required for deeds and recorded with the amendment.

26.4 Scrivener's Errors. If it appears that through scrivener's error all of the common expenses or interests in the common surplus or all of the common elements have not been distributed in this Declaration such that the sum total of the shares of common elements which have been distributed or the sum total of the shares of the common expenses or ownership of common surplus fails to equal 100%; or, if it appears that through such error more than 100% of the common elements common expenses, or ownership of the common surplus has been distributed; or if it appears that through scrivener's error a unit has not been designated an appropriate undivided share of the common elements, common expenses, or common surplus; or if it appears that there is an omission or error in this Declaration or in any other documents required by law to establish this Condominium, the Association may correct the error or omission by an amendment to this Declaration or other documents by resolution of the Board of Directors of the Association approved by a majority of the whole number of directors, or by a majority vote of the unit owners voting at a meeting of unit owners called at least in part for the purpose, at which a quorum is present. If such an amendment, considered and approved

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pursuant to this subparagraph, materially adversely affects property rights of unit owners, the unit owners whose property rights are so materially adversely affected must consent to the amendment in writing in order for the amendment to become effective. If the amendment, considered and approved pursuant to this subparagraph, modifies the shares of common expenses, common elements or common surplus appurtenant to one or more units, then the owners of the units and the owners of liens upon the units for which changes in the shares of common elements or common expenses or common surplus are being made, must consent in writing to such amendment in order for such amendment to be effective. For the purpose of this subparagraph, no unit owner's property rights shall be deemed to be materially adversely affected nor shall his share of the common elements, common expense or common surplus be deemed modified for reason of the modification of the shares of common expense, common elements or common surplus appurtenant or attributable to another unit.

26.5 Non-Material Errors and Omissions. Notwithstanding anything to the contrary contained in this Declaration, Developer expressly reserves the right to amend this Declaration so as to correct any errors or omissions not materially adversely affecting the rights of the unit owners, lienors or Institutional Mortgagees, and such right shall exist until one year from the date of the recording of this Declaration in the Public Records of Palm Beach County, Florida. Such amendment need not be approved by the Association, unit owners, lienors or Institutional Mortgagees of units of the Condominium whether or not elsewhere required for amendments.

26.6 Discrimination. No amendment shall discriminate against any unit, owner or against any unit or class or group of units, unless the owner so affected shall consent.

26.7 Reserved Right of Developer. Notwithstanding anything to the contrary contained in this Declaration, Developer expressly reserves the right to amend this Declaration at any time during the course of registration of this Condominium in any state in order to accomplish a successful registration of this Condominium in that state, provided, said amendment does not materially, adversely affect the rights of the unit owners, lienors of record, or Institutional Mortgagees. Such amendment need not be approved by the Association, unit owners, lienors or Institutional Mortgagees of units of the Condominium whether or not elsewhere required for amendments.

26.8 Developer Consent Required. As long as Declarant has title to any unit, no amendment to this Declaration shall be made to this Declaration or any exhibits hereto, unless Developer shall consent in writing to the amendment, which consent may be withheld by Developer for any reason.

26.9 Developer's Right to Add Recreational Facilities. Notwithstanding the foregoing paragraphs of this Article, it is understood and agreed that as of the time this Declaration is dated and recorded in the Public Records of Palm Beach County, Florida, recreational facilities consisting of, but no limited to, expansion of the existing dock facility and construction of a Boardwalk along the north boundary of the Property, will be constructed by the Developer. The Developer reserves the right and each Unit Owner acknowledges that the Developer has the right to make the above described alterations and additions to the common elements and such other alterations and additions to the common elements as the Developer deems necessary in its sole discretion. Upon completion of construction of the above described

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recreational facilities, or such other alteration and additions to the common elements, the Developer shall record an Amendment of this Declaration, with a survey attached, reflecting the final location of the recreational facilities, or such other alterations and additions to the common elements, and said Amendment need only be executed and acknowledged by the Developer. The Survey shall be certified in the manner required by the Condominium Act.

27. REGISTRY OF OWNERS AND MORTGAGEES. The Association shall at all times maintain a registry setting forth the names of the owners of units. In the event of a sale or transfer of a condominium unit, the purchaser or transferee shall notify the Association in writing of his interest in such condominium unit together with the recording information of the instrument by which such purchaser or transferee has acquired his interest in the unit. Each unit owner shall notify the Association of all mortgages encumbering a condominium unit and any transfer thereof, the amount of such mortgages, and the recording information for the mortgages. The holder of a mortgage encumbering a condominium unit may notify the Association of the existence of such mortgage, and upon receipt of that notice, the Association shall register in its records all pertinent information pertaining to the mortgage.

28. NOTICE TO AND RIGHTS OF INSTITUTIONAL MORTGAGES.

28.1 Casualty. In the event of any substantial damage or destruction to a unit or any part of the common elements, Institutional Mortgagees will be entitled to timely notice of such damage or destruction.

28.2 Default. In the event a unit owner shall be in default in the payment of any assessments as provided for herein, and said default shall not be cured within thirty (30) days, the Association shall cause notice of such default to be given to any Institutional Mortgagee of the unit.

28.3 Condemnation. In the event any portion of the condominium property is made the subject matter of a condemnation proceeding, all Institutional Mortgagees shall be entitled to timely written notice of such proceeding.

28.4 Rights of Institutional Mortgagees. An Institutional Mortgagee shall, upon request be entitled to:

- (a) Inspect the books and records of the Association;
- (b) Receive an annual financial statement of the Association within ninety (90) days following the end of the fiscal year;
- (c) Receive written notice of all meetings of the Association, and be permitted to designate a representative to attend all such meetings; but said representative shall have no right to participate or vote at said meetings.

29. Management Agreement. The Association has entered into a Management Agreement, a copy of which is annexed hereto as Exhibit E; and made a part hereof. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed.

29.1 It is specifically recognized that some or all of the persons comprising the original Board of Directors of the Association, are or may be stockholders, Officers and Directors of the Management Firm, and that such circumstances shall not and

cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement, in whole or in part.

29.2 The acts of the Board of Directors and Officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

30. MISCELLANEOUS.

30.1 Developer's Rights. Notwithstanding any other provision in this Declaration, Developer is irrevocably empowered to sell condominium units on any terms to any purchaser for as long as it owns any unit in the Condominium. Developer shall have the right to transact any business necessary to consummate sales of said units, including, but not limited to, the right to maintain model apartments, have signs, employees, and offices, use the common elements and show units. Sales office signs and all items pertaining to sales shall not be considered common elements and shall remain the property of the Developer.

30.2 Limitation of Liability.

(a) The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with the Declaration and exhibits.

(b) The owner of a unit may be personally liable for acts or omissions of the Association in connection with the use of the common elements but only to the extent of his pro-rata share of his interest in the common elements and then in no case in an amount greater than the value of his unit. A unit owner shall be liable for injuries or damages resulting from an occurrence in his own unit to the same extent and degree that the owner of a house would be liable for an occurrence within his house.

30.3 Remedies for Violation. Each unit owner shall be governed by and conform with the Declaration and exhibits hereto. Failure to do so shall entitle the Association or any unit owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law. Should the Association or any unit owner find it necessary to bring court action to bring about compliance with the law, this Declaration, or the exhibits hereto, upon a finding by the court that the violation complained of is willful and deliberate, the owner so violating shall reimburse the party bringing suit for reasonable attorney's fees (including appellate attorney's fees) incurred by it in bringing such action, as determined by the court.

30.4 Covenants Run With The Land. All provisions of the Declaration and exhibits attached hereto, and amendments thereof, shall be construed as covenants running with the land, and of every part thereof and interest therein, including, but not limited to every unit and the appurtenances thereto, and every unit owner and occupant of the property or any part thereof, or of any interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of the Declaration and exhibits hereto and any amendments thereof.

30.5 Severability. If any of the provisions of this Declaration, by-Laws or Articles of Incorporation of the Associa-

tion, the Mangement Agreement or of the Condominium Act, or any article, section, clause, phrase, word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, By-Laws, Articles of Incorporation, or the Condominium Act, and of the application of any such provision, action, sentence, clause, phrase, or word, in other circumstances, shall not be affected thereby.

30.6 Notices. Except when expressly provided otherwise, whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail, addressed to such unit owners at their place of residence in the Condominium, unless a unit owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or personally delivering said notice. Notices to the Association shall be delivered by mail to the Secretary of the Association, at the Secretary's residence in the Condominium, or in case of the Secretary's absence, then the President of the Association at his residence in the Condominium, and in his absence, any member of the Board of Directors of the Association.

(a) Notices to the Developer shall be delivered by mail to: REGCO DEVELOPMENTS, INC., 3031 South Ocean Boulevard, Palm Beach, Florida 33480

(b) All notices shall be deemed and considered sent when mailed. Any party may change his mailing address by written notice, duly receipted for. Notices required to be given to the personal representatives of a deceased owner, or devise when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

(c) The change of the mailing address of any party, as specified herein, shall not require and amendment to this Declaration.

30.7 Construction of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

30.8 Captions. The captions used in this Declaration and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effects or meaning of any of the text of this Declaration or exhibits hereto.

30.9 The real property submitted to Condominium Ownership herewith is subject to conditions, limitations, restrictions, reservations, all matters of record and the rights of the United States of America, the State of Florida or any governmental authority or agency as to any submerged lands and as to any lands lying below the natural ordinary high-water line of the surrounding bodies of water, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service, cable television transmitting and receiving equipment, City of Palm Beach, or other municipal or governmental agency radio transmitting and receiving equipment, and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said

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Developer shall have the right to accept and grant such easements and designate the beneficiaries thereof for such time as it determines in its sole discretion, and thereafter, the Association shall be empowered to accept and grant such easements on behalf of its members. During the period of time that the Developer has the right to accept and grant the foregoing easements, the Developer shall have the right to move, substitute and vacate said easements, and the consent and approval of the Association and its members shall not be required. The right to accept and grant the foregoing easements shall be subject to said easements not structurally weakening the buildings and improvements upon the Condominium property nor unreasonably interfering with the enjoyment of the Condominium property by the Association's members.

30.10 Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein thereby, the provisions of this Declaration and Exhibits attached hereto shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated therein.

30.11 Leasing or renting of a Condominium Unit or Unit Weeks within a Condominium Unit committed to Interval Ownership is not prohibited.

30.12 Subject to the provisions of Section 718.203 of the Condominium Act, the Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the Condominium documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein unless otherwise stated. Maintenance fees, common expenses, taxes or other charges are estimates only and no warranty, guaranty or representation is made or intended, nor may one be relied upon.

30.13 The Developer shall have the right to use a portion of the common elements for the purpose of aiding in the sale of Condominium Units and/or Unit Weeks including the right to use portions of the Condominium property for parking for prospective purchasers and such other parties as Developer determines. The foregoing right shall mean and include the right to display and erect signs, billboards and placards and store, keep and exhibit same and distribute audio and visual promotional materials upon the common elements.

30.14 No Condominium Parcel Owner shall bring, or have any right to bring, any action for partition or division of the Condominium property, nor shall any Owner of Unit Weeks within any Condominium Unit committed to Interval Ownership have any right to bring any such action with reference to other Owners of Unit Weeks in such Condominium Unit until such time as is provided for in Article 25.

The Interval Conveyance consists of an estate for years, together with a remainder over as tenants in common with all other purchasers of Unit Weeks, in each such Condominium Unit as set forth in the Deed of Conveyance. No Owner of Unit Weeks in a Unit committed to Interval Ownership, shall have the right to separate the estate for years from the remainder interest.

IN WITNESS WHEREOF, REGCO DEVELOPMENTS, INC., a Florida corporation ("Developer") and Bruce Gernon ("Owner"), have signed this Declaration on 13th day of February, 1981.

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Signed, sealed and delivered
in the presence of:

REGCO DEVELOPMENTS, INC.

Jacqueline W. Cassaday
Deborah L. Owens
Michael M. Lusk
Carolyn Tarnell

BY:
ITS:

E. Suardula
President

"DEVELOPER"

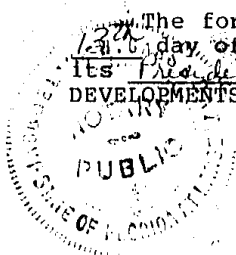
Bruce Gernon
Bruce Gernon

"OWNER"

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this
13th day of February, 1981, by Eduard de Suardula,
its President, for the corporation, on behalf of REGCO
DEVELOPMENTS, INC., a Florida corporation.



Jacqueline W. Cassaday
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My commission expires Jan. 18, 1984

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 13
day of February, 1981, by Bruce Gernon.

Michael M. Lusk
Notary Public
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAR. 25 1984
BONDED THRU GENERAL INS. UNDERWRITER

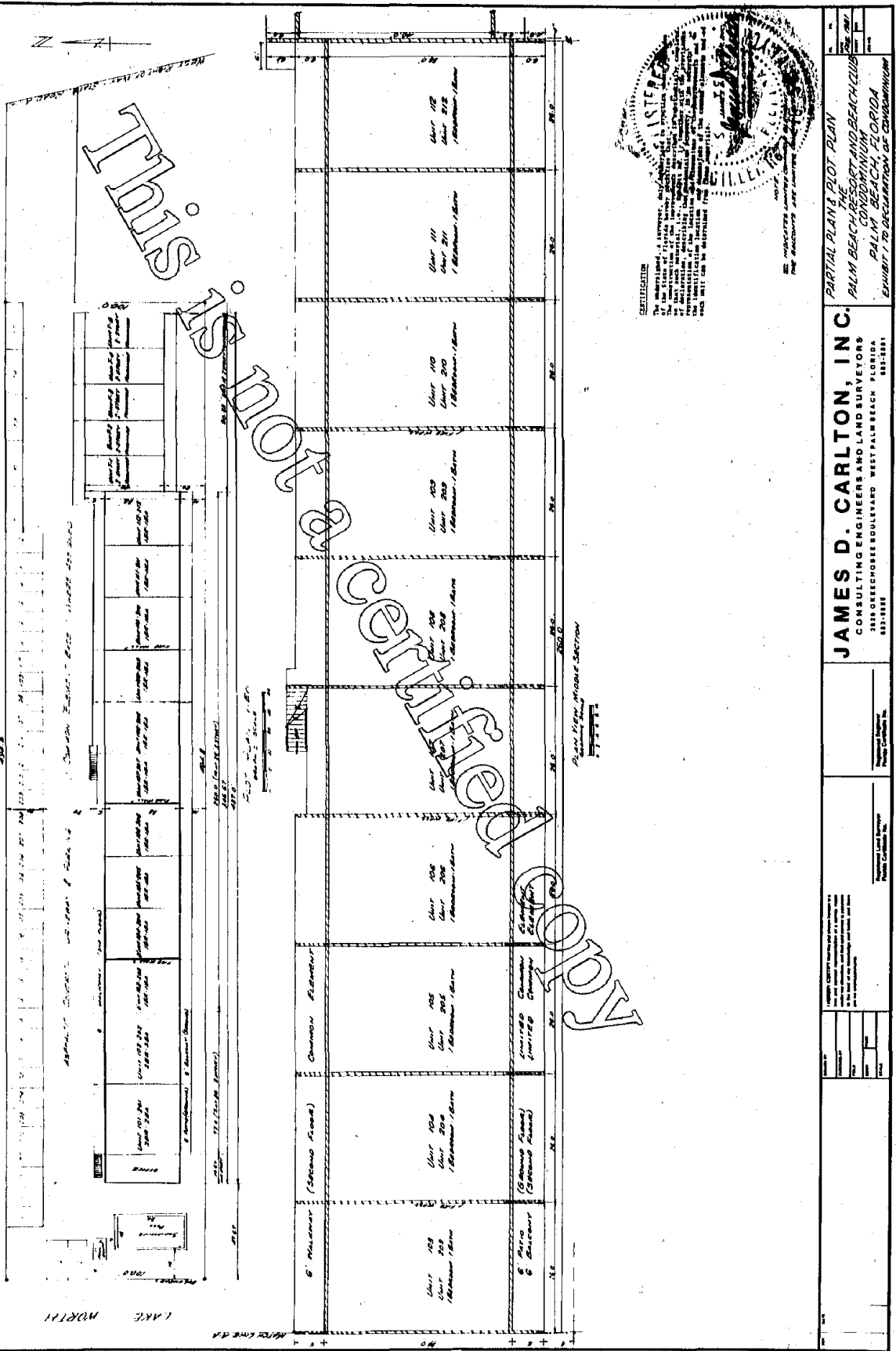


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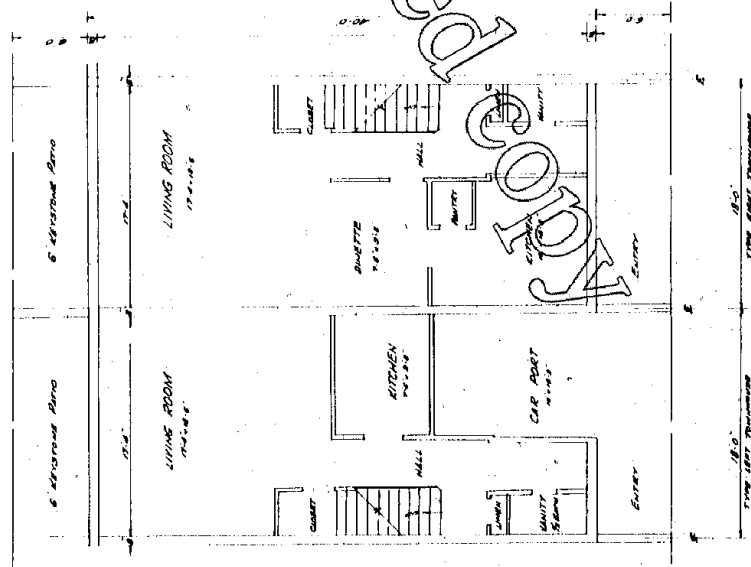
DATE	11/2/83
REVISION	
THE PALM SPRINGS PLANNING & ZONING DEPARTMENT 100 N. GARDEN AVENUE PALM SPRINGS, CALIF. 92262	
SURVEY FOR JAMES D. CARLTON, INC. ENGINEERS & SURVEYORS 1000 N. GARDEN AVENUE PALM SPRINGS, CALIF. 92262 PHONE (714) 326-1111	
DATE	11/2/83
REVISION	

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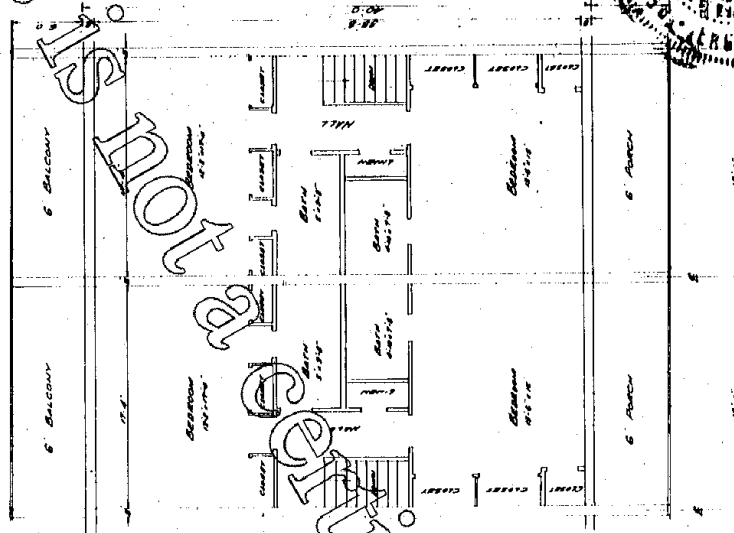


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This is not a certified copy



FIRST FLOOR PLAN



SECOND FLOOR PLAN



JAMES D. CARLTON, INC. CONSULTING ENGINEERS AND LAND SURVEYORS 1111 DEERWOOD BOULEVARD, WEST PALM BEACH, FLORIDA 33411-1111		TOWNHOUSE FLOOR PLANS THE PALM BEACH RESORT AND BEACH CLUB CONDOMINIUM PALM BEACH, FLORIDA SUBJECT: TO BE SUBMITTED TO THE BOARD OF DIRECTORS	
DATE: 10-1-1990	PROJECT: TOWNHOUSE FLOOR PLANS	SCALE: AS SHOWN	BY: JDC
CHECKED: JDC	APPROVED: JDC	DATE: 10-1-1990	DATE: 10-1-1990

Exhibit "A"

JAMES D. CARLTON, INC.

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned authority duly authorized to administer oaths, and take acknowledgments, personally appeared JAMES D. CARLTON, who after first being duly cautioned and sworn, deposed and states as follows:

1. That he is a duly Registered Land Surveyor under the laws of the State of Florida, holding Certificate No. 747.
2. That this Exhibit #1, to the declaration of condominium for The Palm Beach Resort and Beach Club in four (4) sheets delineates the existing improvements on the condominium property.
3. Affiant hereby certifies that the construction of the improvements shown is complete and that this exhibit #1 to the declaration of condominium, together with the wording of the declaration relating to matters of survey is a correct representation of the improvements described thereon and there can be determined therefrom identification, location, and dimensions of the common elements and of each unit.

Further affiant sayeth not

James D. Carlton
James D. Carlton

Sworn to and subscribed before me this 11th day of February

A.D. 1981.

My commission expires
October 2, 1983

Frances E. Carlton
Notary Public
State of Florida at Large

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Exhibit "B"

**ESTIMATED OPERATING BUDGET
THE PALM BEACH RESORT AND BEACH CLUB
CONDOMINIUM**

Management and Maintenance Personnel	\$ 35,000.00
Utilities	24,000.00
Maintenance Supplies, Materials and Services	38,500.00
Insurance	6,000.00
Pest Control	2,000.00
Professional Fees	5,000.00
Administrative Expenses	20,000.00
Reserves:		
1) Contingencies	5,000.00
2) Roof Replacement	17,000.00
3) Building Painting	10,000.00
4) Plumbing	15,000.00
5) Paving Resurfacing	10,000.00
Ad valorem taxes	75,000.00
 Total		 262,500.00
Annual	262,500.00
Monthly	21,875.00

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

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Exhibit "B"

THE PALM BEACH RESORT AND BEACH CLUB
CONDOMINIUM
ESTIMATED OPERATING BUDGET (Con't)

ESTIMATED EXPENSE OF EACH UNIT OWNER ON ACCOUNT
OF HIS UNIT FOR ASSESSMENTS TO COVER THE EXPENSES
OF THE ASSOCIATION, PAYABLE TO THE ASSOCIATION (NOTE 1):

APARTMENT TYPE	APARTMENT NUMBERS	COMMON OWNERSHIP PERCENTAGES		TOTAL ESTIMATED EXPENSE PAYABLE TO ASSOCIATION	
		PER APARTMENT	MONTHLY	ANNUAL	
1) 1 BDR/ 1 BA	103, 104, 105, 106 107, 108, 109, 110 111, 112, 203, 204 205, 206, 207, 208 209, 210, 211, 212	3.05% ea.	\$ 667.19 ea.	\$8,006.28 ea.	
2) 2 BDR? 1 BA	101, 102 201, 202	4.20% ea.	\$ 918.75 ea.	\$11,025.00 ea.	
3) TOWNHOUSE 2 BDR/ 2 1/2 BA	T-1, T-2 T-3, T-4 T-5	4.44% ea.	\$ 971.25 ea.	\$11,655.00 ea.	

NOTE 1 - There is excluded from this estimate items of expense that are personal to unit owners or which are not uniformly incurred by all unit owners of which are not provided for nor contemplated by the condominium documents, including but not limited to insurance premiums other than those incurred in respect of policies obtained by the Condominium or Association and applicable to the condominium or Association property in general, debt servicing upon any mortgage encumbering the individual unit but not encumbering the Condominium or Association property as a whole, and like personal expenses of the unit owner.

DATED: February 12, 1981

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Exhibit "B"

THE PALM BEACH RESORT AND BEACH CLUB
CONDOMINIUM
EXHIBIT
TO
DECLARATION OF CONDOMINIUM

Percentage of individed interest in the Common Elements
 attributable to each unit:

<u>UNIT TYPE</u>	<u>UNIT NUMBERS</u>	<u>COMMON OWNERSHIP PERCENTAGES PER UNIT</u>	
1) 1 BDR/1 BA	103,104,105 106,107,108 109,110,111 112,203,204 205,206,207 208,209,210 211,212	3.05% x 20. =	61%
2) 2 BDR/2 BA	101,102 201,202	4.20% x 4 =	16.80%
3) TOWNHOME 2 BDR/2 1/2 BA	T-1,T-2,T-3 T-4,T-5	4.44% x 5 =	22.20%
			100.00%

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Exhibit "B"

THE PALM BEACH RESORT AND BEACH CLUB
CONDOMINIUM
ESTIMATED OPERATING BUDGET
FOR
ONE BEDROOM OWNERSHIP CONDOMINIUM UNITS

Unit's Share of Estimated Operating Budget	8,006.28
Television Rentals and Maintenance	185.00
Maintenance Supplies, Materials and Services	450.00
Maintenance Personnel	455.00
Reserve for Furniture	1,100.00
Telephone	200.00
Contingencies	<u>200.00</u>
Total Year's Expenses	10,596.28
Total Annual Cost Per Unit Week	207.77

The Developer guarantees the above operating Budget until December 31, 1982.

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

B3464 P1515

Exhibit "B"

THE PALM BEACH RESORT AND BEACH CLUB
CONDOMINIUM
ESTIMATED OPERATING BUDGET
FOR

TWO BEDROOM SUITE INTERVAL OWNERSHIP CONDOMINIUM UNITS

Unit's Share of Estimated Operating Budget	11,025.00
Television Rentals and Maintenance	185.00
Maintenance Supplies, Materials and Services	450.00
Maintenance Personnel	455.00
Reserve for Furniture	1,600.00
Telephone	200.00
Contingencies	<u>200.00</u>
Total Year's Expenses	<u>14,115.00</u>
Total Annual Cost Per Unit Week	276.76

The Developer guarantees the above operating Budget until December 31, 1982.

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

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Exhibit "B"

THE PALM BEACH RESORT AND BEACH CLUB
CONDOMINIUM
ESTIMATED OPERATING BUDGET
FOR
TOWNHOUSE INTERVAL OWNERSHIP CONDOMINIUM UNITS

Unit's Share of Estimated Operating Budget	11,655.00
Television Rentals and Maintenance	185.00
Maintenance Supplies, Materials and Services	450.00
Maintenance Personnel	455.00
Reserve for Furniture	2,100.00
Telephone	200.00
Contingencies	<u>200.00</u>
Total Year's Expenses	15,245.00
Total Annual Cost Per Unit Week	298.92

The Developer guarantees the above operating Budget until December, 31, 1982.

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM DURING THE PERIOD OF OPERATION FOR WHICH THIS BUDGET HAS BEEN RENDERED.

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Exhibit "C"

ARTICLES OF INCORPORATION

OF

THE PALM BEACH RESORT AND BEACH CLUB
CONDOMINIUM ASSOCIATION, INC.

A Non-Profit Florida Corporation

WE, the undersigned, acknowledge and file in the office of the Secretary of State of the State of Florida, for the purpose of forming a non-profit corporation in accordance with the laws of the State of Florida, these Articles of Incorporation, as by law provided. As used herein, terms defined in the Declaration of Condominium for THE PALM BEACH RESORT AND BEACH CLUB CONDOMINIUM, shall mean the same herein.

ARTICLE I

NAME

The name of the corporation shall be THE PALM BEACH RESORT AND BEACH CLUB CONDOMINIUM, INC., hereinafter referred to as the "Association" or "Corporation".

ARTICLE II

PURPOSE

In accordance with the provisions of Chapter 718, Florida Statutes (1979), the "Condominium Act", a condominium will be created upon certain lands in Palm Beach County, Florida, to be known as: THE PALM BEACH RESORT AND BEACH CLUB CONDOMINIUM (the "Condominium") according to a Declaration of Condominium (the "Declaration") to be recorded in the Public Records of Palm Beach County, Florida. This Corporation is organized for the purpose of operating, governing, administering and managing the property and affairs of the Condominium and to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, the By-Laws of the Corporation, these Articles, Declaration and the Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in this Corporation's capacity as a condominium association.

ARTICLE III

POWERS

The powers of the Association shall include and be governed by the following provisions:

Section 1. The Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration, and all the powers conferred by the Condominium Act upon a condominium association, and all the powers set forth in the Declaration which are lawful.

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Section 2. The Association shall have all of the powers reasonably necessary to implement its purpose, including, but not limited to, the following:

- (1) To operate and manage the Condominium and condominium property in accordance with the purpose and intent contained in the Declaration;
- (2) To make and collect assessments against members to defray the costs of the Condominium and to refund common surplus to members;
- (3) To use the proceeds of assessments in the exercise of its powers and duties;
- (4) To maintain, repair, replace and operate the condominium property;
- (5) To reconstruct improvements upon the condominium property after casualty and to further improve the property;
- (6) To make and amend By-Laws, for the Association and regulations respecting the use of the condominium property;
- (7) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the regulations for the use of the condominium property;
- (8) To enter into contracts for the maintenance and management of the property subject to the Declaration.

Section 3. All funds and title to all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents. No part of the income, if any, of the Association shall be distributed to the members, directors, and officers of the Association.

Section 4. The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration which governs the use of the condominium property.

ARTICLE IV

MEMBERS

Section 1. All unit owners in their Condominium shall automatically be members of the Association, and their membership shall automatically terminate when they are no longer owners of a unit. If a member should sell his unit under the provisions of the Declaration, the grantee from such member will automatically acquire membership in the Association. Membership certificates are not required and may not be issued.

Section 2. Persons who own interests in Condominium Parcels under a plan of Interval Ownership as defined in the By-Laws of this Corporation, shall be members of this Corporation, their rights and duties to be as defined in the Declaration of Condominium.

Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration of Condominium

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that shall be filed for said Condominiums among the Public Records of Palm Beach County, Florida.

ARTICLE V

EXISTENCE

This Corporation shall have perpetual existence.

ARTICLE VI

SUBSCRIBERS

The names and addresses of the subscribers hereto are as follows:

<u>Name</u>	<u>Address</u>
Eduard J. deGuardiola	276-A South County Road Palm Beach, Florida 33480
Deborah Owens	276-A South County Road Palm Beach, Florida 33480
Karlyce Longmire	276-A South County Road Palm Beach, Florida 33480

ARTICLE VII

DIRECTORS

Section 1. The affairs and property of the Association shall be managed and governed by a Board of Directors composed of three (3) directors.

Section 2. Directors shall be elected by the voting members in accordance with the By-Laws at regular annual meetings of the membership of the Association in the manner set out by the By-Laws. Directors shall be elected to serve for a term of one (1) year. In the event of a vacancy, the remaining director(s) shall appoint a replacement to serve the balance of the term.

Section 3. The Developer, its grantees, successors or assigns, shall have the right for the periods of time hereinafter provided to appoint directors of the Association as follows:

- (1) Until the time that Developer has closed the sale of fifteen (15%) percent of the units in the Condominium, Developer may appoint all members of the Board of Directors.
- (2) When unit owners other than Developer own fifteen (15%) percent or more of the units in the Condominium, the unit owners other than Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors.
- (3) Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors when the first of the following occurs:

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- a. Three (3) years after sales have been closed by the Developer on fifty (50%) percent of the units in the Condominium; or
- b. Three (3) months after sales have been closed by the Developer on ninety (90%) percent of the units in the Condominium; or
- c. When all of the units in the Condominium have been completed, some of them sold, and none of the others are being offered for sale by the Developer in the ordinary course of business;
- d. When Developer elects to terminate its control of the Association.

So long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the Condominium, the Developer shall be entitled to appoint not less than one (1) member of the Board of Directors.

Section 4. Within sixty (60) days after unit owners other than the Developer are entitled to elect one-third (1/3) of the Directors, the Association shall call, and give not less than thirty (30) days, not more than forty (40) days notice of a meeting of the unit owners for this purpose.

Section 5. The Developer shall be entitled at any time to remove or replace any Director originally selected by the Developer. The rights to appoint any one or more of the Directors it is entitled to appoint.

Section 6. Any employee or agent of a business entity owner, such as Developer, shall be eligible to serve as a Director of the Association. The Directors herein named shall serve until the first election of Directors and any vacancies in their number occurring before the first election shall be filled by the Developer.

Section 7. All officers shall be elected by the Board of Directors in accordance with the By-Laws at regular, annual meetings of the Board of Directors, to be held immediately following the annual meetings of the membership. The Board of Directors shall elect a President, Vice President, Secretary, Treasurer, and such other officers as it shall deem desirable, consistent with the By-Laws. The President shall be elected from among the Board of Directors. No other officer need be a director.

Section 8. The following person shall constitute the first Board of Directors, and shall hold office and serve until removed or until their successors are elected at the first regular meeting of the members:

<u>Name</u>	<u>Address</u>
1) Eduard J. deGuardiola	276-A South County Road Palm Beach, Florida 33480
2) Roberto deGuardiola	2195 Ibis Isle Road East Palm Beach, Florida
3) George deGuardiola	15752 Sea Mist Lane West Palm Beach, Florida

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ARTICLE VIII

OFFICERS

Subject to the direction of the Board of Directors, the affairs of the Association shall be administered by the officers designated in the By-Laws, who shall serve at the pleasure of the Board of Directors. The names and titles of the officers who shall serve until removed or until the first election at the first annual meeting of the Board of Directors are as follows:

<u>Name</u>	<u>Title</u>
Roberto deGuardiola	President
Eduard deGuardiola	Vice-President
George deGuardiola	Secretary-Treasurer

ARTICLE IX

BY-LAWS

The By-Laws of the Association shall be adopted by the first Board of Directors and attached to the Declaration to be filed in the Public Records of Palm Beach County, Florida. By-Laws may be altered, amended, or rescinded only at duly called meetings of the members, in the manner provided by the By-Laws.

ARTICLE X

AMENDMENTS

Section 1. A majority of the Board of Directors or a majority of the voting members may propose alterations, amendments to, or the rescission of these Articles, so long as the proposals do not conflict with the Condominium Act or the Declaration. Such proposals shall set forth the proposed alteration, amendment, or rescission; shall be in writing; shall be filed by the Board of Directors or a majority of the members and shall be delivered to the President of the Association, who shall thereupon call a Special Meeting of the members not less than ten (10) days nor later than thirty (30) days from receipt of the proposed amendment, the notice for which shall be given in the manner provided in the By-Laws. An affirmative vote of two thirds (2/3) of the Board of Directors, and an affirmative vote of three fourths (3/4) of the members of the Association shall be required for the adoption of the proposed alteration, amendment or rescission.

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice of proposals to the President of the Association for the alteration, amendment, or rescission of these Articles. Such waiver may occur before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

ARTICLE XI

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liability, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having

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been a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful misfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the interests of the Corporation. Such approval shall be made by a majority vote of a quorum consisting of directors who were not parties to such proceedings. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XII

ADDRESS OF REGISTERED OFFICE

The street address of the registered office of this Corporation in the State of Florida shall be 3031 South Ocean Boulevard, Palm Beach, Florida. The name of the initial registered agent at this address shall be Eduard J. deGuardiola. The Board of Directors may from time to time move the registered office to any other address in Florida.

IN WITNESS WHEREOF, we have hereunder set our hands and seals, at Palm Beach County, Florida, this 17th day of February, 1981.

Signed, sealed and delivered
in the presence of:

Edward J. deGuardiola

David M. Layman (SEAL)
David M. Layman

Jersey Kruszewski

Karlyce Longmire (SEAL)
Karlyce Longmire

Deborah Owens

Deborah Owens (SEAL)
Deborah Owens

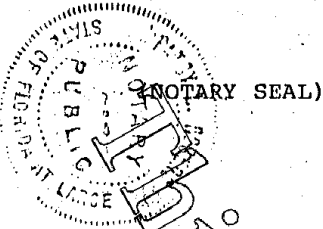
STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY, that on this day appeared before me, the undersigned authority, David M. Layman, Karlyce Longmire, and Deborah Owens, to me known and known to me to be the subscribers described in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

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WITNESS my hand and official seal at Palm Beach, Florida,
this 17th day of February, 1981.



Pater J. Rogers
Notary Public, State of Florida
at large

My Commission Expires:

Notary Public, State of Florida at Large.
My Commission Expires September 23, 1984.

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Exhibit "D"

BY-LAWS
OF
THE PALM BEACH RESORT AND BEACH CLUB
CONDOMINIUM ASSOCIATION, INC.
A Non-Profit Florida Corporation

ARTICLE I

GENERAL

Section 1. Name: The name of the corporation shall be THE PALM BEACH RESORT AND BEACH CLUB CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association" or "Corporation".

Section 2. Principal Office: The principal office of the Association shall be at 3031 South Ocean Boulevard, Palm Beach, Florida, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at the principal office or at the office of the registered agent of the Association.

Section 3. Definitions: As used herein, terms defined in the Declaration of Condominium for THE PALM BEACH RESORT AND BEACH CLUB CONDOMINIUM, hereinafter referred to as the "Condominium", shall mean the same herein.

ARTICLE II

DIRECTORS

Section 1. Powers: The property and business of the Association shall be managed by the Board of Directors ("Board"), which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration of Condominium to which these By-Laws are attached. The powers of the Board of Directors shall include, but not be limited to, all those powers as set forth in Article IV of these By-Laws.

Section 2. Number and Term: Three (3) directors shall constitute the whole Board of Directors. Except for the initial directors designated in the Articles of Incorporation and any other directors selected by the Developer, directors shall be elected to serve for the term of one (1) year, or until his successor has been elected and qualified. An employee or agent of a business entity owner, such as the Developer, shall be eligible to serve as a director of the Association. A special members' meeting shall be called for the purpose of filling vacancies on the Board of Directors.

Section 3. Vacancy and Replacement: If the office of any director becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting duly called for this purpose, shall choose a successor, who shall hold office for the unexpired term in respect to which such vacancy occurred. The Developer shall be empowered to remove or replace at any time any director originally selected by the Developer.

Section 4. Removal: Directors may be removed for cause by an affirmative vote of a majority of the qualified votes of voting members. No director shall continue to serve on the Board if, during his term of office, his membership in the corporation shall be terminated for any reason whatsoever.

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Section 5. Developer's Selection of Directors: Subject to the provisions of Section 718.301 of the Condominium Act, the Developer shall have the right to designate the Directors who need not be Owners of Units or Unit Weeks in the Condominium, and said Directors may not be removed by members of the Association, as elsewhere provided herein; and where a vacancy occurs for any reason whatsoever, the vacancy shall be filled by the person designated by the Developer.

Section 6. Recall: Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all voting members. A special meeting of the voting members to recall a Director or Directors may be called by ten percent (10%) of the voting members giving notice of the meeting as required in Article VI of these By-Laws, and the notice shall state the purpose of the meeting.

Section 7. First Board of Directors: The first Board of Directors designated in the Articles of Incorporation shall hold office and exercise all the power of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, any or all of said directors shall be subject to replacement by the Developer or, in the event of resignation or death, as above provided.

Section 8. Compensation: Neither directors nor officers shall receive compensation for their services as such.

Section 9. Meetings:

- (a) The first meeting of each Board of Directors newly elected by the voting members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the voting members' annual meeting, and immediately after the adjournment of same.
- (b) Special meetings shall be held whenever called by the President or a majority of the Board of Directors. The Secretary shall give notice of each special meeting either personally, by mail or telegram to each director at least three (3) days before the date of such meeting, but the director may waive notice of the calling of the meeting;
- (c) Meetings of the Board of Directors shall be open to all unit owners. Adequate notice of all meetings of the Board of Directors shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance, except in an emergency. Notice of any meeting where assessments against unit owners are scheduled to be considered shall specifically contain a statement that assessments will be considered and the nature of any such assessments;
- (d) A majority of the Board of Directors shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be

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present at the meeting, the Directors then present may adjourn the meeting without notice, other than announcement at the meeting, until a quorum shall be present.

Section 10. Order of Business: The order of business at all meetings of the Board of Directors shall be as follows:

1. Roll call and quorum determination;
2. Reading of minutes of last meeting;
3. Consideration of communications;
4. Resignations and elections;
5. Reports of officers and employees;
6. Reports of committees;
7. Unfinished business;
8. Original resolutions and new business;
9. Adjournment..

ARTICLE III

OFFICERS

Section 1. Executive Officers: The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Directors. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. The President shall be a director ex officio, unless elected to the Board. If the Board so determines, there may be more than one Vice-President.

Section 2. Subordinate Officers: The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by the Board.

Section 3. Tenure of Officers; Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors. The Board may delegate powers of removal of subordinate officers and agents to any officer.

Section 4. The President:

- (a) The President shall preside at all meetings of the members and Directors; he shall have general and active management of the business of the Association; he shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association; the seal when affixed shall be attested by the signature of the Secretary;

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- (b) He shall have general superintendence and direction of all the other officers of the Association, and shall see that their duties are performed properly;
- (c) He shall submit a report of the operation of the Association for the fiscal year to the Directors whenever called for by them, and to the members at the annual meeting, and from time to time shall report to the Board all matters within his knowledge which the interest of the Association may require to be brought to their notice;
- (d) He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of President of a corporation.

Section 5. The Vice-President: The Vice-President shall be vested with all powers and required to perform all duties of the President in his absence; and such other duties as may be prescribed by the Board of Directors.

Section 6. The Secretary:

- (a) The Secretary shall keep the minutes of the meetings of the voting members and of the Board of Directors in one or more books provided for that purpose; said minute books shall be available for inspection by unit owners, or their authorized representatives, and directors at any reasonable time; said minutes shall be retained for a period of not less than seven (7) years;
- (b) He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;
- (c) He shall be custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws;
- (d) He shall keep a register of the post office address of each unit owner, which shall be furnished to the Secretary by each unit owner;
- (e) In general, he shall perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer:

- (a) The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may be designated by the Board of Directors;
- (b) He shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for

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such disbursements, and shall render to the President and directors, at regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association;

- (c) He may be required to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Association, in case of his death, resignation or removal from office, all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

Section 8. Vacancies: If the office of the President, Vice-President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the directors, by a majority vote, may choose a successor who shall hold office for the unexpired term.

Section 9. Resignations: Any director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some time be fixed in the resignation, and then from that date.

ARTICLE IV

POWERS AND DUTIES OF THE ASSOCIATION

The Association shall have all powers granted to it by law, the Declaration of Condominium, the Condominium Act, and the Articles of Incorporation, all of which powers shall be exercised by its Board of Directors, unless the exercise thereof is otherwise restricted in the Declaration of Condominium, these By-Laws, or by law. The powers of the Association shall include, but not be limited to, the following:

- (a) To levy and collect regular and special assessments and to establish the method and time within which payments are to be made;
- (b) To expend monies collected for the purpose of paying the common expenses of the Association;
- (c) To purchase equipment, supplies and material required for the maintenance, repair, replacement, operation and management of the condominium property;
- (d) To insure and keep insured the buildings and improvements of the Condominium as provided for and limited by the Declaration of Condominium;
- (e) To employ the personnel required for the operation, management and maintenance of the condominium property;
- (f) To make reasonable rules and regulations for the use of the condominium property and to amend them from time to time, and see to it that all members are notified of such changes in the rules and regulations as may be enacted;

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(g) To improve the condominium property subject to the limitations of the Declaration of Condominium;

(h) To enforce by any legal means the provisions of the Articles of Incorporation, the By-Laws, the Declaration of Condominium, and the regulations promulgated by the Association;

(i) To collect delinquent assessments by suit or otherwise, and to abate nuisances and enjoin or seek damages from unit owners for violation of the provisions of the condominium documents;

To select depositories for Association funds, and to determine the manner of receiving, depositing, and disbursing Association funds, and the form of check and the person or persons by whom checks shall be signed, when not signed, as otherwise provided by these By-Laws;

(k) To collect for the management and maintenance of the condominium and to authorize a management agent to assist the association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules and maintenance of the common elements. The association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules, and execution of contracts on behalf of the association.

Nothing in this subparagraph or in the Declaration of Condominium shall be deemed to require the Association to maintain the interior of any condominium unit, or to enter into any contract or undertaking to provide for the maintenance or upkeep of the interior of any condominium unit.

(l) To establish the offices of additional officers of this Association and to appoint all officers;

(m) To propose and adopt the budget for the Condominium;

(n) To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including the power to acquire, hold, convey, and deal in real and personal property.

ARTICLE V

MEMBERSHIP

Section 1. Definition: Voting membership in the Association shall be limited to owners of condominium units in the Condominium.

Section 2. Transfer of Membership and Ownership: Membership in the Association may be transferred only as an incident to the transfer of the transferor's condominium parcel, and such

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transfer shall be subject to the procedures set forth in the Declaration of Condominium.

Section 3. Plural Ownership: Membership may be held in the names of more than one person, in which event, all of the plural owners of the unit shall be entitled collectively to only one vote in the management of the affairs of the Association, and the vote may not be divided between the plural owners. The plural owners must file a certificate authorizing a voting member in accordance with Article VI, Section 7 of these By-Laws.

ARTICLE VI

MEETINGS OF MEMBERSHIP

Section 1. Place: All meetings of the Association membership shall be held at the office of the Association or such other place as may be stated in the notice of the meeting.

Section 2. Annual Meeting:

- (a) The first annual meeting of the members shall be held as set forth in the Articles of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 8:00 P.M.

If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. If the meeting is rescheduled, the directors elected at the first annual meeting and the officers elected as a result of the directors' meeting will hold office until the annual meeting is held.

- (b) At the annual meeting, the members, by a plurality vote, shall elect a Board of Directors and transact such other business as may properly come before a meeting;
- (c) Written notice of the annual meeting shall be given to each unit owner and shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting. The notice of the annual meeting shall be sent by mail to each unit owner and the post office certificate of mailing shall be retained as proof of such mailing.

Section 3. Membership List: At least ten (10) days before every regular meeting of the membership, a complete list of members entitled to vote at said meeting, arranged numerically by units, with resident of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days at the office of the Association, and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

- (a) Special meetings of the members, for any purpose(s), unless otherwise prescribed by law, the Declaration of Condominium, or the Articles of

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Incorporation, may be called by the President, and shall be called by the President or Secretary at the written request of one third (1/3) of the voting members. Such request shall state the purpose(s) of the proposed meeting;

(b) Written notice of a special meeting of members, stating the time, place and purpose(s) thereof, shall be served upon or mailed to each voting member at the address as it appears on the books of the Association, at least five (5) days before such meeting;

(c) Business transacted at all special meetings shall be confined to the purpose(s) stated in the notice of the meeting.

(d) Unit owners may waive notice of special meetings and may take action by written agreement without meetings, if allowed by law, the Declaration of Condominium, and the Articles of Incorporation.

Section 5. Quorum: A majority of the total number of voting members of the Association, present in person or represented by written proxy, shall be required for and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Articles of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the voting members present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws a different vote is required, in which case such express provision shall govern and control the decision of such question. Cumulative voting is prohibited.

Section 7. Entitled and Qualified to Vote; Plural Ownership; Proxies: Each unit owner shall be entitled to one (1) vote for each unit owned by him. The vote of a Condominium Unit shall not be divisible. Notwithstanding the foregoing, each Owner of Unit Weeks in a Unit committed to Interval Ownership shall be entitled to 1/51 of the total vote assigned to the Unit in which he owns his Unit Weeks for each Unit Week owned. The Association shall not have a vote for any Unit Weeks conveyed to it. At any meeting of the members, every member entitled to vote may vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it. If more than one (1) person or a corporation owns a unit, they shall file a certificate with the Secretary of the Association naming the person authorized to cast votes for said unit. If the certificate is not on file, the owner(s) shall not be quali-

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fied to vote and the vote of such owner(s) shall not be considered nor shall the presence of said unit owner(s) at a meeting be considered in determining whether the quorum requirement has been met. If a unit shall be owned by husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said unit, and either spouse, but not both, may vote in person or by proxy and be considered in determining whether the quorum requirement has been met at any meeting of the members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is disagreement as to who shall represent the unit at the meeting, in which case the certificate requirements set forth above shall apply. If a condominium unit owner owns more than one unit, he shall be entitled to one (1) vote for each unit owned.

Section 8. Units Committed to Interval Ownership: Notwithstanding any other provisions in these By-Laws, each Owner of Unit Weeks in a Unit Committed to Interval Ownership shall be entitled to cast the fractional vote attributable to his Unit Weeks owned. In the case of a Unit committed to Interval Ownership, the provisions of Section 7 above shall apply to each Unit Week owned.

Section 9. Waiver and Consent: Whenever the vote of members at a meeting is required or permitted by any provision of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with, if all members who would have been entitled to vote upon the action at such meeting, if such meeting were held, shall have consented in writing to such action being taken.

Section 10. Order of Business: The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

1. Election of Chairman
2. Roll call and Quorum Determination
3. Proof of Notice of Meeting or Waiver of Notice
4. Reading of Minutes of Prior Meeting
5. Officers' Reports
6. Committee Reports
7. Elections
8. Unfinished Business
9. New Business
10. Adjournment

Section 11. Procedure: Roberts' Rules of Order (latest edition) shall govern the conduct of Association proceedings when not in conflict with the Articles of Incorporation, these By-Laws or any provision of law.

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ARTICLE VII

NOTICES

Section 1. Definition: Except where expressly provided to the contrary, whenever under the provisions of law, the Declaration of Condominium, the Articles of Incorporation or these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by regular mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association.

Section 2. Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of these By-Laws, a waiver thereof, in writing, signed by the person(s) entitled to such notice, whether before or after the time stated herein, shall be deemed the equivalent of such notice.

Section 3. Address: The address for notice to the Association is THE PALM BEACH RESORT AND BEACH CLUB CONDOMINIUM ASSOCIATION, INC., 3031 South Ocean Boulevard, Palm Beach, Florida 33480.

Section 4. The Management Firm: The Management Firm, as long as any Management Agreement remains in effect, shall be entitled to Notice of all Association meetings, and shall be entitled to attend the Association's meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

ARTICLE VIII

FINANCES

Section 1. Fiscal Year: The fiscal year of the Association shall be the calendar year, commencing January 1 of each year, provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems advisable.

Section 2. Checks: All checks or demands for money and notes of the Association shall be signed by any one of the following officers: President, Secretary or Treasurer, or by such officer(s) or such other person(s) as the Board of Directors may from time to time designate.

Section 3. Depositories: The funds of the Association shall be deposited in a bank(s) in Palm Beach County, Florida, in an account for the Association under resolutions approved by the Board of Directors, and shall be withdrawn only over the signature of the Treasurer, the President or the Vice President, or such other person(s) as the Board may authorize. The Board may require more than one signature on checks and bank drafts. Said funds shall be used only for Association purposes. If necessary, and if demanded by Institutional Mortgagees, separate accounts shall be established to maintain and disburse escrow funds required by Institutional Mortgagees to meet mortgage requirements as to establishment of escrows for real estate taxes and insurance respecting condominium parcels.

Section 4. Inspections and Records: The Association shall maintain good accounting records. All such records and any legal documents, policies of insurance, and books of the Association shall be open to inspection at reasonable times by members, their authorized representatives, and all Institutional Mortgagees. Upon request, Institutional Mortgagees shall have the right to

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receive an unaudited financial statement of the Association within ninety (90) days following the end of the fiscal year.

Section 5. Annual Statement: The Board of Directors shall present at each annual meeting a full and clear statement of the business and condition of the Association.

Section 6. Insurance: The Association shall procure, maintain and keep in full force and effect, all insurance required by and in accordance with the Declaration of Condominium.

Section 7. Fidelity Bonds: Fidelity bonds may be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The premiums for such bonds shall be paid by the Association as a common expense.

Section 8. Assessments:

- (a) The Board of Directors has the power to and shall from time to time fix and determine the amount necessary to pay the common expenses of the Condominium. Common expenses include those expenses described in Paragraph 11 of the Declaration of Condominium and any other expenses designated as common expenses by the Board of Directors.
- (b) Funds for the payment of common expenses shall be assessed and be a lien against the condominium parcels in the proportion of percentage of sharing common expenses as provided in the Declaration of Condominium.
- (c) Regular assessments shall be paid by the members on a quarterly basis unless the membership shall approve a different period for payment.
- (d) Special assessments, when required by the Board of Directors, shall be levied and paid in the same manner as regular assessments, unless the Declaration of Condominium shall otherwise provide. The Board of Directors may make special assessments in emergencies and upon such conditions as the Board may authorize.
- (e) When the Board of Directors has determined the amount of any assessment, the Secretary or Treasurer shall transmit a statement of such assessment to each condominium parcel owner. All assessments shall be made payable to and at the office of the Association and upon request the Secretary or Treasurer shall give a receipt for each payment made.
- (f) Assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the Condominium, in which event the Board of Directors may increase or decrease the amount of an assessment, and make such adjustments in cash or otherwise, as they shall deem proper, including the assessment of each member of his proportionate share of any deficiency. Notice of all changes in assessments shall be given to all unit owners.

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- THIS DOCUMENT IS UNCLASSIFIED
- (g) Assessments shall not include charges for utilities separately charged and metered to each condominium unit, nor charges for such alterations, repairs, maintenance, improvements or decorating within the interior of any unit as are the obligation of the unit owner and not the obligation of the Association. The Board of Directors may provide certain maintenance and repairs as would otherwise be the obligation of the individual unit owners, by the undertaking of contracts with business establishments providing repair and maintenance services, and in such cases the cost or price of such contractual services may be treated as a common expense and assessed against the members as part of their quarterly maintenance. The specific contracts or undertakings need not be submitted by the Board of Directors to the membership for approval once the membership has approved the policy of having a specific type of repair or maintenance undertaken by the Association which would otherwise be the individual unit owners' responsibility.
 - (h) Assessments are due on the dates stated in the notice of assessment, and thereafter shall bear interest at ten (10%) percent per annum until paid.
 - (i) In the event an assessment is not paid within fifteen (15) days of the date it is due and payable, the Association through the Board of Directors, may proceed to enforce and collect said assessment from the delinquent owner in any manner provided by the Condominium Act, the Declaration and these By-Laws. Each condominium parcel owner shall be individually responsible for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and enforcement of any lien held by the Association.
 - (j) All sums collected by the Association from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board of Directors. All assessment payments by a unit owner shall be applied as provided herein and in the Declaration of Condominium.
 - (k) Any unit owner shall have the right to require from the Association, a certificate showing the amount of unpaid assessments against him with regard to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien. Any person other than owner who relies upon such certificate shall be protected thereby.

Section 9. Budget and Financial Report:

- (a) The Board of Directors is empowered to propose and adopt the budget for the Condominium.
- (b) Notice of the meeting and a copy of a proposed annual budget of common expenses shall be mailed to the unit owners not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered. Such meeting

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shall be open to the unit owners. If a budget is adopted by the Board of Directors which requires assessments against the unit owners in any fiscal year exceeding 115 percent of such assessments for the preceding year, a special meeting of the unit owners shall be held, if requested in writing by at least ten percent (10%) of the unit owners, to consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. Such meeting shall be held not less than ten (10) days after written notice is given to each unit owner, but not more than thirty (30) days after such meeting has been requested in writing. The revision of the budget or the recall of any or all members of the Board of Directors shall require a vote of not less than two-thirds (2/3) of the voting members. The Board of Directors may in any event propose a budget to the unit owners at a members' meeting or in writing, and if such proposed budget is approved by the unit owners at a members' meeting or by a majority of voting members in writing, such budget shall not thereafter be reexamined by the unit owners in the manner set forth above, nor shall the Board of Directors be recalled under the terms of this subsection.

- (c) The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expenses classifications. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item.
- (d) Each proposed annual budget of common expenses adopted by the Board of Directors shall be detailed and shall show the amounts budgeted by accounts and expenses classifications, including, but not limited to, the following:
1. Administration of the Association.
 2. Management fees.
 3. Maintenance.
 4. Taxes upon Association property, if any.
 5. Insurance.
 6. Security provisions.
 7. Utilities.
 8. Other expenses.
 9. Operating capital.
 10. Reserves.

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11. Fees payable to Division of Florida Land Sales and Condominiums.

- (e) Regular assessments shall be made against unit owners not less frequently than quarterly, in an amount no less than required to provide funds in advance for payment of all the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

The provisions of Florida Statute 718.112, with regard to limitations on budget increases, special membership meetings for budget reconsideration, and the right to consider and adopt a budget at the annual membership meeting as an alternative, are hereby adopted. In determination of the percent of increase of the annual budget over the preceding years, authorized provisions for reasonable reserves for repair or replacement of the condominium property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and assessments for betterments to the condominium property shall be excluded from the computation.

- (g) As long as Developer is in control of the Association, the Association shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal year's assessment without approval by a majority of all voting members.
- (h) Notwithstanding anything in these By-Laws or the Declaration which authorizes expenditures, no single expenditure for the improvement of the common elements exceeding \$70,000 per annum shall be made without the approval of seventy-five (75%) of the membership, except for the repair of the condominium property due to casualty loss, emergency repairs immediately necessary for the preservation and safety of the property, for the safety of persons, or as required to avoid suspension of any necessary service to the condominium.
- (i) Within 60 days following the end of the fiscal year of the Association, the Board of Directors shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous 12 months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to the following:

1. Cost for security;
2. Professional and management fees and expenses;
3. Taxes;
4. Cost for recreation facilities;

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5. Expenses for refuse collection and utility services;
6. Expenses for lawn care;
7. Cost for building maintenance and repair;
8. Insurance costs;
9. Administrative and salary expenses; and
10. General reserves, maintenance reserves, and depreciation reserves.

ARTICLE IX

TRANSFER OF UNITS

All Owners of Units or Unit Weeks in a Unit committed to Interval Ownership shall notify the Association, of any transfer, by sale or otherwise, of said Unit or Unit Week within ten (10) days of the date of same. Said Notice shall include such information and be in the form that the Association shall prescribe from time to time. The Association may send all necessary Notices to the person shown as Owner of said Unit or Unit Weeks in its records, and said Notice shall be binding as to any other Owner of said Unit or Unit Weeks where the Association has not been notified as provided herein.

ARTICLE X

CORPORATE SEAL

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "Non-Profit". The seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE XI

DEFAULT

Section 1. Enforcement of Lien: In the event a unit owner does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments to which it is entitled, in accordance with the Declaration and provisions of law.

Section 2. Proceeds of Sale: If the Association becomes the owner of a unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit. All monies remaining after deducting the

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foregoing items of expenses shall be returned to the former owner of the unit.

Section 3. Violations: In the event of violation of the provisions of the Declaration, Articles of Incorporation or these By-Laws, for thirty (30) days after notice from the Association to the unit owner to correct said breach or violation, the Association on its own behalf or through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provisions of said documents, or may sue for damages, or take such other courses of action, or other legal remedy, as it or they may deem appropriate. An Institutional Mortgagee as defined in the Declarations of Condominium, of a unit shall be entitled to written notice from the Association of any default by the mortgagor of such unit under the condominium documents which is not cured within thirty (30) days.

Section 4. Negligence or Carelessness of Unit Owner, Etc.: All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by any insurance company of its rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said Unit Owner as a specific item which shall be a lien against said Owner's Unit or Unit Week with the same force and effect as if the charge were a part of the common expenses.

Section 5. Units Committed to Interval Ownership: Any liens or sanctions against an Owner of Unit Weeks in a Unit committed to Interval Ownership for an alleged default as set forth in this Article XI shall be limited to the Unit Weeks owned by such Owner and shall be of no force and effect as to any other Unit Weeks or Owner thereof. The term "Unit Owner" as used throughout this article shall be deemed to include Owners of Unit Weeks in Units committed to Interval Ownership.

Section 6. Attorneys' Fees: In the event such legal action contemplated by this Article is brought against a unit owner and results in a judgment for the Plaintiff, the defendant shall pay the Plaintiff's reasonable attorney's fees and court costs.

Section 7. Binding Effect: Each unit owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of the units to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from the owners of units, and to preserve each unit owners' right to enjoy his unit, free from unreasonable restraint and nuisance.

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ARTICLE XII

AMENDMENT OF BY-LAWS

These By-Laws may only be amended at a duly called meeting of the voting members; provided (1) that the notice of the meeting shall contain a full statement of the proposed amendment; and (2) that the quorum requirement for such purposes shall be a majority of all voting members, in person or by proxy. It shall be necessary that there be an affirmative vote of three fourths (3/4) of the voting members, as well as an affirmative vote of two thirds (2/3) of the Board of Directors, in order to amend these By-Laws. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the right or liabilities of any Institutional Mortgagee without the consent of said Institutional Mortgagee.

No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. If the proposed change is so extensive that the above procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Laws. See By-Laws _____ for present text".

Non-material errors or omissions in the By-Laws amendment process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE XIII

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Condominium shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIV

LIENS

Section 1. Protection of Property: All liens against a Condominium Unit, other than for mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date of the lien attached. All taxes and special assessments upon a Condominium Unit or Unit Week shall be paid before becoming delinquent, as provided in these Condominium documents or by law, whichever is sooner.

Section 2. Notice of Lien: A Unit Owner shall give Notice to the Association of every lien upon his Unit, other than for mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

Section 3. Notice of Suit: Unit Owners shall give Notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such

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Notice to be given within five (5) days after the Unit Owner receives Notice thereof.

Section 4. Failure to Comply: Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

Section 5. Units Committed to Interval Ownership: In the case of a Unit committed to Interval Ownership, an Owner of Unit Weeks in such Unit shall be required to give Notices under Section 2 and Section 3 of this Article XIV only as to liens, suits, and proceedings affecting title to the Unit Weeks which he owns. Any lien against an Owner of Unit Weeks in a Unit committed to Interval Ownership, or against the Unit Weeks owned by him, shall be limited to the Unit Weeks owned by him and shall not encumber the property, real or personal, of any other Owner of Unit Weeks in said Unit.

ARTICLE XV

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

These By-Laws and the Articles of Incorporation shall be construed in the event of any ambiguity consistent with the provisions of the Declaration of Condominium.

The foregoing were adopted as the By-Laws of:

THE PALM BEACH RESORT AND BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

a Florida Non-Profit corporation, at the first meeting of the Board of Directors.

THE PALM BEACH RESORT AND BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

Secretary

APPROVED:

President

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Exhibit "E"

MANAGEMENT AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 1981, between THE PALM BEACH RESORT AND BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation, hereinafter referred to as "Association", and THE PALM BEACH RESORT MANAGEMENT CORPORATION, a Florida corporation, hereinafter referred to as "Manager."

WITNESSETH:

WHEREAS, Association is responsible for the operation of a condominium project known as THE PALM BEACH RESORT AND BEACH CLUB CONDOMINIUM (the "Property"), at 3031 South Ocean Boulevard, Palm Beach, Florida, which formerly was an apartment building.

WHEREAS, Association is desirous of having Manager manage the units at the Property;

WHEREAS, Association seeks to employ Manager to handle all maintenance, management and operation matters concerning those units at the Property;

WHEREAS, Manager desire to manage the Property; and

WHEREAS, Manager has agreed to accept such employment upon the terms set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises contained, it is agreed by and between the parties, as follows:

1. That the foregoing recitals are true and correct.
2. That the terms used in this Management Agreement shall be defined as said terms are defined and used in the Condominium Act, or in the Declaration of Condominium to which this Management Agreement is attached as Exhibit E.
3. The Association does hereby employ the Management Firm as the exclusive Manager of the Condominium Property and the Management Firm hereby accepts such employment.
4. A. The term of this Agreement shall commence as of the date hereof through December 31, 1986, provided, however, that the Management Firm may, upon sixty (60) days written notice given to the Association, terminate and cancel this Agreement as of the last day of each month as is specified in the Notice of Cancellation. Thereafter, it shall be automatically renewed for successive two (2) year periods until terminated at a duly authorized meeting of the owners by a majority of the votes of the owners, including proxies, assembled at such meeting, or by the Management Firm notifying the Association in writing that it will not renew this Agreement at such renewal date.
B. Notwithstanding the foregoing, the Association may terminate this Agreement, as provided under the provisions of F.S. 718.302.
5. The Management Firm shall perform by way of illustration and not of limitation, the following services:
A. Cause to be hired, paid and supervised, all persons necessary to be employed in order to properly maintain and operate the Condominium, including a Manager, who, in each instance, shall

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be the employees of the Management Firm, as the Management Firm, in its absolute discretion shall determine, and cause to be discharged all persons unnecessary or undesirable.

B. To maintain and repair the Condominium property and the common elements of said Condominium to the same extent that the Association is required to maintain and repair same, as provided in said Condominium's Declaration of Condominium and Exhibits attached thereto. For any one item of repair, replacement or refurbishing as to the Condominium, the expense incurred as to the Condominium as a whole, shall not exceed the sum of Three Thousand Dollars (\$3,000.00), unless specifically authorized by the Board of Directors of the Association, except, however, in the case of an emergency, the Management Firm is authorized to expend any sum necessary to protect and preserve the property.

C. Take such action as may be necessary to comply with all laws, statutes, ordinances, rules and of all appropriate governmental authority, and the rules and regulations of the National Board of Fire Underwriters, or in the event it shall terminate its present functions, those of any other body exercising similar functions.

D. To enter into contracts for garbage and trash removal, vermin extermination, and other services, subject to the approval of the Board of Directors and make all such contracts and purchases in either the Association's or Management Firm's name, as the Management Firm shall elect.

E. To purchase equipment, tools, vehicles, appliances, goods, supplies and materials as shall be reasonably necessary to perform its duties, including the maintenance, upkeep, repair, replacement, refurbishing and preservation of the Condominium. Purchases shall be in the name the Management Firm, or the Association, as the Management Firm shall elect.

F. Cause to be placed or kept in force all insurance required or permitted in the Declaration of Condominium; to act as Agent for the Association, each Unit Owner, and for each Owner of any other insured interest; to adjust all claims arising under said insurance policies; to bring suit thereon and deliver releases upon payment of claims; to otherwise exercise all of the rights, powers and privileges of the insured parties; to receive on behalf of the insured parties, all insurance proceeds, subject to the provisions of the Declaration of Condominium.

G. Maintain the Association's financial record books, accounts and other records as provided by the Association's By-Laws and pursuant to the Condominium Act; issue Certificates of account to members, their mortgagees and lienors without liability for errors unless as a result of gross negligence. Such records shall be kept at the office of the Management Firm and shall be available for inspection by Unit Owners or their authorized representatives at reasonable times. As a standard procedure, the Management Firm shall render to the Association a statement for each calendar year no later than the April 1st next thereafter. The Management Firm shall perform a continual internal audit of the Association's financial records for the purpose of verifying the same, but no independent or external audit shall be required of it. The consent of the Management Firm to an independent auditor shall not be unreasonably withheld.

H. Maintain records sufficient to describe its services hereunder and such financial books and records sufficient in accordance with prevailing accounting standards to identify the

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source of all funds collected by it in its capacity as Management Firm, and the disbursement thereof. Such records shall be kept at the office of the Management Firm, and shall be available for inspection by Unit Owners or their authorized representatives at reasonable times. The Management Firm shall perform a continual internal audit of the Management Firm's financial records relative to its service as Manager for the purpose of verifying same, but no independent or external audit shall be required of it.

I. The Management Firm shall determine the budget as to the Condominium for the term of the Management Agreement, subject, however, to the approval of the Board of Directors. Upon said budget being determined annually, the Management Firm shall submit annually to the Association the operating budget for the ensuing year, setting forth the anticipated income and expenses of the Condominium for the year, and said Management Firm shall specify therein each Unit Owner's share thereof. Should an increase in assessments be required or a special assessment be required during the year, the same shall be determined and made by the Management Firm subject to the approval of the Board of Directors and the Association shall be advised thereof and as to the share thereof payable by each of the Association's members, as the case may be. The Management Firm shall collect the assessments based upon the foregoing. The assessments as to each member of the Association shall be made payable to the Management Firm, or such other firm or entity as the Management Firm shall direct subject to the approval of the Board of Directors; and the Management Firm shall have the right to designate such member or members of the Association, or the Association itself, as it determines, to collect said assessments on behalf of the Management Firm and deliver same to it. The Management Firm shall not be responsible for obtaining the best price available as to any service, material or purchase, but shall, with impunity, purchase or contract for same subject to the approval of the Board of Directors with such person or party as it deems advisable and in the best interests of the Association and the Management Firm, without the necessity of obtaining the best price. Where the Management Firm does not submit an operating budget for the ensuing year to the Association as herein set forth, the operating budget for the current year shall be deemed to apply to the ensuing year and, in such case, each Unit Owner's share of same shall continue in the same amount subject, however, to the right of the Management Firm to increase assessments subject to the approval of the Board of Directors during the year or levy a special assessment subject to the approval of the Board of Directors where it determines that same is necessary or advisable subject to the applicable provisions of the Declaration of Condominium.

J. Have sole authority and responsibility to maintain and replace the personal property within Units committed to Interval Ownership, and in such capacity to:

(1) Determine the maintenance fee, proration of any applicable taxes, and other common expenses applicable to those Condominium Units committed to Interval Ownership, subject to the approval of the Board of Directors as defined in and provided for in the Declaration of Condominium. The Management Firm shall have sole discretion, while this Agreement remains in effect, for making determinations as to replacements of personal property located within such Units, decor, and all other decisions relating to Units committed to Interval Ownership; notwithstanding the foregoing, all replacements shall be such as to maintain the standard of quality of the furniture, other personal property and decor, as originally contained in such Unit at the time it is committed to Interval Ownership.

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(2) It is understood by both parties that a portion of the maintenance fee will be set aside as a reserve for future replacements and repairs. The Management Firm shall have sole discretion as to the amounts of such reserves and application of same.

K. Deposit all funds collected from the Association's members, or otherwise accruing to the Association, in a special bank account or accounts of the Management Firm in banks and/or savings and loan associations in the State of Florida, with suitable designation indicating their source, separate from or commingled with similar funds collected by the Management Firm on behalf of other condominiums or entities which the Management Firm manages.

L. May cause a representative of its organization to attend meetings of the Unit Owners and of the Board of Directors of the Association; however, it is understood and agreed that the Minutes of all the Association's meetings, whether of Unit Owners or of the Board of Directors, shall be taken by the Association's Secretary, and possession of the Minutes Book shall be in the custody of said Secretary, who shall always be responsible for preparing and furnishing notices of all meetings to the required parties. The Management Firm shall have the right to determine the fiscal year and when it shall commence.

M. Promulgate, adopt and amend Rules and Regulations as it deems advisable subject to the approval of the Board of Directors in its sole discretion for the use and occupancy of the Condominium's common elements, limited common elements and units therein, and to enforce same. The Management Firm, in its sole discretion, shall determine all activities and programs to be carried on as to same and shall employ the personnel required therefor as it determines in its sole discretion.

N. The Management Firm shall cause such alterations and/or additions to the common elements or limited common elements of the Condominium property, to be made as authorized by the Board of Directors of the Association and its members where required, pursuant to and in accordance with said Condominium's Declaration of Condominium and Exhibits attached thereto. As to the foregoing, the Management Firm shall be paid for the cost of its personnel and overhead, materials and equipment in regard thereto, and any and all contractors, subcontractors or materialmen as are required therefor.

O. Retain and employ such professionals and such other experts whose services may be reasonably required to effectively perform its duties and exercise its powers hereunder, and to employ same on such basis as it deems most beneficial.

P. Enter into Agreements upon such terms and conditions and for such purpose as the Management Firm determines in its sole discretion necessary subject to the approval of the Board of Directors as to the common elements of and the Condominium, and by agreement grant concessions and licenses subject to the approval of the Board of Directors to persons to provide facilities and services as to and within the Condominium and cause coin vending machines and coin operated equipment and pay telephones to be installed within the Condominium and to purchase same on behalf of and at the cost and expense of the Condominium Association, or rent same or enter into agreements regarding same; however, all income derived by the Management Firm from the foregoing shall inure to the benefit of the Condominium Association; and all expenses appertaining thereto shall likewise be borne by said

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Condominium Association. The parties hereto recognize that agreements, concessions and licenses may be entered into to provide facilities and services as specified herein for very nominal or no compensation whatsoever. The Management Firm may enter into same in its sole discretion, and it shall use its best judgment; however, it shall not be responsible for same nor the fact that a greater sum might have been obtained nor a shorter period contracted for.

Make and collect special assessments for such purposes and against such parties as the Management Firm determines, subject to the approval of the Board of Directors.

Exercise such powers and rights delegated to it, if any, under the terms and provisions of the Declaration of Condominium to which this Agreement is attached as Exhibit No. 4, and all Exhibits attached to said Declaration.

5. If maintenance of the Condominium referred to in the Declaration of Condominium to which this Management Agreement is attached as Exhibit No. 4, or any portion thereof, including any unit, units and/or the common elements, is required due to loss by Act of God or other cause, which is other than normal wear and tear, and which loss is less than "major damage", as defined in the Condominium's Declaration of Condominium to which this Agreement is attached, then in such event, the Management Firm shall be authorized and empowered to determine, assess, charge and levy the costs of repairing and restoring such loss among the Unit Owners in such proportions as it deems advisable, pursuant to the Declaration of Condominium to which this Agreement is attached, notwithstanding the fact that said loss or damage was, or was not, covered by insurance, and said total assessment shall be equal to the cost of said repair which shall include the costs of the Management's Firm personnel and overhead, materials and equipment, and any and all other contractors, subcontractors, or materialmen as are required. Should the loss be covered by insurance, the proceeds thereof shall be applied as a credit against the total costs of said repair and restoration in such proportions as hereinbefore set forth in this paragraph. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration, shall be from insurance proceeds, where such are received, and then from assessments collected, and, should there be a surplus of such funds, the said surplus shall be distributed to or on behalf of the Unit Owners, as provided in the aforesaid Declaration of Condominium.

6. Notwithstanding the delegation by the Association to the Management Firm of its power to determine and collect assessments and maintenance fees during the term of this Agreement, the Association retains the power to make those assessments as are specified in the Declaration of Condominium to which this Agreement is attached as Exhibit No. 4, and the By-Laws which are attached thereto as Exhibit No. 2.

7. The Management Firm shall apply assessments and maintenance fees collected as it determines in its sole discretion as to those items specified in the By-Laws of the Association including the Management Firm's fee and its overhead and expenses, which shall be deemed common expenses. The Management Firm, during the term of this Agreement, may file a lien against a Unit Owner's Condominium parcel should he fail to pay his assessments or maintenance fee as required and provided in the Declaration of Condominium to which this Agreement is attached and Exhibits attached to said Declaration, and take such other action as provided in said documents, either in its name or in the name of the Association.

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tion whose name appears at the end of this instrument. The Management Firm may compromise liens in such amount as it deems advisable in its sole discretion, and it may satisfy liens of record and render statements as to the current status of a Unit Owner's assessments or maintenance fees. In the case of a Unit committed to Interval Ownership, any lien against an Owner of Unit Weeks in such Unit, shall be limited to the Unit Weeks owned by the defaulting Owner and shall, in no case, be filed so as to encumber the Unit Weeks owned by any other Owner in such Unit.

8. The Association shall aid and assist the Management Firm in any reasonable manner requested by the Management Firm as to the collection of assessments and maintenance fees, and the said Association shall further aid and assist the Management Firm in any reasonable manner required by the Management Firm so as to simplify the method of collecting the assessments and maintenance fees, dues from Unit Owners.

9. It is specifically understood that the Management Firm does not undertake to pay common expenses from its own funds and shall only be required to perform its services and make disbursements to the extent that, and so long as, payments received from assessments and maintenance fees, or other revenue, if any, of the Association whose name appears at the end of this instrument, are sufficient to pay the costs and expenses of such services and the amounts of such disbursements. If it shall appear to the Management Firm that the assessments, maintenance fees, and other revenue, if any, of the said Association and its members are insufficient, the Management Firm shall forthwith determine such additional assessment or maintenance fee as is required and advise the said Association and its members.

10. It is specifically understood and agreed that the Management Firm shall perform all of the services required of it hereunder at no cost and expense whatsoever to itself, but solely at the cost and expense of the Association and its members. As compensation, fee or profits for its services hereunder, the Management Firm shall receive a net fee, free from all charges and expenses, of twenty percent (20%) of the common expense assessment, such amount to be designated the "Management Fee." The Management Fee shall commence January 1, 1982. Prior to January 1, 1982, there shall be no Management Fee. The Management Fee shall be taken into consideration in setting the common expense and maintenance fee assessments. The Management Firm's fee from each Condominium Unit or Unit Weeks shall commence as of the first day of the month following the date of a Deed from the Developer to the initial purchaser. After December 31, 1982, the Management Fee may be renegotiated each year.

11. The Association shall not interfere nor permit, allow or cause any of the Officers, Directors or members to interfere with the Management Firm in the performance of its duties or the exercise of any of its powers hereunder.

12. The Management Firm shall not be liable to the Association and its members, for any loss or damage not caused by the Management Firm's own gross negligence or willful misconduct, and said Association and its members will and do hereby indemnify and save harmless the Management Firm from any such liability for damages, costs and expenses arising from injury to any person or property in, about and in connection with the Condominium specified in the Declaration of Condominium to which this Agreement is attached as Exhibit No. 4, from any cause whatsoever, unless such injury shall be caused by said Management Firm's own gross negligence or willful misconduct.

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13. The Association on behalf of its members, or the Management firm, shall both have the right to assign this Agreement, as herein set forth. The Association may assign its right, title and interest herein to another Condominium Association operating and existing under the laws of the State of Florida, and the Management Firm may assign its right, title and interest herein to another management firm operating and existing under the laws of the State of Florida. However, said Assignment shall not be valid unless and until the Assignee thereunder expressly assumes and agrees in writing to perform each and every covenant and term of this Agreement. The said Agreement shall be delivered to the other party of this Agreement by certified mail or its equivalent. The Management Firm may also sub-contract all/or portions of its duties and powers under this Management Agreement.

14. The Management Firm shall be authorized to assess a Condominium Unit Owner for those items of special assessments subject to the approval of the Board of Directors, as set forth in the Declaration of Condominium to which this Agreement is attached as Exhibit No. 4, and the Exhibits attached to said Declaration, and in this Agreement, i.e., maintenance, repairs or replacements caused by this negligence of misuse by a Unit Owner, his family, servants, guests or invitees, or lessors; or failure of a Unit Owner to maintain those portions of his Condominium Unit and limited common elements assigned to his Unit, as he is required to repair and maintain; or violation of the provisions of the aforesaid Declaration of Condominium and Exhibits attached thereto which require the removal of same by the Management Firm and/or which increase the costs of maintenance and/or repair upon the Management Firm, or increase insurance rates and premiums, etc.

15. The power and authority of the Association to amend the Declaration of Condominium to which this Agreement is attached as Exhibit No. 4, and the Exhibits attached to said Declaration, is subject to the specific provisions applicable thereto set forth in the aforesaid instruments.

16. Should any dispute arise as to the rights of any of the parties under this Agreement, including the powers and duties of the parties and all of the terms and conditions of this Agreement, and said dispute cannot be amicably settled and resolved between the parties, then either party shall have the right to submit the matter in controversy for arbitration to the Senior Judge of the Circuit Court in and for the County where the Condominium is located, and the decision of said Judge shall be final. The Court shall have the right to assess costs and attorneys' fees in such amount and against such party as it deems just and proper under the circumstances.

17. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

18. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

19. No modification, release or discharge or waiver of any provision hereof shall be of any force, effect or value, unless in writing, signed by the parties to this Agreement - i.e., the Management Firm and the Association of their respective successors or assigns.

20. This instrument, together with the Declaration of Condominium to which this Agreement is attached, and the Exhibits attached to said Declaration, including this Agreement, constitute

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the entire agreement between the parties hereto, as of the date of execution hereof, and neither has been induced by the other by representations, promises or understandings not expressed herein, and there are no collateral agreements, stipulations, promises or understandings whatsoever, in any way touching the subject matter of this instrument, or the instruments referred to herein, which are not expressly contained therein.

21. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, sub-section, sentence, clause, phrase or word, or of any provision of this Agreement or the Exhibits attached hereto, and the Declaration of Condominium to which this Agreement is attached and the Exhibits attached to said Declaration, shall not affect the validity of the remaining portions thereof. The provisions of this Agreement shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; otherwise the provisions of said Condominium Act shall prevail and shall be deemed incorporated herein.

22. The definitions of the words, terms, phrases, etc., as provided in Article 1 of the Declaration of Condominium to which this Agreement is attached as Exhibit No. 4, are incorporated herein by reference and made a part hereof, and unless the context otherwise requires, said definitions shall prevail.

23. The words "Condominium Association", "member(s)", "Unit Owner(s)" and "parcel owner(s)", wherever and whenever used herein, shall include the singular and plural thereof, and the use of any gender shall include all genders, wherever the same shall be appropriate. The term "Condominium parcel", or "Condominium Unit", or "Unit", or "parcel", or "Unit Weeks", or "Unit committed to Interval Ownership", or "Interval Ownership", "parcels" and the Owners thereof shall be defined pursuant to the Declaration of Condominium to which this Agreement is attached, and same are Condominium parcels and/or Units of such Condominium as is created by the aforesaid Declaration of Condominium, or ownership of parts of such parcels or Units.

24. When either party hereto, and the Association's members, desire to or are required to give notice unto the other, or others, in connection with and according to the terms of this Agreement, such notice shall be given to the Association, its members, and the Management Firm, as provided in the Declaration of Condominium to which this Agreement is attached as Exhibit No. 4.

25. If the Association or its members, shall interfere with the Management Firm in the performance of its duties and exercise of its powers hereunder, or if the said Association shall fail to promptly do any of the things required of it hereunder, then the Management Firm, fifteen (15) days after having given written notice to said Association of said default by delivering said notice to any officer of the Association, or in their absence, to any member of the said Association, may declare this Agreement in default unless such default be cured by the said Association within fifteen (15) days after such notice. Upon default, the Management Firm may, in addition to any other remedy given it by agreement or in law or in equity, bring an action against the said Association and its members for damages and/or specific performance and/or such other rights and remedies as it may have, and the said Association and its members shall be liable for the Management Firm's reasonable attorneys' fees and costs incurred thereby. All of such rights of the Management Firm upon default shall be cumulative and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy.

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26. Failure by the Management Firm to substantially perform its duties and obligations under this Agreement for a continuous period of forty five (45) days after the written notice of default from the Association specifying the default complained of shall be grounds for the said Association's cancellation of this Agreement.

27. If the Condominium specified in the Declaration of Condominium to which this Agreement is attached as Exhibit No. 4 shall be terminated, as is provided in its Declaration of Condominium, then each of the Condominium Unit Owners shall thereby become a tenant in common and shall, as to his separate interest, continue to be a party to this Agreement and bound by the provisions hereof, and the Management Firm shall manage such interest pursuant to the provisions of this Agreement as the nature of such interest and the context of this Agreement shall permit.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and have caused these presents to be signed respectively by their proper Officers, and their respective Corporate Seals have been duly affixed, this ____ day of _____, 1981.

Signed, sealed and delivered
in the presence of:

THE PALM BEACH RESORT MANAGEMENT CORPORATION

By: _____ (SEAL)
PRESIDENT

Attest: _____ (SEAL)
SECRETARY

"MANAGEMENT FIRM"

THE PALM BEACH RESORT AND
BEACH CLUB CONDOMINIUM
ASSOCIATION, INC.

By: _____ (SEAL)
PRESIDENT

Attest: _____ (SEAL)
SECRETARY

"ASSOCIATION"

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STATE OF FLORIDA)
)SS:
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared
and

to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary of THE PALM BEACH RESORT MANAGEMENT CORPORATION, a Florida corporation, and they acknowledged before me that they executed such instrument as such Officers of said Corporation and that the Seal affixed thereto is the Corporate Seal of said Corporation, and that same was affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation.

(SEAL)
NOTARY PUBLIC,
State of Florida at Large

My Commission Expires:

STATE OF FLORIDA)
)SS:
COUNTY)

BEFORE ME, the undersigned authority, personally appeared
and

to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively, of THE PALM BEACH RESORT AND BEACH CLUB ASSOCIATION, INC., a Florida corporation, not for profit, and they severally acknowledged before me that they executed such instrument as such Officers of said Corporation, and that the Seal affixed thereto is the Corporate Seal of said Florida corporation, and that same was affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and Official Seal, at the County and State aforesaid, this ____ day of _____, 19__.

(SEAL)
NOTARY PUBLIC,
State of Florida at Large

My Commission Expires:

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

COMPOSITE EXHIBIT “B”
Schedule B-1: UNIT 101

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Marie Orsini	4895/522
2	Larry Stephenson, Carol Stephenson, Roland Stephenson, Sue Stephenson	11627/718
3	Unknown Trustee of the Lucy Hancock-Neal Revocable Trust	26756/166
4	Edison G. Forbes, Trustee of the Edison G. Forbes Revocable Trust, dated February 2, 2000; Marilyn A. Forbes, Trustees of the Marilyn A. Forbes Revocable Trust, dated February 2, 2000	11731/1258
5	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Kerry L. Nance, Karen H. Nance	31051/0226, 5674/1267
6	Fred Corsentino and Grace Corsentino	29078/1976
7	Fred Corsentino and Grace Corsentino	29078/1976
8	Geoffrey E. Norman and Dale V. Norman	25321/318
9	Bernie Haughian	27810/256
10	The Thomas Family Trust, dated 10/11, 1991, Joseph W. Thomas and Sue D. Thomas, Trustors and/or Trustees	7503/173
11	James Morrow	3902/43
12	Phillip J. Sandler and Lucy A. Sandler	5349/1451
13	Phillip J. Sandler and Lucy A. Sandler	5881/1471
14	T. Ryan Bonner and B. Jeanne Bonner	4902/990
15	HPP Holdings, LLC	30690/1489
16	HPP Holdings, LLC, William J. Barbieri, Lois M. Barbieri	30690/1489, 19406/369
17	HPP Holdings, LLC and Helen B. Franke	30690/1489, 30818/1688
18	Helen Franke	27676/226
19	HPP Holdings, LLC	30690/1489
20	Katrina D. Matula	6542/781
21	HPP Holdings, LLC	30690/1489
22	HPP Holdings, LLC	30690/1489
23	Rene Larsen and Judith Larsen	26421/539
24	FL Beach Partnership and The American Resort Coalition, Inc.	30889/540, 28521/895
25	HPP Holdings, LLC	30690/1489
26	Gene Edward Spurlin and Carole Fisk Spurlin	6415/1278
27	HPP Holdings, LLC	30690/1489
28	Economy Tire Sales, Inc.	5629/1456

29	HPP Holdings, LLC	30690/1489
30	HPP Holdings, LLC	30690/1489
31	HPP Holdings, LLC	30690/1489
32	Daniel K. Ardelian and Catherine P. Ardelian	9122/1944
33	FL Beach Partnership	30889/540
34	Chesterfield Family Group, LLC and FL Beach Partnership	26178/1357, 31221/1610
35	Cathryn E. Dean and Julie Dean	25025/0166
36	FL Beach Partnership and John H. Stahl	30894/1418, 10880/865
37	R. Bruch Weirich, Janet Weirich and Joyce Miller	23662/0672
38	Robert A. Childs and Angela C. Childs	6231/893
39	P.B. Vacation Weeks, Inc.	5969/1194
40	HPP Holdings, LLC	30690/1489
41	HPP Holdings, LLC and Mark Lucarelle	6485/1894, 30690/1489
42	HPP Holdings, LLC	30690/1489
43	Elizabeth A. Simkins, Trustee u/a dtd 6/13/89, Sidney D. Baker and Margaret A. Baker	6203/849, 16706/0715
44	HPP Holdings, LLC	30690/1489
45	James R. Courtney and Marguerite C. Courtney	8916/682
46	Ken Magdaleno and Ana Mendieta	7721/73
47	Helen Franke	25023/690
48	Richele L. Canales and Peter Sacchetti	21408/614
49	C. Robbie Spencer	4015/204
50	Elizabeth Zern	3750/1159, 3873/1513
51	Bertha Lee Parker Pescheret	5610/1691
52	W. B. Ingalls and FL Beach Partnership	4521/143, 30910/456

COMPOSITE EXHIBIT “B”
Schedule B-2: UNIT 102

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	Lucy Hancock Neal Revocable Trust, by and through Lucy Hancock Neal, Trustee	30778/598
2	Lucy Hancock Neal Revocable Trust, by and through Lucy Hancock Neal, Trustee	30778/598
3	Lucy Hancock Neal Revocable Trust, by and through Lucy Hancock Neal, Trustee	27396/25
4	Lucy Hancock Neal Revocable Trust, by and through Lucy Hancock Neal, Trustee and Kenneth H. Adams	27396/25, 8492/1802
5	Unknown Trustee of the Lucy Hancock Neal Revocable Trust and Marlene Downing	23174/1542, 3938/1823
6	Lucy Hancock Neal Revocable Trust, by and through Lucy Hancock Neal, Trustee and Marlene Downing	22526/1718, 3938/1823
7	Unknown Trustee of the Lucy Hancock Neal Revocable Trust, Marlene Downing and Regco Realty, Inc.	22526/327, 3989/1939, 3989/1823
8	Unknown Trustee of the Lucy Hancock Neal Revocable Trust	12562/793
9	Unknown Trustee of the Lucy Hancock Neal Revocable Trust and Regco Realty, Inc.	12562/793, 3989/1939
10	Unknown Trustee of the Lucy Hancock Neal Revocable Trust	12401/1203
11	Unknown Trustee of the Lucy Hancock Neal Revocable Trust	12401/1203
12	Unknown Trustee of the Lucy Hancock Neal Revocable Trust and Regco Realty, Inc.	12562/793, 3989/1939
13	Unknown Trustee of the Lucy Hancock Neal Revocable Trust	12562/793
14	Richard M. Peluso, Bonnie L. Peluso and Springs Land Company, Ltd., Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Elizabeth Peluso	24255/0616, 5511/1247, 5545/1126
15	Jeffrey F. Magee	9395/1557
16	FL Beach Partnership	31080/1375
17	HPP Holdings, LLC and The Palm Beach Resort and Beach Club Condominium Association, Inc.	30690/1489, 28420/1186
18	David J. Blagden	7257/1642
19	Palm Beach Resort and Beach Club Condominium Association, Inc.	29646/1182
20	FL Beach Partnership	30889/540
21	Fountain Blue Pool Service, Inc.	13971/1630
22	Barbara Samuels	20843/1327
23	FL Beach Partnership	31287/1028
24	Jason Smallwood	27084/808

25	David Barrett Beard, Deanna M. Beard, Richard Beard and Lynn Mitschke	29708/1510, 28835/0335, 29045/1113
26	HPP Holdings, LLC	30690/1489
27	HPP Holdings, LLC and Regco Realty, Inc., Palm Beach Resort Properties, Inc.	30690/1489, 3989/1939, 3990/1132
28	Michael John Gaffney and Julie Anne Gaffney	22851/656
29	Michael John Gaffney and Julie Anne Gaffney	22851/656
30	FL Beach Partnership	31191/1296
31	HPP Holdings, LLC	30690/1489
32	Cathy G. Taber	11362/370
33	HPP Holdings, LLC	30690/1489
34	HPP Holdings, LLC	30690/1489
35	HPP Holdings, LLC	30690/1489
36	HPP Holdings, LLC	30690/1489
37	Daniel E. Miller and Jeannine E. Miller	24980/1199
38	HPP Holdings, LLC	30690/1489
39	P.B. Vacation Weeks, Inc.	5969/1194
40	HPP Holdings, LLC	30690/1489
41	HPP Holdings, LLC	30690/1489
42	HPP Holdings, LLC	30690/1489
43	HPP Holdings, LLC	30690/1489
44	Michael R. Bernier and Diane A. Bernier	25200/1896
45	HPP Holdings, LLC	30690/1489
46	Archie Bullard and Forrest Bullard	28271/1773
47	FL Beach Partnership and Janice V. Smith	30889/540, 3955/676
48	James A. Ferioli, Judith M. Ferioli, Janice V. Smith	28835/0330, 3955/676
49	HPP Holdings, LLC and Janice V. Smith	30690/1489, 3955/676
50	HPP Holdings, LLC	30690/1489
51	FL Beach Partnership, Clark Rose, Howard Rose, Alpha Realty	31130/637, 9206/875, 3772/759
52	FL Beach Partnership, Clark Rose, Howard Rose, Alpha Realty	31130/637, 9206/875, 3772/759

COMPOSITE EXHIBIT “B”
Schedule B-3: UNIT 103

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	HPP Holdings, LLC	30690/1489
2	HPP Holdings, LLC, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Louis C. Hause	30690/1489, 3765/1955
3	Jeffrey T. Ritter and Linday Y. Ritter	5092/735
4	Lucy Hancock Neal, individually and Unknown Trustee of the Lucy Hancock Neal Revocable Trust	11761/805, 12562/793
5	Rodney D. Caulkins	8994/626
6	Rodney D. Caulkins	8994/626
7	Charles Derohanian and Maryann Derohanian	13807/456
8	Charles Derohanian and Maryann Derohanian	12635/1205
9	Charles Derohanian and Maryann Derohanian	27882/1731
10	Marcia G. Sherbourne and Ray A. Sherbourne	15041/26
11	Marcia G. Sherbourne and Ray A. Sherbourne	15041/26
12	Kevin Reynolds and Donna Hart	25237/878
13	Barbara S. Nowak	22222/474
14	Barbara S. Nowak	22222/474
15	Archie Bullard and Forrest Bullard	25228/538
16	Byron Treado and Debra Treado	20035/1512
17	Terry L. Foster and Erlinda R. Foster	7106/1021
18	Robert E. Brittin, Thomas Grant and Holly Grant	13655/754, 3711/0687
19	William T. Wisinski	5610/36
20	Helen Gale Klebe, Trustee of the Klebe Family Revocable Trust dated August 7, 1992	26388/840
21	Helen Gale Klebe, Trustee of the Klebe Family Revocable Trust dated August 7, 1992	26388/840
22	Tina Morkides and Deso Morkides	5809/943
23	HPP Holdings, LLC	30690/1489
24	Ronald E. Hofsess and Donna J. Hofsess	5963/1582
25	HPP Holdings, LLC	30690/1489
26	FL Beach Partnership	31060/615
27	Walter M. Finken, Jr. and Mary M. Finken	7720/1638
28	HPP Holdings, LLC	30690/1489
29	HPP Holdings, LLC	30690/1489
30	HPP Holdings, LLC	30690/1489
31	HPP Holdings, LLC	30690/1489
32	Karl E. Walther and FL Beach Partnership	6485/1765, 31221/1799
33	FL Beach Partnership	30889/540
34	HPP Holdings, LLC	30690/1489

35	HPP Holdings, LLC	30690/1489
36	Barbara L. Lash and FL Beach Partnership	5426/540, 30690/1489
37	Jari V. Palmieri and Eleanore A. Palmieri	3996/646
38	Lynn Kelly and Jack Keller	23518/1113
39	(Maintenance Week)	
40	HPP Holdings, LLC	30690/1489
41	HPP Holdings, LLC	30690/1489
42	Marcia M. Marks, Holly Burn Sullivan as Personal Representative of the Estate of Marion J. Springs	3754/1669, 6833/274
43	William L. Moore, Jr. and Rachella G. Moore	28561/1537
44	FL Beach Partnership	31001/101
45	Beatrice L. Kolshak	6045/653
46	Bruce E. Martin and Mechele J. Martin	5629/1472
47	HPP Holdings, LLC	30690/1489
48	HPP Holdings, LLC	30690/1489
49	HPP Holdings, LLC	30690/1489
50	William R. Fleming and Barbara K. Fleming	7689/1906
51	Elliott B. Nowak, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Lawrence P. Nowak	22222/472, 3768/1987
52	Elliott B. Nowak, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Lawrence P. Nowak	22222/472, 3768/1987

COMPOSITE EXHIBIT “B”
Schedule B-4: UNIT 104

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	Nicole Brodney	26082/1213
2	Kenneth L. Milhem and Alberta Milhem	26686/468
3	Springs Land Company, Ltd. of Owensboro, Kentucky, Janice Martin	5511/1247
4	Kenneth L. Milhem and Alberta Milhem	267650/1713
5	Kenneth L. Milhem and Alberta Milhem	267650/1713
6	Kenneth L. Milhem, Alberta Milhem and Marlene M. Downing	267650/1713, 3938/1853
7	Kenneth L. Milhem, Alberta Milhem, Marlene Downing, ILEX Property Service, Inc., a Kentucky Corporation	22526/328, 3938/1853, 8692/939
8	Kenneth L. Milhem, Alberta Milhem, Marlene Downing, ILEX Property Service, Inc., a Kentucky Corporation	25226/328, 3938/1583, 8692/939
9	Walter J. Bialas, Patricia A. Bialas, Marlene Downing	14657/848, 3938/1853
10	Richard M. Peluso, Bonnie L. Peluso, Springs Land Company Ltd. of Owensboro, Kentucky	24585/725, 5511/1247
11	Lila E. Roberts and J. Peter Roberts	14834/1530
12	Lila E. Roberts, J. Peter Roberts, Eleanor B. Morrow	14834/1530, 3938/1827
13	Kenneth L. Milhem & Alberta Milhem	28351/318
14	Unknown Trustee of the Lucy Hancock Neal Revocable Trust	24980/1201
15	Unknown Trustee of the Lucy Hancock Neal Revocable Trust	24980/1201
16	Archie Bullard and Forrest Bullard	25228/538
17	Richard Rice, Debra Dunville	26131/174
18	HPP Holdings, LLC, William A. Kopelcheck, Margaret F. Kopelcheck	30690/1489, 8575/1178
19	HPP Holdings, LLC and Palm Beach Resort and Beach Club Condominium, Inc.	30690/1489, 13837/261
20	HPP Holdings, LLC and Palm Beach Resort and Beach Club Condominium, Inc.	30690/1489, 13837/261
21	HPP Holdings, LLC	30690/1489
22	HPP Holidngs, LLC	30690/1489
23	Frankie Y. McMillan	6090/1998
24	Deborah A. Swing	5881/1465
25	FL Beach Partnership	31123/1237
26	American Resort Coalition, Inc.	28904/506

27	Janet C. Bonebrake, Trustee, or her successors in Trust, under the Janet C. Bonebrake Living Trust Dated August 14, 2006, and any amendment thereto.	20744/1677
28	Bernard L. Warren, Lois Warren and Howard Cwick, Claire Cwick, as Trustee of the Howard Cwick and Clair M. Cwick Revocable Living Trust u/a dated July 9 th , 1992	19767/1611, 7515/848
29	Joseph W. Espat and Elizabeth Arnold Espat	5610/605
30	Nathalie C. Bennett	27302/1377
31	Andrew Prahcharov and Angela V. Prahcharov	5963/1542
32	Joan C. Young and Dale A. Young	23188/200
33	HPP Holdings, LLC	30690/1489
34	Patricia L. Pittock and Judy A. Dinofrio	5797/767
35	Robert M. Post	27090/64
36	FL Beach Partnership, Palm Beach Resort Properties, Inc.	3711/675, 31778/1397, 31818/1362
37	Roy E. Thurman, Linda D. Smith, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Wayne B. Williams	6295/485, 8971/1847
38	Carl Junior Harris, Jr. and Kimberly R. Harris	3938/1877
39	P.B. Vacation Week, Inc.	5969/1194
40	HPP Holdings, Inc.	30690/1489
41	HPP Holdings, Inc.	30690/1489
42	Raymond L. Tetreault, Rita H. Tetreault, Brett Voyer, Darlene Voyer	5809/975, 22210/1373
43	HPP Holdings, LLC	30690/1489
44	Archie Bullard and Forrest Bullard	26146/497
45	Forrest L. Bullard	27414/155
46	Meghan Hampton and David Hampton	27271/1124
47	HPP Holdings, LLC	30690/1489
48	HPP Holdings, LLC	30690/1489
49	HPP Holdings, LLC	30690/1489
50	Dolores M. Porter	7281/1365
51	Joel T. Nowak	22222/476
52	Joel T. Nowak	22222/477

COMPOSITE EXHIBIT “B”
Schedule B-5: UNIT 105

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	Joseph F. Cimini, Mary Frances Cimini, Berkeley Federal Savings & Loan Association	19907/791, 6032/1806
2	HPP Holdings, LLC, Berkeley Federal Savings & Loan Association, Inc.	30690/1489, 6032/1806
3	Joseph F. Cimini, Mary Frances Cimini, Berkeley Federal Savings & Loan Association	24889/1213, 6032/1806
4	Walter J. Bialas, Patricia A. Bialas, Berkeley Federal Savings & Loan	27650/1712, 6032/1806
5	Walter J. Bialas and Patricia A. Bialas, Berkeley Federal Savings & Loan Association, Carol Sellers	27650/1712, 6032/1806, 3729/1968
6	Walter J. Bialas and Patricia A. Bialas, Berkeley Federal Savings & Loan Association, Carol Sellers	27650/1712, 6032/1806, 3729/1968
7	Enoch Malkasian, Claire A. Malkasian, Berkeley Federal Savings & Loan Association, Carol Sellers	22492/748, 6032/1806, 3729/1968
8	Marvin Tolkin, Carole Tolkin, Unknown Trustee of the Revocable Trust of Samuel L. Howard dated January 16, 1991, Berkeley Federal Savings & Loan Association	26606/1963, 11048/436, 6032/1806
9	Doris L. Poteat, P.B. Vacation Weeks, Inc., Berkeley Federal Savings & Loan Association	5502/252, 5969/1194, 6032/1806
10	Gwendolyn M. McGee, Berkeley Savings & Loan Association	30950/1340, 6032/1806
11	Gwendolyn M. McGee, Berkeley Savings & Loan Association	30950/1340, 6032/1806
12	HPP Holdings, LLC , Berkeley Federal Savings & Loan Association	30690/1489, 6032/1806
13	James C. Simcoe, Rita M. Weckler, Millard O. Sandler, Brenda L. Sandler, Berkeley Federal Savings & Loan Association	20137/1260, 6032/1806, 5349/1423
14	Andrew J. Mulherin, Patricia Mulherin, Berkeley Federal Savings & Loan Association	5675/1827, 6032/1806
15	Michael J. Allen, Christina M. Allen, Berkeley Federal Savings & Loan Association	14323/1722, 6032/1806
16	HPP Holdings, LLC, Berkeley Federal Savings & Loan Association	30690/1489, 6032/1806
17	Richard A. Koepplinger, Dawn M. Koepplinger, Berkeley Federal Savings & Loan Association	7860/1095, 6032/1806
18	R. A. Van Koevering, Theodora J. Van Koevering, Berkeley Federal Savings & Loan Association	8093/417, 6032/1806

19	HPP Holdings, LLC, Berkeley Federal Savings & Loan Association	30960/1489, 6032/1806
20	Eugene T. Fenwick, Judith A. Fenwick, Berkeley Federal Savings & Loan Association	5815/626, 6032/1806
21	Jason Christopher Lillo, Lea Ann May Lillo, Berkeley Federal Savings & Loan Association	16055/0074 6032/1806
22	HPP Holdings, LLC, Kevin Lee Ohliger, Berkeley Federal Savings & Loan Association	30690/1489, 6869/1729, 6032/1806
23	Cynthia A. Oliver, Berkeley Federal Savings & Loan Association	8036/1062, 6032/1806
24	HPP Holdings, LLC, Berkeley Federal Savings & Loan Association	30690/1489, 6032/1806
25	Ronald D. Rankin, Carol J. Rankin, Berkeley Federal Savings & Loan Association	5895/677, 6032/1806
26	The Palm Beach Resort and Beach Club Condominium Association, Inc., Berkeley Federal Savings & Loan Association	27041/588, 6032/1806
27	FL Beach Partnership	30889/540
28	HPP Holdings, LLC, Berkeley Federal Savings & Loan Association	30690/1489, 6032/1806
29	Regina C. Luczak, Berkeley Federal Savings & Loan Association	5425/1112, 6032/1806
30	Andre Prahcharov, Angela V. Prahcharov, Berkeley Federal Savings & Loan Association	5881/1449, 6032/1806
31	Scott A. McKinney, Susan M. McKinney a/k/a Susan Morris-McKinney, Berkeley Federal Savings & Loan Association	6457/388, 6032/1806
32	Mark J. McGowan, Carole N. McGowan, Berkeley Federal Savings & Loan Association. P.B. Vacation Weeks, Inc.	5809/935, 5969/1194, 6032/1806
33	William Evans, Rose Evans, Berkeley Federal Savings & Loan Association, Elvira A. Kovacev and Joseph A. Kovacev, Trustees under the Elvira A. Kovacev Living Trust dated September 1, 2004	27142/1853, 20896/0828, 6032/1806
34	HPP Holdings, LLC, Berkeley Federal Savings & Loan Association	30690/1489, 6032/1806
35	HPP Holdings, LLC, Berkeley Federal Savings & Loan Association	30690/1489, 6032/1806
36	Wayne E. Klassen, Linda F. Klassen	23008/1269
37	HPP Holdings, LLC, Springs Land Company	30690/1489, 4096/241
38	HPP Holdings, LLC, Berkeley Federal Savings & Loan Association	10690/1489, 6032/1806
39	P.B. Vacation Weeks, Inc.	5969/1194, 4605/1467
40	HPP Holdings, LLC, Berkeley Federal Savings & Loan Association	30690/1489, 6032/1806

41	HPP Holdings, LLC	30690/1489
42	FL Beach Partnership	30889/540
43	HPP Holdings, LLC	30690/1489
44	Robert Roggeveen, Rebecca Roggeveen	27974/1522
45	Palm Beach Resort and Beach Club Condominium Association, Inc.	31705/1193
46	Mark A. Lewis, Kellie L. Lewis a/k/a Kellie Lee Sturgill, Ilex Properties Services, Inc.	8234/1693, 4096/243
47	Car-Kolvisto, with Karl Kovisto as President, Springs Land Company, Andrea Courtenay-Diaz, Howard W. Bork	24247/1018, 7860/1010, 4096/241, 3951/168
48	Maziar Keshavarz, Flake Keshavarz, Lucy Meredith, P.B. Vacation Weeks, Inc.	3951/216, 5969/1194
49	Lawrence G. Salander, Patsy E. Salander, P.B. Vacation Weeks, Inc.	5609/1987, 5969/1194
50	Linda J. Jacobson, Suleyman A. Gokoglu or Isil T. Gokoglu, Trustees, The Suleyman A. Gokoglu and Isil T. Gokoglu Trust U/A 4/8/5, for their joint lives, remainder to the survivor of them	26484/999, 8963/1577
51	Leonidas Demopoulos, Trustee, under agreement dated October 21, 1993, Made by Leonidas Demopoulos and Sophia Demopoulos (now deceased), P.B. vacation Weeks, Inc.	8131/1534
52	Leonidas Demopoulos, Trustee, under agreement dated October 21, 1993, Made by Leonidas Demopoulos and Sophia Demopoulos (now deceased), P.B. Vacation Weeks, Inc.	8131/1534

COMPOSITE EXHIBIT “B”
Schedule B-6: UNIT 106

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	HPP Holdings, LLC	30690/1489
2	HPP Holdngs, LLC	30690/1489
3	FL Beach Partnership	31778/1195
4	FL Beach Partnership	31778/1195
5	FL Beach Partnership	30889/540
6	Antoinette Raponi	8539/239
7	Adele E. Lippert	9976/802
8	Mark P. Higgins, Lorie E. Higgins	31413/1502
9	Ray A. Sherbourne, Marcia G. Sherbourne	15777/1706
10	Richard Brodney and Rina Brodney	26481/0067
11	Ruth R. Lynch	7996/1271
12	Jean Marier, Helene Marier, France Marier, Palm Beach Resort & Beach Club Condominium Association, Inc.	29855/1174, 26206/1247
13	Jean Marier, Helene Marier, France Marier, Palm Beach Resort and Beach Club	29855/1174, 25327/0817
14	Christopher P. Nedrich and Lori Nedrich	8203/1833
15	FL Beach Partnership	30910/678
16	Paul D. Barker and Jean M. Barker	8547/503
17	Joseph Ponson and Ethel Ponson	7106/913
18	HPP Holdings, LLC	30690/1489
19	HPP Holdings, LLC	30690/1489
20	Sarah Alberta Brunson	6596/1159
21	Hospice Foundation of Lake & Sumpter	22326/0504
22	Steven E. Novinsky and Mindy B. Novinsky	7902/822
23	Telford A. Watson and Patricia A. Watson	6643/1922
24	TCS Realty, LLC; Robert R. Kelly and Lois B. Kelly, Trustees of the Kelly Family Trust dated June 6, 1996	28014/573; 9782/173
25	Florida Beach Partnership	31492/278
26	William H. Ellis, Pauline Ellis, Adrian P. Gardiner, Jr., Michael Kevin Gardiner, Sr., P.B. Vacation Weeks, Inc.	3996/0718, 6236/194, 11919/1489, 6316/1824
27	HPP Holdings, LLC	30690/1489
28	HPP Holdings, LLC	30690/1489
29	P.B. Vacation Weeks, Inc. and Victoria A. Lambie	6316/1824, 6237/62
30	HPP Holdings, LLC, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Martin H. Weitzman	30690/1489, 6236/1948
31	HPP Holdings, LLC	30690/1489

32	HPP Holdings, LLC	30690/1489
33	FL Beach Partnership	30889/540
34	James B. Starr, Kathryn M. Starr, P.B. Vacation Weeks	6300/1781, 6316/1824
35	FL Beach Partnership; Unknown Trustee of the Mayes Family Trust dated November 3, 2003	31101/1020; 16309/0387
36	HPP Holdings, LLC	30690/1489
37	Beverly Hemraj, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Beverly Hemraj, HPP Holdings, LLC,	3933/1143, 30690/1489
38	Russell F. N. Nicholson	6843/724
39	P.B. Vacation Weeks, Inc.	5969/1194
40	David D. Winterhalter, Maia C. Winterhalter	11079/250
41	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against M. Frances Simpson, HPP Holdings, LLC	3907/0038, 30690/1489
42	FL Beach Partnership	3889/540
43	HPP Holdings, LLC, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Howard R. Stonehouse; Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Sally B. Stonehouse	30690/1489; 3907/0042
44	HPP Holdings, LLC	30690/1489
45	HPP Holdings, LLC	30690/1489
46	James A. Wyatt, Jr., Vickie A. Wyatt	7996/1280
47	Sandi L. Nickerson, HPP Holdings, LLC	22779/0294, 30690/1489
48	P.B. Vacation Weeks, Inc., HPP Holdings, LLC	6444/390, 30690/1489
49	Richard F. Scamorza, Joann Scamorza, P.B. Vacation Weeks, Inc., Robert Goldberg and Betty Goldberg, as Trustees of The Robert and Betty Goldberg Revocable Living Trust dated 10/4/05	3912/1758, 5969/1194, 20118/1622
50	HPP Holdings, LLC	30690/1489
51	HPP Holdings, LLC	30690/1489
52	Stephen Weigert	28100/1384

COMPOSITE EXHIBIT “B”
Schedule B-7: UNIT 107

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	HPP Holdings, LLC	30690/1489
2	William H. Chamberlain, Kathleen M. Tannuzzo, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Sonya Rowe	26724/734; 6279/1164
3	Alexander Macleod and Mary J. Macleod	8543/811
4	Kevin O’Brien and Wende Elizabeth O’Brien, FL Beach Partnership	31080/1352; 23920/1222
5	H. Lanier Hickman, Jr., Kay Ann Hickman	13797/1756
6	H. Lanier Hickman, Jr., Kay Ann Hickman	13797/1756
7	Walter J. Bialas, Patricia A. Bialas, Unknown Trustees of the Revocable Trust of Samuel L. Howard dated January 6, 1991, Marlene Downing	28113/1870; 11048/437
8	Joseph Trelli, Phyllis Fox	27499/768
9	Roberta Stepp, Martin Callinan	11103/1113
10	Walter J. Bialas, Patricia A. Bialas	19119/273
11	HPP Holdings, LLC, Victor Jerry Crain, Marguerite Adams Crain, Marlene Downing	30690/1489, 5610/595, 3712/1771
12	Kenneth L. Milhem, Alberta Milhem	25904/582
13	HPP Holdings, LLC, Marlene Downing	30690/1489, 3712/1772
14	FL Beach Partnership	31191/1296
15	Bryan L. Blanchette, Jeri L. Blanchette	8541/868
16	Russell Evans, June Evans	26206/1679
17	Elie Larroque, Margarethe Larroque	7823/724
18	HPP Holdings, LLC	30690/1489
19	Oscar R. Derojas, Patricia R. Derojas	5445/1288
20	Steven J. Kennedy, Rita J. Kennedy	5881/1457
21	HPP Holdings, LLC	30690/1489
22	HPP Holdings, LLC	30690/1489
23	HPP Holdings, LLC	30690/1489
24	Marlene Sheruda, Robert Scott, Greg R. Scott	9985/430
25	Gerard P. Schacht, Nancy Schacht	5423/1974
26	Vincent A. Caruso, Lynne E. Caruso	25023/689
27	Stephen M. Kelly, Karen J. Kelly	8872/235
28	Daryce L. Moore, Charlene D. Moore	6423/311
29	Lori A. Justin	25667/267
30	FL Beach Partnership	30889/540
31	HPP Holdings, LLC	30690/1489
32	HPP Holdings, LLC	30690/1489

33	Heather J. Griffiths	27090/63
34	Iris Lee Abrahams	9503/1244
35	Bluewater Vacations, LLC	28171/948
36	FL Beach Partnership	31818/1362, 31778/1397
37	HPP Holdings, LLC	30690/1489
38	Larry D. Gold, Terry L. Gold	8492/1805
39	P.B. Vacation Weeks	5969/1194
40	Unknown Trustee(s) of Leilanie in Trust	26059/1912
41	FL Beach Partnership	30889/540
42	HPP Holdings, LLC	30690/1489
43	John Vincent, Arleen Vincent	22529/55
44	The American Resort Coalition, Inc.	28904/506
45	The American Resort Coalition, Inc.	28904/506
46	The American Resort Coalition, Inc.	28904/506
47	Michael R. Henry, Debra K. Henry	3951/220
48	HPP Holdings, LLC	30690/1489
49	HPP Holdings, LLC, Berkeley Federal Savings and Loan Association	30690/1489, 4990/1510
50	HPP Holdings, LLC, Robert E. Mathias, Kathleen M. Mathias, Cathi M. Murphy	30690/1489; 18418/0185; 8545/792
51	Martin C. Lanoue, Bernadette M. Lanoue	8543/732
52	Richard H. Swick, Karen R. Swick, James H. Swick, Mary Van Solkema	21623/1902; 6720/158

COMPOSITE EXHIBIT “B”
Schedule B-8: UNIT 108

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	HPP Holdings, LLC	30778/598
2	HPP Holdings, LLC	30778/598
3	Jack P. Winger, and his successors in trust, as Trustee under a written trust agreement created by Jack P. Wigner, Grantor dated May 20, 2004	18253/1462
4	Robbie C. Spenser, Frieda S. Spencer	5497/1946
5	Sing W. Li	12263/96
6	Herbert J. Schoellkopf, Judy J. Schoellkopf, Carl H. Kuhl, Jr.	25237/0879; 6450/699
7	Herbert J. Schoellkopf, Judy J. Schoellkopf, Carl H. Kuhl, Jr.	25237/0879; 6450/699
8	Kenneth R. Campbell, Susan L. Campbell	6023/32
9	HPP Holdings, LLC	30690/1489
10	HPP Holdings, LLC	30690/1489
11	Kenneth L. Milhem, Alberta S. Milhem	23951/1191
12	Billy L. McKern, Eloise McKern	6013/132
13	HPP Holdings, LLC	30690/1489
14	Craig A. Moddell	5654/746
15	HP Holdings, LLC, Gerald Maples, Paige Maples	30690/1489, 26023/936
16	Bernard Denman, Candice Denman	17880/0407
17	HPP Holdings, LLC	30690/1489
18	Julie A. Viera	30204/1505
19	Charles Elliott Osmon	21358/320
20	HPP Holdings, LLC	30690/1489
21	HPP Holdings, LLC	30690/1489
22	HPP Holdings, LLC	30690/1489
23	FL Beach Partnership	30802/1629
24	HPP Holdings, LLC	30690/1489
25	FL Beach Partnership	31191/1296
26	Frank James Wagner	10436/1555
27	HPP Holdings, LLC	30690/1489
28	HPP Holdings, LLC	30690/1489
29	FL Beach Partnership; Arnold W. Holtz or Mary K. Holtz, Trustees, under the Holtz Living Trust dated August 22, 2008	30889/540; 22873/0073
30	Christine C. Edwards	5963/1534
31	FL Beach Partnership	31222/231
32	HPP Holdings, LLC	30690/1489
33	Ty G. Davidson, Cynthia Davidson	6070/1968
34	Ty G. Davidson, Cynthia Davidson	6070/1969
35	Luke P. Zimmerman, Caitlin E. Petrizzi	27142/1854

36	Phillip W. Lewis, Donna M. Lewis	3997/487
37	HPP Holdings, LLC	30690/1489
38	PB Vacation Weeks, Inc.	5969/1194
39	HPP Holdings, LLC	30690/1489
40	Richard A. Skrypek, Cynthia D. Gardner-Skrypek	5901/1071
41	Marshall Emrick	5815/622
42	Angela N. Myszenski, Michelle K. Brady	6013/128
43	HPP Holdings, LLC, Richard W. Alcorn	30690/1489; 5963/1570
44	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Sylvia M. Crooks; Verone Nelson	5815/614, 25611/1671
45	Ilda Rivera, Gabriel Laborde	27271/1122
46	HPP Holdings, LLC	30690/1489
47	Rosemary C. Catalano, Alexander Catalano, Frances C. Catalano	10770/64; 6349/1343
48	Rosemary C. Catalano	25725/1831
49	HPP Holdings, LLC	30690/1489
50	Clifton A. Klabunde	10286/557
51	FL Beach Partnership; Jeffrey Kublin	31101/906; 6376/84
52	John J. Kaitz, Lorraine Kaitz	5654/1048

COMPOSITE EXHIBIT “B”
Schedule B-9: UNIT 109

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	HPP Holdings, LLC, Carl H. Kuhl	30690/1489; 24215/0143; 4895/0532
2	Unknown Trustee(s) of Lucy Hancock Neal Revocable Trust	12562/793
3	Nancy Miller	8541/667
4	Robert A. Buck, Jane M. Buck	8545/764
5	Tovir Pagerat	29972/222
6	Gary E. Free, Kimberly G. Free	8203/1842
7	Joseph Trelli, Phyllis Fox	27469/1145
8	Thomas Yaylaian, Margaret Yaylaian	12635/1206
9	Marvin Tolkin, Carole Tolkin, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Emilyn C. Gaudreau	28271/1249; 5674/1262
10	Shawn Gaudreau, Angela Gaudreau, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Emilyn C. Gaudreau	29011/0036; 5674/1262
11	Donald L. Westerfield, Mary L. Westerfield	22637/1000
12	Mark W. Joseph, Linda S. Joseph	26850/0072
13	Edward McCarthy, Elizabeth McCarthy	21644/1613
14	Edward McCarthy, Elizabeth McCarthy	27484/1053
15	Valarie Campos, Michelle Marcotte	28671/355
16	Peggy I. Lurtz	25099/0148
17	David Arthur Faulkner, Maryann Faulkner	23974/0721
18	Barbara J. Nezelek, Catherine A. Sychtysz	5963/1610
19	Richard A. Strong; Anna Strong, Trustee of the Anna M. Strong Living Trust dated July 20, 1992	14005/0341; 8994/106
20	HPP Holdings, LLC, Roy M. Strong and Judith A. Strong, Trustees under the Roy M. Strong Living Trust dated January 3, 2002	30690/1489; 14005/0343
21	FL Beach Partnership	31025/417; 31025/429
22	HPP Holdings, LLC	20690/1489;
23	Christopher J. Perry, Susan A. Perry	5895/673
24	David A. Denmark, Kimberly W. Denmark	6023/36
25	HPP Holdings, LLC	30690/1489
26	FL Beach Partnership	30901/1873

27	FL Beach Partnership, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Emorfia Barker Stone	31184/1040; 3933/1115
28	HPP Holdings, LLC	30690/1489
29	Felipe G. Calzadilla, Vicenta Calzadilla	26043/0506
30	Jeffery M. Pratt, Bethany S. Gerry	25140/1925
31	HPP Holdings, LLC, AR-CEE Impressions	30690/1489; 5209/741
32	HPP Holdings, LLC	30690/1489
33	FL Beach Partnership	31171/833
34	FL Beach Partnership	30889/540
35	HPP Holdings, LLC	30690/1489
36	FL Beach Partnership; Janice O. Yu a/k/a Janice O. Tecson	31080/1343; 5963/1526
37	Johnnie W. Butts, Rachel N. Butts	5657/1935
38	P.B. Vacation Weeks, Inc.	5969/1194
39	HPP Holdings, LLC	30690/1489
40	David A. Kowalewski, Jr.	8306/964
41	HPP Holdings, LLC	30690/1489
42	Janice . Hench, Jacob Hench, Carli Hench	29674/824
43	Mary Mansfield Murray	9079/1881
44	Edward W. Kennedy, Louise E. Kennedy, David C. Gray and Diane J. Gray, trustees of the Gray Family Trust dated December 28, 1994	15509/1770; 8602/286
45	FL Beach Partnership, David C. Gray and Diane J. Gray, Trustees of the Gray Family Trust Dated December 28, 1994	31191/1296; 8602/286
46	FL Beach Partnership	31205/876
47	Charlene Clark, PB Vacation Weeks	8495/1564; 6316/1824
48	HPP Holdings, LLC	30690/1489
49	Gary A. Bacher, Gail M. Bacher	5969/1194; 3997/515
50	HPP Holdings, LLC	30690/1489
51	Joel Hollander, Barbara Hollander	25929/1490
52	Joel M. Berg	25725/1832

COMPOSITE EXHIBIT “B”
Schedule B-10: UNIT 110

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	HPP Holdings, LLC	30690/1489
2	HPP Holdings, LLC	30690/1489
3	FL Beach Partnership	31191/1296
4	Philip E. Johnson	8270/1579
5	Philip E. Johnson	8270/1579
6	Leslie E. Lies, Linda I. Lies	12205/873
7	Leah M. Yaylaian, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Lois A. Waskowski	26190/1904; 9177/811
8	Rodney Caulkins	26029/473
9	Diana Hackney	9053/1985
10	Bernie Haughian	22758/1421
11	Kevin Reynolds, Constance Reynolds	29906/791
12	HPP Holdings, LLC	30690/1489
13	Nicolas L. Bozen, Darcel F. Bozen	27499/769
14	Richard E. Larimore, Jr., Nora Larimore	8547/381
15	HPP Holdings, LLC	30690/1489
16	Michael J. Schmitt	8543/742
17	Isabelle Boutin, Paul Dupont-Herbert	21251/1216
18	Lagrant Johnson; Unknown trustees of the Elanie C. Bennett Revocable Trust dated November 1, 1997	26977/1331; 10087/740
19	HPP Holdings, LLC	30690/1489
20	HPP Holdings, LLC	30690/1489
21	HPP Holdings, LLC	30690/1489
22	Gary Willhite, Shirley Willhite	6714/1353
23	HPP Holdings, LLC	30690/1489
24	William Hanselman, Mary Ann Hanselman	6714/1261
25	Charles L. Bailey, Pauline R. Bailey	6714/1320
26	HPP Holdings, LLC; Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Kathryn E. Jenkins	30690/1489, 7125/1476
27	Thomas Palmer, Jr.	27884/28
28	Judy C. Lyons	6843/849
29	HPP Holdings, LLC	30690/1489
30	HPP Holdings, LLC	30690/1489
31	William A. Joyner, Yolanda Tirado	27302/1378
32	Richard Shinkaruk, Cheryl Shinkaruk	12156/558
33	FL Beach Partnership	31705/1245
34	Steven R. Smucker, Leona E. Smucker	9298/1669

35	Ernestine Whittington; Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Teresa June Raike	26258/1804; 27191/539; 14248/1052
36	HPP Holdings, LLC	30690/1489
37	HPP Holdings, LLC	30690/1489
38	PB Vacation Weeks, Inc.	5969/1194
39	HPP Holdings, LLC	30690/1489
40	FL Beach Partnership, LLC	30889/540
41	HPP Holdings, LLC	30690/1489
42	Daniel D. Green, Frances Green, Rose Green	6791/313
43	HPP Holdings, LLC	30690/1489
44	HPP Holdings, LLC	30690/1489
45	HPP Holdings, LLC	30690/1489
46	Virginia R. Battista	11995/158
47	HPP Holdings, LLC	30690/1489
48	HPP Holdings, LLC	30690/1489
49	FL Beach Partnership	3128/1688
50	Patricia Johnson	9416/1448
51	HPP Holdings, LLC	30690/1489
52	FL Beach Partnership, Unknown Trustee of Muf Family Trust	31171/1713; 9657/1603

COMPOSITE EXHIBIT “B”
Schedule B-11: UNIT 111

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	HPP Holdings, LLC, Edwin Kenrick, Sharon Kenrick TTEE, Edwin Kenrick 1999 Rev. Tr. U/A 12/14/99	30690/1489; 21623/1968
2	Jean Paul Couture, Marie Jeanne Couture	15760/141
3	Thomas J. Sergio, Maryanne Sergio	29306/1244
4	Marina Bay & Midler Services, LLC	29250/911
5	Leland H. Short, Annamarie Short	12382/841
6	Leland H. Short & Annamarie Short	12382/841
7	Leland H. Short & Annamarie Short	24546/811
8	Leland H. Short & Annamarie Short	24546/811
9	Kenneth L. Milhem, Alberta Milhem	22503/1319
10	Scott Wurtemberger, Darlene Wurtemberger	21350/528
11	Walter Bialas, Patricia Bialas	27171/154
12	Gary M. Bowman, Jacqueline L. Bowman	928/1647
13	FL Beach Partnership	31084/786
14	Steven R. Darnell, Cathy S. Darnell	5445/1283
15	Richard Rice, Debra Dunville	26131/174
16	Isabelle Boutin, Paul Dupont-Hebert	29336/1673
17	Robert E. Woods, Wanda V. Woods	7106/946
18	Vincent Gaskin	29310/1283
19	HPP Holdings, LLC	30690/1489
20	HPP Holdings, LLC	30690/1489
21	HPP Holdings, LLC	30690/1489
22	Larry W. Boles, Peggy S. Boles	7956/333
23	FL Beach Partnership	30889/540
24	FL Beach Partnership	31191/1296
25	Daniel T. Hendricks, Brenda A. Hendricks	8156/190
26	FL Beach Partnership	30970/1733
27	Johnny Roy Johnson, Barbara B. Johnson	5809/931
28	HPP Holdings, LLC	30690/1489
29	HPP Holdings, LLC	30690/1489
30	HPP Holdings, LLC	30690/1489
31	HPP Holdings, LLC	30690/1489
32	Lamar Thompson, Mable Newell Thompson	5901/1079
33	HPP Holdings, LLC	30690/1489
34	FL Beach Partnership	31191/1296
35	HPP Holdings, LLC	30690/1489
36	Jackie Sue Smith	6700/16
37	HPP Holdings, LLC	30690/1489
38	PB Vacation Weeks, Inc.	5969/1194
39	HPP Holdings, LLC	30690/1489
40	HPP Holdings, LLC	30690/1489

41	HPP Holdings, LLC	30690/1489
42	Todd Johannsen, Wanda Johannsen	6714/1331
43	HPP Holdings, LLC	30690/1489
44	Horace Ames, Jr., Ruth M. Ames, Jr.	10922/1222
45	HPP Holdings, LLC	30690/1489
46	HPP Holdings, LLC, Timeshare Holding Company, LLC	30690/1489, 22265/0759
47	Thomas Fred Quick, Linda Dove Quick, HPP Holdings, LLC	4021/34; 30690/1489
48	Stella J. Bassett	11493/57
49	Stella J. Bassett	11493/57
50	HPP Holdings, LLC	30690/1489
51	David Gottlieb, Arlene Gottlieb	28835/331
52	David Gottlieb, Arlene Gottlieb	10966/1404

COMPOSITE EXHIBIT “B”
Schedule B-12: UNIT 112

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	Stephen John Stanley, Camilla Cleeton-Stanley	31023/992
2	Billy W. Hogue	7272/1375
3	Paul E. Lemke	8543/692
4	Alexander Macleod, Mary J. Macleod	19951/1849
5	Stephen M. Tiger, Yvette Tiger	14163/1309
6	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Lois A. Waskowski, Joseph E. Trelli	26757/0545 ; 9177/799
7	HPP Holdings, LLC	30690/1489
8	Enoch Malkasian, Claire A. Malkasian	22995/1237
9	HPP Holdings, LLC	30690/1489
10	Leilanie in Trust	25228/541
11	Scott Wurtemberger, Darlene Wurtemberger	21350/526
12	Joann Hart, Justin Adamkiewicz	30022/710
13	FL Beach Partnership	31068/1153
14	Thomas J. Sergio, Maryanne Sergio	29159/974
15	David Stoinski, Nancy Stoinsky	27099/1791
16	Yetta M. Ruiz a/k/a Yetta Ruiz Hai	8547/299
17	HPP Holdings, LLC	30690/1489
18	HPP Holdings, LLC	30690/1489
19	HPP Holdings, LLC	30690/1489
20	Francis M. Tinker, Susan M. Tinker, Floyd C. Tinker	16654/1300; 7125/1470
21	HPP Holdings, LLC	30690/1489
22	Hershel F. Oxford, Marjorie H. Oxford, as Trustees of the Oxford trust dated September 6, 2002, Brent A. Wellwood	14198/1295; 29732/1911
23	HPP Holdings, LLC	30690/1489
24	Steven L. Lawson, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Patricia A. Lawson	7106/928
25	Anthony Savino, Felice Savino, John G. Marciano	21154/1295; 7121/184
26	HPP Holdings, LLC	30690/1489
27	HPP Holdings, LLC	30690/1489
28	HPP Holdings, LLC	30690/1489
29	Sonya J. Martens	7119/1810
30	John J. Toma	6843/980
31	FL Beach Partnership	310644/1019
32	HPP Holdings, LLC	30690/1489
33	Martin Zavala, Genine Zavala	27142/1852
34	HPP Holdings, LLC	30690/1489

35	HPP Holdings, LLC	30690/1489
36	Dean R. Wood, Cheri K. Wood	3996/690
37	HPP Holdings, LLC, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Gladys Thompson, Arthur Metzger.	30690/1489; 7272/1566
38	PB Vacation Weeks, Inc.	4605/1467; 5969/1194
39	Susan Reeves	7007/851
40	Jewel Howard	22649/1661
41	HPP Holdings, LLC	30690/1489
42	Paul M. Stankavich, Arlene F. Stankavich	7272/1556
43	HPP Holdings, LLC	30690/1489
44	HPP Holdings, LLC	30690/1489
45	Debora B. Cunningham, Robert V. Wilson	27342/90
46	HPP Holdings, LLC	30690/1489
47	HPP Holdings, LLC	30690/1489
48	HPP Holdings, LLC	30690/1489
49	HPP Holdings, LLC, ILEX Properties Services, Inc.	30690/1489; 4096/243
50	James Rood	9416/1442
51	Norbert Krzak, Mary Ann Krzak	8545/772
52	Stephen John Stanley, Camilla Cleeton-Stanley	31023/992

COMPOSITE EXHIBIT “B”
Schedule B-13: UNIT 201

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	Unknown Trustees of the Shomo Family Trust	16696/1948
2	Roger C. Hurd	3754/1689
3	HPP Holdings, LLC	30690/1489
4	Robert Stanfield, Jr.	27037/1732
5	Robert T. Stanfield, Jr.	21958/135
6	Robert T. Stanfield, Jr.	21958/135
7	Rodney D. Caulkins	15557/1539
8	Bernie Haughian	22758/1451
9	Gerald R. Joyce, Felice Taub-Joyce	25857/1167
10	Walter J. Stack and Evelyn J. Stack, as Trustees of the Stack Living Trust dated June 24, 1994	22042/164
11	Walter J. Stack and Evelyn J. Stack, as Trustees of the Stack Living Trust dated June 24, 1994	22042/164
12	Walter J. Stack and Evelyn J. Stack, as Trustees of the Stack Living Trust dated June 24, 1994	22042/164
13	Helen Searcy Holmberg, Eric Charles Holmberg	30485/901
14	Helen Searcy Holmberg, Eric Charles Holmberg	30485/901
15	William J. Barbieri, Lois M. Barbieri, Dr. Ward Forrest Brunson, Hellen Brunson	27810/258; 3699/1768
16	William J. Barbieri, Lois M. Barbieri	27810/257
17	Nancy Lewis, The Palm Beach Resort and Beach Club Condominium Association, Inc., William J. Lewis	27041/588, 7106/880
18	Bernard Larroque, Douglas R. Funnell	23630/436, 12655/479
19	HPP Holdings, LLC	30690/1489
20	The American Resort Coalition, Inc., FL Beach Partnership	28904/506; 30889/504
21	The American Resort Coalition, Inc.	28904/506
22	Barbara Samuels	11360/1813
23	HPP Holdings, LLC, Michelle T. Rouse	30690/1489, 6618/393
24	Fred H. Yankee as Trustee of the Fred Yankee Living Trust dated July 31, 2000	22794/1437
25	HPP Holdings, LLC	30690/1489
26	HPP Holdings, LLC	30690/1489
27	HPP Holdings, LLC	30690/1489
28	Charles E. Cloutier, Susanna D. Cloutier	3699/1785
29	Amar Shah, Allannah Jayne Shah	27010/295
30	Amar Shah, Allannah Jayne Shah	27010/295
31	William T. Brown, Nancy J. Brown	26421/544
32	HPP Holdings, LLC	30690/1489

33	HPP Holdings, LLC	30690/1489
34	HPP Holdings, LLC	30690/1489
35	David Laconte, Jennifer Laconte	26875/439
36	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Dorothy M. Martin, Melanie Reeder, Jeremy Reeder, Leslie Reeder, Martin Reeder	13737/1586, 28248/1384
37	Peter Krause, Brigitte Krause	17769/874
38	Palm Beach Resort and Beach Club Condominium Association, Sunny Brook Getaways, LLC	31536/151, 25123/0235
39	P.B. Vacation Weeks, Inc.	4605/1467; 5969/1194
40	Christin Holiday Ventures	22575/699
41	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Stanley L. Lake, Jr., Peter T. Juliano	11995/118; 23007/1196
42	FL Beach Partnership, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Doris J. Breese	30975/520, 6376/9
43	Sherry L. Hill, Bayliss E. Sharp, Sr.	27789/124
44	HPP Holdings, LLC	30690/1489
45	HPP Holdings, LLC	30690/1489
46	HPP Holdings, LLC	30690/1489
47	Wayne Klassen, Linda Klassen	3765/1950
48	Craig D. Sherrill	7106/1039
49	James W. Hancock, III, Kathy W. Hancock, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Roy M. Jones	22684/1626, 3997/0535
50	HPP Holdings, LLC	30690/1489
51	Maxine Ravech	5654/759
52	HPP Holdings, LLC	30690/1489

COMPOSITE EXHIBIT “B”
Schedule B-14: UNIT 202

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	HPP Holdings, LLC	30690/1489
2	FL Beach Partnership	31778/1195
3	Alice F. St. Pierre	4895/549
4	Arthur A. Russ, Jr., Audrey G. Russ	6652/314
5	Arthur A. Russ, Jr., Audrey G. Russ	6652/316
6	Arthur. A. Russ, Audrey G. Russ	3897/1322
7	Berkeley Federal Savings and Loan Association, Arthur A. Russ, Jr., Audrey G. Russ	4945/283; 5281/558
8	Berkeley Federal Savings and Loan Association, Arthur A. Russ, Jr., Audrey G. Russ	4945/283; 5426/664
9	Arthur A. Russ, Audrey G. Russ, Norman Feldman, Linda Feldman	6644/1142; 6845/1072
10	Arthur A. Russ, Audrey G. Russ	26025/1432
11	Arthur A. Russ, Audrey G. Russ	27499/365
12	Gary F. Martin, Angela M. Martin, Gary A. Martin, Jennifer M. Riedman	25203/304
13	Edwin Kenrick, Sharon Kenrick, TTEE, Edwin Kenrick 1999 Rev. Tr. U/A 12/14/99	21623/1968
14	Edwin Kenrick, Sharon Kenrick, TTEE, Edwin Kenrick 1999 Rev. Tr. U/A 12/14/99	21623/1969
15	Edwin Kenrick, Sharon Kenrick, TTEE, Edwin Kenrick 1999 Rev. Tr. U/A 12/14/99	28026/1298
16	Donald T. McMillan, Jacquelyn S. McMillan, Trustees of the Donald T. McMillan and Jacquelyn S. McMillan Trust Agreement dated February 16, 2006; Unknown Trustees of the Peggy I. Lurtz Revocable Living Trust	20084/1433; 30822/1675
17	Jose Mediavilla Prado, Anabis M. Robinson Irizarry	7106/1018
18	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Maxine T. Druker, FL Beach Partnership	6023/4, 31191/1296
19	FL Beach Partnership	31191/1296
20	FL Beach Partnership	30889/540
21	Angelita A. Jennings	6599/1755
22	Wesley Poteet	25409/1002
23	Wesley Poteet	25409/1002
24	Stan Cool, Karen Cook	25347/871
25	HPP Holdings, LLC	30690/1489
26	FL Beach Partnership	31217/774
27	HPP Holdings, LLC	30690/1489

28	HPP Holdings, LLC	30690/1489
29	Mary E. Novitsky, Trustee, Mary E. Novtisky Trust dated December 8, 2011; Mary E. Mills	25032/1149, 24304/1344
30	Julie Anne Gaffney, Michael John Gaffney	12998/72
31	FL Beach Partnership	31191/1296
32	HPP Holdings, LLC	30690/1489
33	HPP Holdings, LLC	30690/1489
34	HPP Holdings, LLC	30690/1489
35	HPP Holdings, LLC	30690/1489
36	HPP Holdings, LLC	30690/1489
37	HPP Holdings, LLC	30690/1489
38	HPP Holdings, LLC	30690/1489
39	P.B. Vacation Weeks, Inc.	5969/1194
40	HPP Holdings, LLC	30690/1489
41	HPP Holdings, LLC	30690/1489
42	HPP Holdings, LLC	30690/1489
43	HPP Holdings, LLC	30690/1489
44	Steven H. Azzaro, Jane E. Azzaro	29591/393
45	Steven H. Azzaro, Jane E. Azzaro	29591/393
46	John J. Ferguson, Lenette M. Ferguson	6485/1741
47	Unknown Trustee, Leilanie in Trust, P.B. Vacation Weeks	25228/0539, 5969/1194
48	HPP Holdings, LLC	30690/1489
49	HPP Holdings, LLC	30690/1489
50	Gregg P. Woodes, Karen G. Woodes	21312/0569
51	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Jack Hirschhorn, FL Beach Partnership	3772/0774, 31088/879
52	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Jack Hirschhorn, FL Beach Partnership	3772/0774, 31088/879

COMPOSITE EXHIBIT “B”
Schedule B-15: UNIT 203

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	FL Beach Partnership, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against George R. Jones	31623/385, 6137/1404
2	Joseph F. Cimini, Mary Francis Cimini	14498/1952
3	Alexander Krakovsky, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against George C. Bird	30802/1766, 3933/1147
4	John R. Shomo and Sylvia J. Shomo, Trustees of the Shomo Family Trust	11474/491; 16696/1948
5	John R. Shomo and Sylvia J. Shomo, Trustees of the Shomo Family Trust	11474/491; 16696/1948
6	John R. Shomo and Sylvia J. Shomo, Trustees of the Shomo Family Trust	11474/491; 16696/1948
7	Edwin Kenrick, Sharon Kenrick, TTE, Edwin Kenrick 1999 Rev Tr U/A 12/14/99	21623/1969
8	Edwin Kenrick, Sharon Kenrick, TTE, Edwin Kenrick 1999 Rev Tr U/A 12/14/99	21623/1969
9	Thomas Yaylaian, Margaret Yaylaian	12635/1206
10	Phillip J. Sandler, Lucy A. Sandler	11447/1873
11	Phillip J. Sandler, Lucy A. Sandler	11447/1873
12	HPP Holdings, LLC	30690/1489
13	Jeffrey Pogrant, Corrine Pogrant	29799/1504
14	Nicholas Bozen, Darcel Bozen	25228/193
15	HPP Holdings, LLC	30690/1489
16	Dorothy Grotschel	3933/1127
17	Patrick William Gardner, Amy Joan Gardner	22858/1654
18	Roseanne M. Champlin	27271/1123
19	HPP Holdings, LLC	30690/1489
20	HPP Holdings, LLC	30690/1489
21	HPP Holdings, LLC	30690/1489
22	Carol P. Crilley, Mary Lous Baur, Elaine Behrmann	21869/1411, 5342/1990
23	HPP Holdings, LLC	30690/1489
24	HPP Holdings, LLC	30690/1489
25	HPP Holdings, LLC	30690/1489
26	HPP Holdings, LLC	30690/1489
27	HPP Holdings, LLC	30690/1489
28	Robert W. Mason, Jr., Julianne V. Mason	8857/1974

29	Lori Bryan and Gary Bryan as Co-Trustees of the Lori Bryan Trust dated 02/08/02	14207/1634
30	FL Beach Partnership	30889/540
31	FL Beach Partnership	30889/540
32	Todd Kennedy, Karen Kennedy, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Joan Schott	11394/1229, 4826/0572
33	HPP Holdings, LLC	30690/1489
34	HPP Holdings, LLC	30690/1489
35	HPP Holdings, LLC	30690/1489
36	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Gertrude Sibley	3790/112
37	HPP Holdings, LLC, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Rev. W. A. Schiele	30690/1489; 3729/1068
38	FL Beach Partnership	30977/422
39	P.B. Vacation Weeks, Inc.	4605/1467; 5969/1194
40	HPP Holdings, LLC	30690/1489
41	FL Beach Partnership	31287/1056
42	HPP Holdings, LLC	30690/1489
43	HPP Holdings, LLC	30690/1489
44	HPP Holdings, LLC	30690/1489
45	HPP Holdings, LLC	30690/1489
46	Palm Beach Resort & Beach Club Condominium Association	31536/1052
47	HPP Holdings, LLC	30690/1489
48	HPP Holdings, LLC	30690/1489
49	George J. Dupont, Jr.	11200/932
50	HPP Holdings, LLC, The Palm Beach Resort and Beach Club Condominium Association, Inc.	30690/1489; 28087/571
51	HPP Holdings, LLC	30690/1489
52	The American Resort Coalition, Inc., John T. Helvie	28904/506; 3780/1260

COMPOSITE EXHIBIT “B”
Schedule B-16: UNIT 204

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	Anthony Andriola, Jane Muhlstock	25806/1986
2	Anthony Andriola, Jane Muhlstock	25806/1986
3	Jane Mulstock, Anthony Andriola	30113/1933
4	Rodney D. Caulkins	12210/409
5	Anthony Andriola, Jane Muhlstock	29142/1400
6	Anthony Andriola, Jane Mhlstock	29142/1400
7	Paul W. Grieselhuber, Charlotte B. Grieselhuber	9419/1295
8	Paul W. Grieselhuber, Charlotte B. Grieselhuber	9419/1295
9	Anthony W. Frohlich, Candace P. Frohlich	18213/1467
10	The Shomo Family Trust, dated June 4, 2003, John Richard Shomo and Sylvia Jean Shomo, Trustors and/or Trustees	24467/1338
11	The Shomo Family Trust, dated June 4, 2003, John Richard Shomo and Sylvia Jean Shomo, Trustors and/or Trustees	24467/1338
12	HPP Holdings, LLC	30690/1489
13	Linda Carrick	25106/581
14	Robert D. Kirk, Lisa A. Carrick	25154/289
15	John J. Reinders, Kathy A. Reinders	26856/1603
16	John J. Reinders, Kathy A. Reinders	26856/1603
17	HPP Holdings, LLC	30690/1489
18	HPP Holdings, LLC	30690/1489
19	HPP Holdings, LLC	30690/1489
20	HPP Holdings, LLC	30690/1489
21	Jeffrey Fayerman	12084/1531
22	HPP Holdings, LLC	30690/1489
23	Dennis J. Dupree, Paula S. Dupree	3938/1890
24	HPP Holdings, LLC	30690/1489
25	Adam S. Arffa, Helen J. Arffa	3997/563
26	Allen G. Kneeland, Priscilla M. Kneeland	3822/901
27	Trent C. Tucker, Richard J. Price	25409/1000
28	Obdulia Dolly P. Alfonso	25468/71
29	Unkown Trustee of Leilanie in Trust	25228/540
30	Fred Stump	5197/1466
31	Charles B. Fantauzza, Ruth B. Fantauzza	3930/1709
32	Charles B. Fantauzza, Ruth B. Fantauzza	3930/1709
33	HPP Holdings, Berkeley Federal Savings and Loan Association	30690/1489; 4377/1223
34	Brian Radam, Kathy Radam, Paul H. Cook	29067/711; 3951/236
35	Christine R. Woodbury, Mark D. Woodbury	27342/83
36	Peter Bernardo; Joseph Russo	24636/1521; 16136/1946
37	HPP Holdings, LLC	30690/1489

38	HPP Holdings, LLC	30690/1489
39	P.B. Vacation Weeks, LLC	4605/1467
40	HPP Holdings, LLC	30690/1489
41	Deborah A. Miller Kahles	29516/595
42	Deborah A. Miller Kahles	29516/595
43	HPP Holdings, LLC, Ocwen Federal Bank FSB, f/k/a Berkeley Federal Bank & Trust FSB	30690/1489; 10524/54
44	William J. Reed, Anice M. Reed	3997/527
45	HPP Holdings, LLC	30690/1489
46	William R. Perry, Vincent A. Manfredi	3842/1311
47	HPP Holdings, LLC	30690/1489
48	HPP Holdings, LLC	30690/1489
49	William R. Roberts, Trustee and Mary L. Roberts, Trustee, of the William and Mary Roberts Revocable Trust dated 10/7/1997	10037/1933
50	HPP Holdings, LLC	30690/1489
51	FL Beach Partnership	31191/1296
52	Joel Hollander, Barbara Hollander	30215/1006

COMPOSITE EXHIBIT "B"
Schedule B-17: UNIT 205

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	Unknown Successor Trustee for Edwin Kenrick, Sharon Kenrick, TTE, Edwin Kenrick 1999 Rev. Tr. U/A 12/14/99	27939/1566
2	Palm Beach Resort and Beach Club Condominium Association, Inc.	21776/1309
3	Unknown Successor Trustee for Edwin Kenrick, Sharon Kenrick TTEE, Edwin Kenrick 1999 Rev. Tr. U/A/ 12/14/99	21623/1969
4	Unknown Successor Trustee for Edwin Kenrick, Sharon Kenrick TTEE, Edwin Kenrick 1999 Rev. Tr. U/A/ 12/14/99	21623/1969
5	Unknown Successor Trustee for Edwin Kenrick, Sharon Kenrick TTEE, Edwin Kenrick 1999 Rev. Tr. U/A/ 12/14/99	21623/1969
6	Unknown Successor Trustee for Edwin Kenrick, Sharon Kenrick TTEE, Edwin Kenrick 1999 Rev. Tr. U/A/ 12/14/99	21623/1969
7	Susi Gardner	11879/662
8	Susi Gardner	11879/662
9	Unknown Successor Trustee for Edwin Kenrick, Sharon Kenrick TTEE, Edwin Kenrick 1999 Rev. Tr. U/A/ 12/14/99	27810/259
10	Unknown Successor Trustee for Edwin Kenrick, Sharon Kenrick TTEE, Edwin Kenrick 1999 Rev. Tr. U/A/ 12/14/99	21623/1969
11	Unknown Successor Trustee for Edwin Kenrick, Sharon Kenrick TTEE, Edwin Kenrick 1999 Rev. Tr. U/A/ 12/14/99	21623/1969
12	Unknown Successor Trustee for Edwin Kenrick, Sharon Kenrick TTEE, Edwin Kenrick 1999 Rev. Tr. U/A/ 12/14/99	21623/1969
13	Car-Koivisto	25048/291
14	Richard Rice, Debra Dunville	26481/68
15	Joseph P. Street	25414/606
16	Paul B. Dupont	5629/1451
17	Christopher Campbell, Barbie Campbell	20063/629
18	HPP Holdings, LLC	30690/1489
19	HPP Holdings, LLC	30690/1489
20	Julie Almasi, Annie Almasi, Palm Beach Resort and Beach Club Condominium Association, Inc.	30238/37, 12903/173
21	HPP Holdings, LLC	30690/1489
22	Michael W. Preus, Anna-Lisa Preus	5963/1554
23	HPP Holdings, LLC, Berkeley Federal Savings and Loan Association	30690/1489, 5017/609
24	Stanley D. Cool, Karen J. Cool	16696/1946
25	HPP Holdings, LLC	30690/1489
26	HPP Holdings, LLC	30690/1489
27	Jimmy Ballejo, Lisa A. Ballejo	27342/87
28	Wilbur J. Shannon, Roberta Shannon	14013/919
29	Wilbur J. Shannon, Roberta Shannon	14013/919

30	Shari Schneider	15873/1171
31	HPP Holdings, LLC, Berkeley Federal Savings and Loan Association, James G. Christensen, Shirley A. Christensen	30690/1489, 5017/616, 4015/223
32	John K. Chrisley, Gail D. Long	6542/650
33	HPP Holdings, LLC	30690/1489
34	Joseph M. Kocian, Jr.	6070/1972
35	HPP Holdings, LLC	30690/1489
36	Matthew A. Bernardo	31294/313
37	Gergory V. Chavious	22191/566
38	HPP Holdings, LLC	30690/1489
39	PB Vacation Weeks, Inc.	4605/1467, 5969/1194
40	HPP Holdings, LLC	30690/1489
41	HPP Holdings, LLC, Christopher J. Chrones	30690/1489, 11476/132
42	FL Beach Partnership, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Thomas B. Moore	31494/152, 4011/894
43	HPP Holdings, LLC	30690/1489
44	FL Beach Partnership, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Thomas B. Moore	31505/549, 4011/894
45	FL Beach Partnership, Christopher Distasio, John Florio, as Trustee of the John Florio Trust under a Living Trust Agreement dated January 14, 1992	31494/152, 14818/813, 7246/1128
46	Raymond Klewicki, Gail Klewicki, Jessica Klewicki	11947/1315
47	Michael F. Roncalli, Louise J. Roncalli	3822/907
48	George J. Dupont, Jr.	11200/899
49	HPP Holdings, LLC	30690/1489
50	HPP Holdings, LLC	30690/1489
51	Mark Alan Nelson, Denise Marie Nelson	8541/647
52	Joel Holllander, Barbara Hollander	25929/1490

COMPOSITE EXHIBIT “B”
Schedule B-18: UNIT 206

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Kenneth W. Adams, FL Beach Partnership	31778/1195, 7629/130
2	Edwin Kenrick and Sharon Kenrick, TTEE, Edwin Kenrick 1999 Rev. Tr. U/A 12/14/99, HPP Holdings, LLC	21623/1968; 30690/1489
3	Herbert J. Schoellkopf, Judy, J. Schoellkopf	22556/1959
4	Herbert J. Schoellkopf, Judy J. Schoellkopf	22556/1959
5	Margaret Yaylaian, Thomas Yaylaian	18424/0310
6	Warren Burgess, Shirley Burgess	27499/0368
7	Warren Burgess, Shirley Burgess, Leah E. Huchel	24911/0158
8	Warren Burgess, Shirley Burgess	23830/1572
9	Warren Burgess, Shirley Burgess	27485/1010
10	Walter J. Keys, Warren Burgess, Shirley Burgess	6071/20, 26481/0069
11	Jeffrey T. Pogrant, Corrine H. Pogrant	26837/1607
12	Sunny Isles Vacation Club, LLC	28729/1053
13	Sandra M. Readding	24980/1200
14	FL Beach Partnership	31191/1296
15	FL Beach Partnership	31191/1296
16	HPP Holdings, LLC	30690/1489
17	HPP Holdings, LLC	30690/1489
18	FL Beach Partnership	30808/1183
19	Sharon L. Phillips and D. Bret Phillips, Trustees, or their Successors in Trust, under the Sharon L. Phillips Living Trust dated May 25, 2004 and any Amendments	21059/1418
20	HPP Holdings, LLC	30690/1489
21	Mark Miclean, Patricia A. Miclean	22876/1182
22	Mark Miclean, Patricia A. Miclean	22876/1182
23	HPP Holdings, LLC	30690/1489
24	FL Beach Partnership	31492/0278
25	Larry E. Dover and Gloria L. Dover, as co-trustees of the Dover Living Trust u/a dated March 31, 2013	25950/1504
26	FL Beach Partnership	31241/0693
27	FL Beach Partnership	31241/0693
28	Clarissa M. Williams, Katee E. Lomonaco	27342/0088
29	Robert E. Perry, Jeane Ray Perry, HPP Holdings, LLC	3951/0160, 30690/1489
30	Kevin James Wilson Weir, Teresa A. Weir	13065/0603
31	Thomas A. Hickey, Kathy R. Hickey	22778/0084
32	Mark J. Juckett, Debra A. Juckett	3939/1906

33	Dachne Chen	6596/1112
34	Judith Ann Fritz	3997/0547
35	HPP Holdings, LLC	30690/1489
36	HPP Holdings, LLC	30690/1489
37	HPP Holdings, LLC	30690/1489
38	Jean P. Pierre, Erna Pierre, Jean Robert Pierre, Rose Mireille Pierre, HPP Holdings, LLC	13088/0817, 30690/1489
39	P.B. Vacation Weeks, Inc.	5969/1194
40	Debbie D. Wright	20888/0409
41	Osvaldo Alfonso, Jana Gail Alfonso, HPP Holdings, LLC	27212/1341, 30690/1489
42	HPP Holdings, LLC	30690/1489
43	HPP Holdings, LLC	30690/1489
44	John L. Guinan, Maryanne Guinan	25409/1001
45	Diana Magee, John L. Guinan, Maryanne Guinan	3951/0164, 25409/1001
46	Brian Baker, Sally baker, Ross Baker, Scott Baker	24219/0342
47	Mary Frances Jolley, HPP Holdings, LLC	3907/0050, 30690/1489
48	Michael Roncalli	10222/1261
49	HPP Holdings, LLC	30690/1489
50	HPP Holdings, LLC	30690/1489
51	Joel H. Hollander, Alan S. Hollander	30978/0428
52	Joel H. Hollander, Alan S. Hollander	30978/0428

COMPOSITE EXHIBIT “B”
Schedule B-19: UNIT 207

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	HPP Holdings, LLC	30690/1489
2	S. Irving Young, Pauline Young	30694/241
3	Andrea J. Marblestone	13997/54
4	John H. Baffa, Sally P. Baffa	16817/439
5	Ellen M. Gardner	24368/1637
6	Ellen M. Gardner	24368/1637
7	Karen Koopferstock	27810/0260
8	Jeffrey T. Pogrant, Corrine H. Pogrant	27902/1251
9	Scott Wurtemberger, Dalene Wurtemberger	29824/1377
10	Jean Marier, Helene Marier, France Marier	29280/1424
11	Jean Marier, Helene Marier, France Marier	29280/1438
12	Jeffrey T. Pogrant, Corrine Pogrant	29799/1623
13	Joseph Degiulio, Arlene Degiulio	26421/540
14	The Palm Beach Resort and Beach Club Condominium Association, Inc.	27041/588
15	HPP Holdings, LLC, Edward W. Stites and Mary D. Stites, Trustees under the Stites Living Trust dated 9-12-1995	30690/1489; 9121/1673
16	HPP Holdings, LLC	30690/1489
17	Rodger King	12223/648
18	HPP Holdings, LLC	30690/1489
19	HPP Holdings, LLC	30690/1489
20	John M. Greco, Sheri L. Krimmel	6023/20
21	FL Beach Partnership	30889/540
22	Robert K. Little, Carol R. Little, Richard S. Wilson, Brenda L. Wilson	6470/648
23	HPP Holdings, LLC, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Dagmar Muma	30690/1489, 22235/1596
24	Reed Land Properties, LLC	31612/1185
25	HPP Holdings, LLC	30690/1489
26	HPP Holdings, LLC	30690/1489
27	HPP Holdings, LLC	30690/1489
28	Marguerite Briggs, Timothy Briggs	23979/1573
29	FL Beach Partnership	31716/199
30	FL Beach Partnership	30889/540
31	Roy Ray Slayton, Millie M. Slayton	7636/955
32	HPP Holdings, LLC	30690/1489
33	Stephen Eslinger, Diane Eslinger	27142/1855
34	Michael R. Schnaider	6636/741
35	HPP Holdings, LLC	30690/1489

36	HPP Holdings, LLC	30690/1489
37	HPP Holdings, LLC	30690/1489
38	HPP Holdings, LLC	30690/1489
39	P.B. Vacation Weeks, Inc.	4605/1467
40	Water B. Paner, Anita H. Paner, TTEES Walter B. Paner Trust UA DTD 06/27/90	10424/708
41	Walter B. Paner and Anita H. Paner, TTEES Walter B. Paner Trust UA DTD 06/27/90	10424/708
42	Jeri D. Switzer	6169/1781
43	Thaddeus L. Kowalski, Sheila J. Kowalski	5963/1590
44	Terence A. Burling, Violet Burling	5426/1421
45	FL Beach Partnership	31065/1015
46	Leonard A. Dorman, Lynne G. Dorman	27342/86
47	William Germann, Linda Germann, Ralph Bohl & Sons Construction	22848/1092, 3859/1554
48	HPP Holdings, LLC	30690/1489
49	HPP Holdings, LLC	30690/1489
50	HPP Holdings, LLC	30690/1489
51	Alan S. Hollander, Debra A. Hollander	13001/1862
52	Alan S. Hollander, Debra A. Hollander	12108/597

COMPOSITE EXHIBIT “B”
Schedule B-20: UNIT 208

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	Carol J. Cusano, Kim Cusano-Brown, David A. Cusano	20329/32, 6485/1720
2	HPP Holdings, LLC	30690/1489
3	Richard Henry Beard, Jr., Lindaann M. Beard	29675/581, 5342/1883
4	Irene A. George	5060/331
5	HPP Holdings, LLC	30690/1489
6	Porter E. Littlefield, Margaret M. Littlefield	8543/787
7	Mark P. Higgins, Lori E. Higgins	31413/1500
8	Grace M. Sweeney, Terence P. Sweeney	29509/508
9	Diane G. Hebert, Trustee, or her Successors in Trust, under the Diane G. Hebert Living Trust, dated January 06, 2010 and any amendments thereto, and David P. Hebert, Trustee, or his Successors in Trust, under the David P. Hebert Living Trust, dated January 06, 2010 and any amendments thereto	27028/1959, 27028/1953
10	William J. Welsh, Deborah A. Welsh	21686/1459
11	Martha B. Fender	15192/572
12	Sandra M. Reading	24784/1288
13	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against James J. Barrett and Shirley Barrett, Robin Henne, Kimberly Macomber	5674/1288, 23566/1144
14	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against James J. Barrett and Shirley Barrett, Robin Henne, Kimberly Macomber	5443/895, 23566/1144
15	Irene A. George	6562/1434
16	HPP Holdings, LLC	30690/1489
17	Gregory J. Amitrano, Alice Amitrano	8224/1627
18	HPP Holdings, LLC	30690/1489
19	HPP Holdings, LLC	30690/1489
20	HPP Holdings, LLC	30690/1489
21	HPP Holdings, LLC,	30690/1489
22	HPP Holdings, LLC, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Frances H. Lemongelli	30690/1489, 5911/798
23	HPP Holdings, LLC	30690/1489
24	FL Beach Partnership	30889/540
25	HPP Holdings, LLC	30690/1489
26	FL Beach Partnership	30889/540
27	HPP Holdings, LLC	30690/1489

28	Jeff Rothmel, Julie Rausa	5426/674
29	HPP Holdings, LLC, National Foundation for Cancer Research, Inc.	30690/1489, 20257/1207
30	HPP Holdings, LLC	30690/1489
31	Dennis M. Spyker, Geraldine Spyker	4044/1557
32	HPP Holdings, LLC	30690/1489
33	HPP Holdings, LLC	30690/1489
34	HPP Holdings, LLC	30690/1489
35	HPP Holdings, LLC	30690/1489
36	HPP Holdings, LLC	30690/1489
37	HPP Holdings, LLC	30690/1489
38	P.B. Vacation Weeks, Inc.	5969/1194, 4605/1467
39	Otis O'Connor, Suzanne N. O'Connor	3922/123
40	HPP Holdings, LLC	30690/1489
41	HPP Holdings, LLC	30690/1489
42	Sonya E. Lunde, Kenneth David Anthony Tuach	27140/743
43	HPP Holdings, LLC	30690/1489
44	Cornelius H. Franklin, Jr.	29280/1510
45	William G. Raper, Mary G. Raper, Palm Beach Resort and Beach Club	22165/977, 6379/1248
46	HPP Holdings, LLC	30690/1489
47	Sharon Zaffino	3933/1119
48	HPP Holdings, LLC, Brinda K. Nadeau	30690/1489, 3909/51
49	HPP Holdings, LLC	30960/1489
50	HPP Holdings, LLC	30690/1489
51	Terence P. Stark, Donna M. Stark	8543/716
52	Paul Czerniak	9697/950

COMPOSITE EXHIBIT “B”
Schedule B-21: UNIT 209

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	HPP Holdings, LLC	30690/1489
2	Michael Brodney	26082/1214
3	S. Irving Young, Pauline Young	30694/0241
4	FL Beach Partnership	30894/1357
5	William Kalinowski, Trustee, Carey-O’Brien Family Revocable Trust u/d/a Dated September 15, 2017	29451/0639
6	Sherry L. Hill, Barliss E. Sharp, Sr., Conner Bookhammer, Schmidt, LP & LLC	27789/0196, 22363/817
7	Jeffrey T. Pogrant, Corrine H. Pogrant	26837/1607
8	Beverly A. Desrochers, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Barbara E. Jacobson	8543/0699
9	Suzanne Brodney	26082/1215
10	Kenneth L. Milhem, Alberta S. Milhem	22867/1978
11	Paul Duchnowski, Jane Duchnowski	10399/0094
12	HPP Holdings, LLC	30690/1489
13	HPP Holdings, LLC	30802/1681
14	HPP Holdings, LLC	30690/1489
15	William Sarvela, Junia L. Sarvela	6207/0758
16	HPP Holdings, LLC	30690/1489
17	FL Beach Partnership	30894/1357
18	Richard L. Stemmerman, Janet J. Stemmerman	21157/0431
19	HPP Holdings, LLC	30690/1489
20	HPP Holdings, LLC	30690/1489
21	HPP Holdings, LLC	30690/1489
22	Dave C. Martin a/k/a David C. Martin, Betty Sue Martin	6070/1984
23	Mark W. Giesler, Kimberly A. Giesler	6110/1544
24	Jewel D. Howard	6110/1526
25	Linda A. O’Neil, Gerald Benoit	27342/0089
26	Darrell H. Lee, Brenda D. Lee	3922/0127
27	HPP Holdings, LLC	30690/1489
28	HPP Holdings, LLC	30690/1489
29	Paul B. Dupont	5629/1451
30	FL Beach Partnership	31191/1296
31	HPP Holdings, LLC	30690/1489
32	HPP Holdings, LLC	30690/1489
33	FL Beach Partnership	31623/0385
34	Vladimir Freudenreich	6556/1525

35	Gerard J. Pelletier and Katherine H. Cooke, Trustees of the Gerard J. Pelletier Living Trust U/A dated April 15, 2008, FL Beach Partnership	22721/1593, 31191/1296
36	HPP Holdings, LLC	30960/1489
37	HPP Holdings, LLC	30690/1489
38	P.B. Vacation Weeks, Inc.	5969/1194
39	HPP Holdings, LLC	30690/1489
40	HPP Holdings, LLC	30690/1489
41	Lynn M. Chrostowski	6013/614
42	Henry J. Long, Jr. and Evelyn B. Long, Trustees or their Successors in Trust, under the Long Family Living Trust Agreement dated July 30, 1997, Jane A. Hagye	9926/0011, 17710/1250
43	HPP Holdings, LLC	30690/1489
44	HPP Holdings, LLC	30690/1489
45	Marijane Elliott, Theodore E. Sanders, Micheline Sanders	3955/0680, 5675/1950
46	HPP Holdings, LLC	30690/1489
47	Daniel L. Blair, Debra K. Blair	4015/0208
48	Linda C. Johnson	8806/1976
49	Berkeley Federal Savings and Loan Association, HPP Holdings, LLC	5017/0611, 30690/1489
50	Stephen Weigert	29598/0872
51	FL Beach Partnership	31191/1296
52	Maxine F. Ravech	5654/0759

COMPOSITE EXHIBIT “B”
Schedule B-22: UNIT 210

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	Stephen L. Weigert, Darcy A. Doiel	27667/1962
2	Mark A. Newton, Stacey L. Newton	7262/1042
3	Randy D. Alan, Carolyn M. Alan, Lucy Hancock Neal Revocable Trust/Lucy Hancock Neal as Trustee	5346/0049,30113/1936
4	Richard L. Bawinkel	5502/195
5	William Kalinowski, Trustee, Carey-O’Brien Family Irrevocable Trust U/D/T dated September 15, 2017	29451/642
6	HPP Holdings, LLC	30690/1489
7	Henry G. Brodacki, Betty A. Brodacki	6376/97
8	Diane G. Hebert, Trustee, or her Successors in Trust, under the Diana G. Hebert Living Trust, dated January 06, 2010 and any Amendments thereto and David P. Hebert, Trustee, or his Successors in Trust, under the David P. Hebert Living Trust, dated January 06, 2010 and any Amendments thereto	27028/1957, 27028/1951
9	HPP Holdings, LLC	30690/1489
10	Gary F. Martin, Angela Martin	20288/1255
11	Gary F. Martin, Angela Martin	20288/1255
12	William D. Dorge, Vicki L. Traina Dorge	5610/627
13	Kevin Reynolds, Donna Hart	27499/369
14	Lia Thornton, Tony Thornton, Richard H. Beard, Lindaann M. Beard	28835/336, 5654/1041
15	FL Beach Partnership	31582/1454
16	HPP Holdings, LLC	30690/1489
17	HPP Holdings, LLC	30690/1489
18	James E. Lundy, Deborah L. Lundy	3933/1155
19	HPP Holdings, LLC	30690/1489
20	FL Beach Partnership	31752/700
21	William E. Basari	5762/1363
22	John J. Sage, Laura L. Sage	11434/60
23	HPP Holdings, LLC	30690/1489
24	James E. Dunnick, Barbara A. Dunnick	24482/1383
25	Global Connections, Inc.	14053/1573
26	FL Beach Partnership	30889/540
27	HPP Holdings, LLC	30690/1489
28	HPP Holdings, LLC	30690/1489
29	HPP Holdings, LLC	30690/1489
30	HPP Holdings, LLC	30690/1489
31	HPP Holdings, LLC, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against William Matlby	30690/1489,5060/0265
32	Viktor Repik	17017/48

33	HPP Holdings, LLC	30690/1489
34	HPP Holdings, LLC	30690/1489
35	Carol L. Gustin, David B. Gustin	27090/65
36	Roxanne Gabel	26042/1753
37	HPP Holdings, LLC	30960/1489
38	P.B. Vacation Weeks, Inc.	5969/1194
39	Donna D. Lindner Revocable Trust under Agreement dated December 12, 2008 with full power and authority to protect, conserve and to sell, or to lease or to encumber, or otherwise manage and dispose of the real property described herein	23017/1903
40	Albert Dibenedetto, Joan L. Dibenedetto, Clarence E. Williams, Deloris B. Williams	6013/160, 3997/583
41	Sonya E. Lunde, Kenneth David Anthony Tuach	27140/743
42	HPP Holdings, LLC	30690/1489
43	HPP Holdings, LLC	30690/1489
44	HPP Holdings, LLC	30690/1489
45	Steven M. Pinard, Melissa B. Pinard	19871/422
46	Diane Dorish, Sam Dorish	12289/1224
47	FL Beach Partnership, Flora Hubner	31536/1596, 3933/1151
48	HPP Holdings, LLC	30690/1489
49	Linda C. Johnson	35725/1830
50	HPP Holdings, LLC	30690/1489
51	HPP Holdings, LLC	30690/1489
52	Rodger Gary Dill, Tommy Ray Dill	9530/702

COMPOSITE EXHIBIT “B”
Schedule B-23: UNIT 211

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	Dolores L. Boyd a/k/a Dolores Christmas	7106/907
2	Carolyn S. Mayo, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Marvin D. Mayo	14678/1517
3	Lucille E. Larkin	28046/0749
4	Lucille E. Larkin	28046/0749
5	Ronald W. Lees	7015/737
6	Fred Corsentino, Grace Corsentino	19957/1841
7	Fred Corsentino, Grace Corsentino	19957/1841
8	Gerald A. Yager, Barbara K. Yager, as initial Trustees of the Gerald A. and Barbara K. Yager Joint Revocable Trust dated February 8, 1999, Walter J. Bialas, Patricia A. Bialas	10955/480, 28113/1869
9	Gerald A. Yager and Barbara K. Yager, as initial Trustees of the Gerald A. and Barbara K. Yager Joint Revocable Trust dated February 8, 1999, Jeffrey T. Pogrant, Corrine H. Pogrant	10955/480, 26743/0040
10	Gerald A. Yager and Barbara K. Yager, as initial Trutees of the Gerald A. and Barbara K. Yager Joint Revocable Trust dated February 8, 1999, Jeffrey T. Pogrant, Corrine H. Pogrant	10955/480, 26743/0040
11	Walter N. Rosinski, Mary Ann Rosinski	19825/0800
12	James E. McNiff, Barbara A. McNiff	26979/1013
13	James E. McNiff, Barbara A. McNiff, The Fireside Registry, LLC	26481/0066, 24216/0967
14	Timothy J. Felice, Tara Ann Felice	8547/244
15	Marvin Gene Gustafson, Arlana C. Gustafson	8543/735
16	HPP Holdings, LLC	30690/1489
17	HPP Holdings, LLC	30690/1489
18	HPP Holdings, LLC	30690/1489
19	HPP Holdings, LLC	30690/1489
20	Daniel F. Swenson, Adrienne D. Swenson	7269/56
21	Michael Zarrella, Dorothy Zarrella	3984/1049
22	Dorothy Zaleski	27986/1289
23	HPP Holdings, LLC	30690/1489
24	HPP Holdings, LLC	30690/1489
25	FL Beach Partnership; Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Samuel J. Zambeto	31191/1296 ; 6074/1649, 6097/48
26	Lori Wagner, HPP Holdings, LLC	7973/1103, 30690/1489
27	Wendy Kay Foldes	28001/1938

28	HPP Holdings, LLC	30690/1489
29	HPP Holdings, LLC	30690/1489
30	HPP Holdings, LLC	30690/1489
31	HPP Holdings, LLC	30690/1489
32	William Fegyak, Carol Fegyak	6237/66
33	Earl C. Williams, Brenda A. Williams	6165/1283
34	HPP Holdings, LLC	30690/1489
35	HPP Holdings, LLC	30690/1489
36	HPP Holdings, LLC	30690/1489
37	James P. McQuillan	6485/1560
38	P.B. Vacation Weeks, Inc.	5969/1194
39	David Van Horn	10593/1914
40	FL Beach Partnership	31222/229
41	FL Beach Partnership	31222/230
42	Leslie H. Steidle	21776/1302
43	HPP Holdings, LLC; The Network Against Sexual and Domestic Abuse	30690/1489, 19547/1606
44	HPP Holdings, LLC	30690/1489
45	HPP Holdings, LLC	30690/1489
46	Linda C. Johnson	25725/1830
47	HPP Holdings, LLC, Berkeley Federal Savings and Loan Association	30690/1489, 4990/1502
48	Denise R. Hubbs	5969/1194, 3976/0472
49	William Hastey, Luann O. Hastey	3910/1730
50	HPP Holdings, LLC	30690/1489
51	Nancy B. Rombro	30818/981
52	Nancy B. Rombro	30818/981

COMPOSITE EXHIBIT “B”
Schedule B-24: UNIT 212

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	HPP Holdings, LLC	30690/1489
2	Tracy Ellen Weiser, The Estate of Sidney Weiser and Irene A. Weiser	27271/1334, 7269/77
3	Kenneth L. Milhem, Alberta A. Milehm	27108/1752
4	FL Beach Partnership	31623/385
5	HPP Holdings, LLC, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Craig Stansbury	30690/1489, 8545/636
6	William Kalinowski, Trustee, Carey-O’Brien Family Irrevocable Trust U/D/T dated September 15, 2017, P.B. Vacation Weeks, Inc.	29451/642, 6720/217
7	Thomas Yaylaian, Margaret Yaylaian	122635/1206
8	Peter L. Bryan, Eleanor I. Bryan	6720/216
9	Peter L. Bryan, Eleanor I. Bryan	6720/216
10	Lois Waskowski, as Trustee of the Lois Waskowski Trust Agreement dated January 22, 1991	13797/1793
11	Lois Waskowski, as Trustee of the Lois Waskowski Trust Agreement dated January 22, 1991	13797/1793
12	Lois Waskowski, as Trustee of the Lois Waskowski Trust Agreement dated January 22, 1991, Christine Hammermaster	13797/1793, 8543/784
13	HPP Holdings, LLC	30690/1489
14	FL Beach Partnership, Cullen Family Vacation, LLC	31582/1454
15	Jack P. Wigner, and his Successors in Trust, as Trustee under a written Trust Agreement created by Jack P. Wigner	18253/1464
16	HPP Holdings, LLC	30690/1489
17	HPP Holdings, LLC	30690/1489
18	Antonete Tummino	6176/455
19	HPP Holdings, LLC	30690/1489
20	Thomas C. Washburn, Lori A. Washburn	6110/1514
21	HPP Holdings, LLC	30690/1489
22	HPP Holdings, LLC	30690/1489
23	HPP Holdings, LLC	30690/1489
24	HPP Holdings, LLC	30690/1489
25	FL Beach Partnership	31003/1408
26	HPP Holdings, LLC	30690/1489
27	HPP Holdings, LLC	30690/1489
28	FL Beach Partnership, Dorothy M. Labossiere	30889/540
29	HPP Holdings, LLC, Timeshare Holding Company, LLC	30690/1489
30	HPP Holdings, LLC	30690/1489
31	Brian J. Turgeon, Michele L. Turgeon	6137/1530

32	HPP Holdings, LLC	30690/1489
33	Edward O. Brazell, Robyn R. Brazell	6169/1868
34	Gregory Z. James, Eunice W. James	6169/1888
35	HPP Holdings, LLC	30690/1489
36	HPP Holdings, LLC	30690/1489
37	HPP Holdings, LLC, Vicki Lyn Lower	30690/1489, 9787/1601
38	FL Beach Partnership, P.B. Vacations Weeks, Inc.	31289/908
39	Palm Beach Resort and Beach Club Condominium, Robert K. Thompson, Marion S. Thompson	31536/1016, 3842/1307
40	FL Beach Partnership	31276/1214
41	FL Beach Partnership	31726/1214
42	FL Beach Partnership, Jane A. Koch, Paul A. Buchner, Kimberly Buchner	308890/540, 5797/791, 16474/867
43	HPP Holdings, LLC, Timeshare Holding Company, LLC	30690/1489, 22203/1043
44	Richard D. Hanson, Kimberly J. Hanson	6599/1760
45	FL Beach Partnership	31067/1719
46	FL Beach Partnership	31024/79
47	Linda C. Johnson	8806/1977
48	HPP Holdings, LLC	30690/1489
49	HPP Holdings, LLC	30690/1489
50	HPP Holdings, LLC	30690/1489
51	Joel M. Berg	23235/175
52	Joel M. Berg	23235/175

COMPOSITE EXHIBIT “B”
Schedule B-25: UNIT T-1/301

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	Donald Read, Phyllis Read	14455/0474
2	FL Beach Partnership	31191/1296
3	Dennis Buscher	12329/1918
4	Dennis Buscher	12329/1918
5	Anna M. Proudfoot, Trustee of the Anna M. Proudfoot Declaratory Trust September 16, 1991	20460/1828
6	Anna M. Proudfoot, Trustee of the Anna M. Proudfoot Declaratory Trust September 16, 1991	20460/1828
7	WM. J. Klein, Paula Klein	5654/762
8	FL Beach Partnership, Dawn Lisa Godkin, John E. Godkin, Carrie L. Godkin	31294/0385, 14264/0060, 25638/1643
9	Gary F. Martin, Angela M. Martin, Gary A. Martin, Jennifer M. Riedman	22545/1450
10	Ray Sherbourne, Carlene Sherbourne	20076/0281
11	Ray Sherbourne, Carlene Sherbourne	20076/0281
12	Jennifer Riedman	31647/1864
13	Gregg Benson, Beth Benson	2621/0543
14	Colin McLaren, Tracy McCarthy	26421/0542
15	Isabelle Boutin, Paul Dupont-Hebert ; Susan D. Greene, As Personal Representative of the Estate of Michael F. Wyshak, Deceased and/or Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Michael F. Wyshak	29336/1663; 25200/1895
16	Norbert Leblanc	20775/1909
17	HPP Holdings, LLC	30690/1489
18	HPP Holdings, LLC	30690/1489
19	HPP Holdings, LLC	30690/1489
20	Richard F. Hold, Diane J. Holt	28835/0334
21	HPP Holdings, LLC	30690/1489
22	HPP Holdings, LLC	30690/1489
23	Timothy P. Childress, Debra E. Childress	6636/0428
24	Wayne R. Cole, Lois F. Cole	23974/0394
25	Donald R. Read, Phyllis J. Read	6642/0464
26	HPP Holdings, LLC	30690/1489
27	HPP Holdings, LLC	30690/1489
28	HPP Holdings, LLC	30690/1489
29	Victoria Lynn Phillips	6375/1682
30	Karen Kennedy f/k/a Karen Watanabe	10902/1989
31	Ronald M. Small, Cynthia C. Small	6596/0988

32	FL Beach Partnership	30889/0540
33	HPP Holdings, LLC	30690/189
34	FL Beach Partnership	30889/0540
35	HPP Holdings, LLC	30690/1489
36	Jeffrey A. Stalboerger, Charlene A. Stalboerger	6331/0989
37	HPP Holdings, LLC	30690/1489
38	P.B. Vacation Weeks, Inc.	5969/1194
39	Danshire, LLC	23757/1785
40	FL Beach Partnership	30839/1191
41	HPP Holdings, LLC	30690/1489
42	HPP Holdings, LLC	30690/1489
43	HPP Holdings, LLC, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Gabriel P. Attanasio	30690/1489, 6169/1839
44	HPP Holdings, LLC	30690/1489
45	HPP Holdings, LLC	30690/1489
46	Edward Lanouette, Regina E. Lanouette	6596/1168
47	FL Beach Partnership, James A. Metcalf, Karen L. Metcalf, Zimmerman Family Vacations, LLC	31582/1454, 27272/579, 7860/1067
48	HPP Holdings, LLC	30690/1489
49	Peter B. Sacchetti, Richele L. Canales	25085/0351
50	HPP Holdings, LLC	30690/1489
51	B.E. Davis	3750/1169
52	B.E. Davis	3750/1169

COMPOSITE EXHIBIT "B"
Schedule B-26: UNIT T-2/302

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	Tracy Ellen Weiser, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Sidney Weiser and Irene A. Weiser	27271/1334, 7262/815
2	HPP Holdings, LLC	30690/1489
3	Harold C. Michalowski, Mary Michalowski	7272/1407
4	Ruth A. Burke, Jean S. Horn	26850/71, 10981/1164
5	HPP Holdings, LLC, Unknown Trustees of the Ura Uscott Inter Vivos Trust;	30690/1489, 10308/1562,
6	Thomas Yaylaian, Margaret Yaylaian	22557/0092
7	The Shomo Family Trut, dated June 4, 2003, John Richard Shomo and Sylvia Jean Shomo, Trustors and/or Trustee	22556/1832
8	The Shomo Family Trut, dated June 4, 2003, John Richard Shomo and Sylvia Jean Shomo, Trustors and/or Trustee	22556/1832
9	The Shomo Family Trut, dated June 4, 2003, John Richard Shomo and Sylvia Jean Shomo, Trustors and/or Trustee	22556/1832
10	FL Beach Partnership; Kathryn O'Neill, William O'Neill	31613/1683, 23367/1364
11	FL Beach Partnership	31613/1593
12	FL Beach Partnership	31613/1593
13	FL Beach Partnership	31613/1593
14	Unknown Trustees of the Lois A. Waskowski Trust dated 01/22/1991, Pamela H. Sokoliuk	17441/1345, 7689/1901
15	Donald M. Laing, Nancy S. Laing, Henry E. Warren, Helen J. Warren	23829/0452, 7689/1882
16	Martyn S. Bakes, Judith Bakes	8156/247
17	FL Beach Partnership	30889/540
18	Harlin L. Hulsey, Margie E. Hulsey, H. Perry Hulsey, Kim A. Hulsey	6639/403
19	Lorenzo Coles, Cleo Belt	6636/569
20	Paul G.Wade, Christine E. Wade	7262/831
21	Richard F. Holt, Diane J. Holt	24980/1202
22	Linda Ann Dombrowski, Michael Stanley Dombrowski	26606/1962
23	Raymond C. Rollins, Lynne S. Rollins	7106/895
24	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Ellen Dubin, FL Beach Partnership	7105/49, 30962/477
25	Clayton Bezaidenhout	28910/876
26	Annette Meek	8854/1307
27	HPP Holdings, LLC	30690/1489
28	Felipe Calzadilla, Vincenta Calzadilla	6636/682

29	Charles Scott, Angela Scott	6705/1362
30	Jewel G. Wheeler	6642/449
31	HPP Holdings, LLC	30690/1489
32	HPP Holdings, LLC	30690/1489
33	Kaes Van Hamburg	7119/1835
34	HPP Holdings, LLC	30690/1489
35	Albert M. Krueger, Sr., Gloria J. Krueger	6714/1364
36	HPP Holdings, LLC	30690/1489
37	Gary Lee Erickson, Christie Kay Erickson	7358/864
38	P.B. Vacation Weeks, Inc.	5969/1194
39	HPP Holdings, LLC	30690/1489
40	Linda Brandt, HPP Holdings, LLC	30690/1489, 7106/892
41	FL Beach Partnership	30837/1346
42	Costas Michael, Jacqueline Feltham	7434/1770
43	HPP Holdings, LLC	30690/1489
44	HPP Holdings, LLC	30690/1489
45	Michael A. Giralico, Gail A. Giralico	7689/182
46	HPP Holdings, LLC	30690/1489
47	Jack L. Franklin, Evelyn Irene Franklin, Michael Franklin	9373/1799
48	HPP Holdings, LLC	30690/1489
49	HPP Holdings, LLC	30690/1489
50	Steven L. Sollars, Lisa E. Sollars	7367/1860
51	Dee G. Meek	8854/1308
52	Helene Duclos	12655/516

COMPOSITE EXHIBIT "B"
Schedule B-27: UNIT T-3/303

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	Joseph F. Cimini, Mary Frances Cimini	21688/0119
2	Unknown Trustees of the Shomo Family Trust	16696/1948
3	Unknown Trustees of the Shomo Family Trust	16696/1948
4	Joseph F. Cimini, Mary Frances Cimini	22526/0329
5	S. Irving Young, Pauline Young	23700/1668
6	S. Irving Young, Pauline Young	23700/1668
7	S. Irving Young, Pauline Young	23947/0023
8	S. Irving Young, Pauline Young	23947/0023
9	S. Irving Young, Pauline Young	25604/1095
10	Dale Keskimaki, Joann Irene Keskimaki	6238/1118
11	David Alan Monroe, William Boyd, Ariene Boyd	24602/1319, 27499/0364
12	Edwin Kenrick, Sharon Kenrick, TTEE, Edwin Kenrick 1999 Rev Tr U/A 12/14/99	21623/1968
13	Sunny Isles Vacation Club, LLC	28729/1034
14	Donald M. Laing, Nancy S. Laing	23829/0453
15	Jorge M. Duarte	8633/266
16	Carol J. Buth, Marianne P. Kalin, Vicky S. Palluck	8224/1583
17	Bradley S. Swaim, Catherine P. Swaim	6700/69
18	HPP Holdings, LLC	30690/1489
19	HPP Holdings, LLC	30690/1489
20	HPP Holdings, LLC	30690/1489
21	Joseph C. Wolf, Joan E. Wolf	21750/0868
22	Joseph F. Cimini, Mary Francis Cimini	15370/0648
23	Hai Duc Vu, Ivy Ngocdung-Nguyen Vu	6375/1856
24	Gerald C. Finney, Jr.	23517/1092
25	HPP Holdings, LLC	30690/1489
26	Springs Land Company, Maged William Shenouda, Lucy Girgis Shenouda	4096/0241, 26082/1216
27	HPP Holdings, LLC	30690/1489
28	William J. Westlake, Janet L. Westlake	25290/0155
29	FL Beach Partnership, Alfreda Gray	31289/908, 5609/1955
30	FL Beach Partnership, Alfreda Gray	31289/908, 5609/1955
31	FL Beach Partnership	31254/1500
32	Wayne S. Morris, Jacqueline C. Morris	6378/220
33	Danny R. Solley, Carol Y. Solley	6596/1005
34	HPP Holdings, LLC	30690/1489
35	HPP Holdings, LLC	30690/1489
36	HPP Holdings, LLC, The Palm Beach Resort & Beach Club Condominium Association, Inc.	30690/1489, 28250/1139
37	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or	6231/1337, 30889/540

	claiming by through or against Robert B. Ashbrook, FL Beach Partnership	
38	P.B. Vacation Weeks, Inc.	5969/1194
39	Gayle P. Davis, Trustee of the Gayle P. Davis Trust	8916/230
40	Cynthia Luchetti	6231/1352
41	HPP Holdings, LLC, Reba J. Vestal	30690/1489, 6596/1019
42	Lev Rober	6485/1798
43	HPP Holdings, LLC	30690/1489
44	Albert Gist, Jr., Bronzell D. Parham	6209/249
45	HPP Holdings, LLC	30690/1489
46	Ann M. Lemon	5963/1562
47	HPP Holdings, LLC	30690/1489
48	HPP Holdings, LLC, Palm Beach Resort and Beach Club, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Earlene R. Paul	30690/1489, 26483/0321, 12698/1665
49	HPP Holdings, LLC, Palm Beach Resort and Beach Club, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Earlene R. Paul	30690/1489, 26483/0321, 12698/1665
50	HPP Holdings, LLC, Palm Beach Resort and Beach Club, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Earlene R. Paul	30690/1489, 26483/0321, 12698/1665
51	Joel Berg	27499/0366
52	Geoffrey E. Norman, Dale V. Norman	25331/0318

COMPOSITE EXHIBIT "B"
Schedule B-28: UNIT T-4/304

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	HPP Holdings, LLC, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Elayne M. Stephenson	30690/1489, 9897/838
2	Randy Lee Cameron, Debra Ann Cameron	9155/179
3	Ruth A. Burke, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Bruce A. Stewart	20473/818, 5349/1081
4	Arthur M. Brodeur	4011/916
5	Ruth A. Burke	27583/1140
6	Lori E. Higgins, Mark P. Higgins	48094/423
7	HPP Holdings, LLC	30690/1489
8	Walter J. Stack and Evelyn R. Stack, as Trustees of the Stack Living Trust dated June 24, 1994, with Full Power and Authority to Protect, Conserve, and to Sell, or to Lease or to Encumber, or to Otherwise Manage and Dispose of the Property	22042/164
9	Walter J. Stack and Evelyn R. Stack, as Trustees of the Stack Living Trust dated June 24, 1994, with Full Power and Authority to Protect, Conserve, and to Sell, or to Lease or to Encumber, or to Otherwise Manage and Dispose of the Property	22042/164
10	HPP Holdings, LLC	30690/1489
11	Christian Valle, Corrine Courivaud-Valle	12732/413
12	Joe E. Leaseburg, Janet Lynn Meredith-Leaseburg	244600/1475
13	FL Beach Partnership	31607/1075, 31648/579
14	FL Beach Partnership, William J. Hugo, Ruth E. Hugo	30868/1118, 5654/1057
15	FL Beach Partnership, William J. Hugo, Ruth E. Hugo	30868/1118, 6513/1694
16	FL Beach Partnership	31191/1296
17	FL Beach Partnership	30889/540
18	HPP Holdings, LLC	30690/1489
19	HPP Holdings, LLC	30690/1489
20	Patricia Demarest, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Joseph W. Carey	24620/187, 6957/1500
21	William S. Griffin, Frances M. Griffin	6071/16
22	HPP Holdings, LLC	30690/1489
23	Alex Domskey, III, Cathy Domskey	3997/595
24	Peggy King, James King	15136/833
25	D. Stephen Rosenbloom, Shelby Jean Davis Rosenbloom	5610/154

26	Hany William Shenouda, Viola G. Shenouda	12998/399
27	FL Beach Partnership, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Katherine M. Gamlin	30910/618, 4011/868
28	Therese I. Bertrand, Russell W. Stoneking, Sr.	21623/1939
29	Therese I. Bertrand, Russell W. Stoneking, Sr.	21623/1938
30	David S. Herron, Charlona M. Herron	3996/674
31	FL Beach Partnership	30948/1711
32	FL Bach Partnership	30889/540
33	HPP Holdings, LLC	30690/1489
34	Robert Nichols	3996/638
35	Christina A. Reichel, Larry Rufus Ellis	28864/1217
36	HPP Holdings, LLC	30690/1489
37	HPP Holdings, LLC	30690/1489
38	P.B. Vacation Weeks, Inc.	5969/1194, 4605/1467
39	HPP Holdings, LLC	30690/1489
40	Dennis P. Tougas, Melody M. Tougas	26290/1587
41	HPP Holdings, LLC	30690/1489
42	FL Beach Partnership	30889/540
43	FL Beach Partnership, Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Jami M. Tucker	31217/624, 12381/1519
44	HPP Holdings, LLC	30690/1489
45	Jeffrey C. Strudeviant, Cami L. Strudeviant	23659/1911
46	Julie Roggeveen	27974/890
47	Fr. Timothy Graff, Richard H. Swick, Karen R. Swick, James H. Swick	25018/624, 7784/1183
48	Gordon N. White, Lorraine M. White	6452/1497
49	HPP Holdings, LLC	30690/1489
50	HPP Holdings, LLC	30690/1489
51	Steve R. Saldibar	28382/1982
52	FL Beach Partnership	30952/1045

COMPOSITE EXHIBIT “B”
Schedule B-29: UNIT T-5/305

WEEK	RECORD OWNER	DEED BOOK/PAGE
1	FL Beach Partnership	3117/0558
2	HPP Holdings, LLC	30690/1489
3	James N. Douglas, Jean M. Douglas	4902/0982
4	James N. Douglas, Jean M. Douglas	4902/0982
5	James N. Douglas, Jean M. Douglas	5342/1719
6	James N. Douglas, Jean M. Douglas	5342/1719
7	William Kalinowski, Trustee, Carey-O’Brien Family Irrevocable Trust U/D/T dated September 15, 2017	29451/0645
8	William Kalinowski, Trustee, Carey-O’Brien Family Irrevocable Trsut U/D/T dated September 15, 2017	29451/0645
9	Gwendolyn McGee	30950/1343
10	Gwendolyn McGee	30950/1343
11	HPP Holdings, LLC	30690/1489
12	HPP Holdings, LLC	30690/1489
13	Linda Carrick, John B. Hynes	30505/1571; 5815/601
14	FL Beach Partnership	31536/1602
15	Walter L. Bouchard, Joyce A. Bouchard	5654/1054
16	FL Beach Partnership	30868/1126
17	Vikki V. Strahorn	7106/0886
18	Miles Brooks or Marjorie D. Brooks, Trustees of the Brooks Family Trust dated Sept. 15, 1992, HPP Holdings, LLC	8036/1001, 30690/1489
19	HPP Holdings, LLC	30690/1489
20	HPP Holdings, LLC	30690/1489
21	HPP Holdings, LLC	30690/1489
22	FL Beach Partnership	31623/0385
23	HPP Holdings, LLC	30690/1489
24	Theodore E. Sanders, Micheline Sanders	5675/1950
25	HPP Holdings, LLC	30690/1489
26	HPP Holdings, LLC	30690/1489
27	HPP Holdings, LLC	30690/1489
28	HPP Holdings, LLC	30690/1489
29	Vickie Togans, Nicole Togans	30086/0970
30	FL Beach Partnership, Barbara M. Conway	30790/1965
31	HPP Holdings, LLC	30690/1489
32	HPP Holdings, LLC	30690/1489
33	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Lindaann M. Beard, Richard H. Beard, Lia Thornton, Tony Thornton	5654/1041, 28835/0336
34	Michael J. Gumbs	6604/0161
35	HPP Holdings, LLC	30690/1489

36	HPP Holdings, LLC	30690/1489
37	HPP Holdings, LLC	30690/1489
38	P.B. Vacation Weeks, Inc.	5969/1194
39	HPP Holdings, LLC	30690/1489
40	Amy Henline	27649/1977
41	HPP Holdings, LLC	30690/1489
42	HPP Holdings, LLC	30690/1489
43	HPP Holdings, LLC	30690/1489
44	HPP Holdings, LLC	30690/1489
45	HPP Holdings, LLC	30690/1489
46	Larry Spatz	5895/0689
47	Berkeley Federal Savings and Loan, Tanya's Timeshare Company, LLC	4990/1504, 27478/0923
48	Arthur Beiner, Vera N. Beiner	23180/1323
49	HPP Holdings, LLC	30690/1489
50	HPP Holdings, LLC	30690/1489
51	Mitzi Kaitz and Steven Kaitz, as Personal Representatives of the Estate of Lorraine Kaitz	5654/1048
52	FL Beach Partnership	31217/0558

EXHIBIT “C”
MAINTENANCE WEEKS

Unit	Maintenance Week
101	39
102	39
103	39
104	39
105	39
106	39
107	39
108	38
109	38
110	38
111	38
112	38
201	39
202	39
203	39
204	39
205	39
206	39
207	39
208	38
209	38
210	38
211	38
212	39
T-1/301	38
T-2/302	38
T-3/303	38
T-4/304	38
T-5/305	38

EXHIBIT "D"
DELINQUENT OWNERS

UNIT	WEEK	RECORD OWNER	AMOUNT DELINQUENT AS OF 10/1/2020
101	51	Bertha Lee Parker Pescheret	\$1,566.97
103	22	Tina Morkides and Deso Morkides	\$730.97
104	27	Janet C. Bonebrake	\$1,943.65
104	28	Bernard L. Warren and Lois Warren	\$3,326.91
104	29	Joseph W. Espat and Elizabeth Arnold Espat	\$2,415.41
104	50	Dolores M. Porter	\$3,150.75
105	29	Regina C. Saviano	\$580.69
105	49	Lawrence G. Salander and Patsy E. Salander	\$1,051.95
106	24	TCS Realty, LLC	\$1,986.17
106	34	James B. Starr and Kathryn M. Starr	\$552.04
107	9	Martin Callinan and Roberta Stepp	\$784.59
107	24	Marlene Sheurda, Robert Scott, Greg R. Scott	\$1,885.30
107	25	Gerard P. Schacht and Nancy Schacht	\$627.67
107	35	Blue Water Vacation, LLC	\$2,368.55
108	12	Billy L. McKern and Eloise McKern	\$1,263.63
108	19	Charles Elliott Osmon	\$3,368.90
109	5	Tovir Pagerat	\$769.73
109	15	Valerie Campos and Michelle Marcotte	\$2,651.85
109	19	Richard A. Strong, Anna Strong, Trustees of the Anna M. Strong Living Trust dated July 20, 1992	\$2,608.14
110	14	Richard E. Larimore, Jr. and Nora Larimore	\$2,542.31
110	27	Thomas Palmer, Jr.	\$3,572.19
110	35	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Theresa June Raikes; Ernestine Whittington	\$2,602.18
110	46	Virginia R. Battista	\$1,244.49
110	50	Patricia Johnson	\$1,377.47
111	4	Marina Bay and Midler Services, LLC	\$1,391.03
111	12	Jacqueline L. Bowman and Gary M. Bowman	\$730.97
111	18	Vincent Gaskin	\$2,133.42
111	32	Lamar Thompson and Mable Newell Thompson	\$3,112.64
111	48	Stella J. Bassett	\$458.15
111	49	Stella J. Bassett	\$531.68
112	16	Yetta M. Ruiz a/k/a Yetta Ruiz Hai	\$488.15
112	33	Martin Zavala and Genine Zavala	\$2,908.80
112	39	Susan Reeves	\$3,348.57

201	17	Nancy E. Lewis	\$3,774.02
201	40	Christin Holiday Venture	\$5,188.52
202	17	Jose Mediavilla Prado and Anabis M. Robinson Irizarry	\$4,589.89
202	21	Angelita A. Jennings	\$4,053.33
202	22	Wesley Poteet	\$3,230.89
202	23	Wesley Poteet	\$2,443.67
203	36	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors, and/or all Parties having or claiming by through or against Gertrude Sibley	\$3,224.29
204	26	Allen Kneeland and Priscilla M. Kneeland	\$2,024.10
204	30	Fred Stump	\$3,088.71
205	22	Michael W. Preus and Anna-Lisa Preus	\$2,966.69
206	12	Sunny Isles Vacation Club, LLC	\$1,596.31
207	20	John M. Greco and Sheri L. Krimmel	\$730.97
208	11	Martha B. Fender	\$1,095.58
208	44	Cornelius H. Franklin, Jr.	\$1,595.69
209	34	Vladimir Freudenreich	\$421.30
210	32	Viktor Repik	\$2,449.45
210	36	Roxanne Gabel	\$361.24
211	21	Michael Zarrella and Dorothy Zarrella	\$1,439.81
301/T-1	29	Victoria Lynn Phillips	\$4,082.81
302/T-2	18	Margie E. Hulsey, Harlin L. Hulsey, H. Perry Hulsey, Kim A. Hulsey	\$4,228.39
303/T-3	13	Sunny Isles Vacation Club, LLC	\$1,533.79
303/T-3	16	Marianne P. Kalin, Carol J. Buth, Vicky S. Pallock	\$4,353.05
303/T-3	33	Danny R. Solley and Carol Y. Solley	\$2,201.88
304/T-4	25	D. Stephen Rosenbloom and Shelby Jean Davis Rosenbloom	\$950.06
305/T-5	29	Vickie Togans and Nicole Togans	\$442.70
305/T-5	40	Amy Henline	\$4,662.25
305/T-5	46	Larry Spatz	\$4,491.22
305/T-5	47	Tanya's Timeshare Company, LLC	\$4,353.67

EXHIBIT “E”
P.B. VACATION WEEKS, INC. BANKRUPTCY DEED RECORDED IN O.R.
BOOK/PAGE 5969/1194 OF PALM BEACH COUNTY CLERK OF COURT

Unit	Week(s)
101	11, 39, 49, 50, 52
102	1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52
103	3, 19, 39
104	39
105	49, 52, 53
106	15, 27, 37, 38, 39, 41, 42, 43, 46, 47, 48, 49
107	5, 6, 8, 9, 12, 26, 27, 36, 38, 39, 45, 46, 47
108	36, 37, 39
109	8, 27, 38, 45, 47, 48, 49,
110	36, 37, 38, 39
111	38, 47, 49
112	27, 36, 38, 46, 47
201	2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 26, 27, 28, 39, 47, 52
202	2, 6, 7, 8, 15, 16, 39, 48, 49, 51, 52
203	2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 28, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 47, 48, 49
204	
205	19, 21, 23, 26, 27, 28, 29, 30, 31, 35, 36, 39, 42, 43, 44, 47
206	1, 2, 3, 4, 14, 15, 18, 21, 22, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 45, 47, 48, 49,
207	21, 26, 27, 29, 30, 31, 32, 36, 37, 38, 40, 41, 45, 46, 47, 48, 49, 50
208	4, 19, 20, 21, 26, 27, 28, 29, 30, 31, 35, 36, 39, 42, 43, 45, 46, 47, 48, 49
209	21, 26, 27, 28, 32, 36, 37, 38, 39, 45, 46, 47, 48, 49
210	38
211	21, 26, 27, 29, 38, 44, 45, 46, 47, 48, 49
212	1, 36, 38, 39, 46, 47
T-1/301	38, 48, 51, 52
T-2/302	38, 52
T-3/303	26, 38, 48, 49, 50, 52
T-4/304	4, 23, 25, 26, 27, 28, 29, 30, 32, 33, 34, 35, 38, 49, 51, 52
T-5/305	38, 47, 52

EXHIBIT "F"

Individuals who may have or claim an ownership interest in one or more timeshares by virtue of a defective conveyance

UNIT	WEEK	CLAIMANT	DEED BOOK/PAGE
101	2	Roland Stephenson, Sue Stephenson	11627/718
101	16	William J. Barbieri, Lois M. Barbieri	19406/369
101	17	Helen B. Franke	30818/1688
101	24	American Resort Coalition, Inc.	28521/895
101	34	Chesterfield Family Group, LLC	26178/1357
101	36	John H. Stahl	10880/865
101	41	Mark Lucarelle	6485/1834
101	43	Elizabeth A. Simkins, Trustee u/a dtd 6/13/89	6203/849
101	52	W.B. Ingalls	4521/143
102	4	Kenneth H. Adams	8492/1802
102	5	Marlene M. Downing	3938/1823
102	6	Marlene M. Downing	3938/1823
102	7	Marlene M. Downing, Regco Realty, Inc.	3989/1939, 3989/1823
102	9	Regco Realty, Inc.	3989/1939
102	12	Regco Realty, Inc.	3989/1939
102	14	Springs Land Company, Ltd., Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Elizabeth Peluso	5511/1247, 5545/1126
102	17	Palm Beach Resort and Beach Club Condominium Association, Inc.	28420/1186
102	25	Richard Beard and Lynn Mitschke	29045/1113, 28835/0335
102	27	Regco Realty, Inc., Palm Beach Resort Properties, Inc.	3989/1939, 3990/1132
102	47	Janice V. Smith	3955/676
102	48	Janice V. Smith	3955/676
102	49	Janice V. Smith	3955/676
102	51	Clark Rose, Howard Rose, Alpha Realty, Inc.	9206/875, 3772/759
102	52	Clark Rose, Howard Rose, Alpha Realty, Inc.	9206/875, 3772/759
103	2	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Louis C. House	3765/1955
103	13	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Lawrence P. Nowak	3765/1985

103	14	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Lawrence P. Nowak	3765/1985
103	18	Robert E. Brittin	3711/0687
103	32	Karl E. Walther	6485/1765
103	36	Barbara J. Lash	5426/0540
103	42	Holly Burn Sullivan as Personal Representative of the Estate of Marion J. Springs	3754/1669
103	51	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Lawrence P. Nowak	3765/1987
103	52	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Lawrence P. Nowak	3765/1987
104	7	Marlene Downing, Ilex Property Service, Inc., a Kentucky Corporation	3938/1853, 8692/939
104	8	Ilex Property Service, Inc., a Kentucky Corporation, Marlene Downing	3938/1853, 8692/939
104	9	Marlene Downing	3938/1853
104	10	Springs Land Company Ltd. of Owensboro, Kentucky	5511/1247
104	12	Eleanor B. Morrow	3938/1827
104	18	William T. Kopelcheck and Margaret F. Kopelcheck	8575/1178
104	19	Palm Beach Resort and Beach Club, Inc.	13837/261
104	20	Palm Beach Resort and Beach Club, Inc.	13837/261
104	28	Howard Cwick and Claire M. Swick, as Trustees of the Howard Cwick and Claire M. Cwick Revocable Living Trust U/A dated July 9 th , 1992	7515/848
104	36	Palm Beach Resort Properties, Inc.	3930/1132
104	37	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Wayne B. Williams	8971/1847
104	42	Raymond L. Tetreault, Rita H. Tetreault	5809/975
105	1	Berkeley Federal Savings & Loan Association	6032/1806
105	2	Berkeley Federal Savings & Loan Association	6032/1806
105	3	Berkeley Federal Savings & Loan Association	6032/1806
105	4	Berkeley Federal Savings & Loan Association	6032/1806
105	5	Berkeley Federal Savings & Loan Association; Carol Sellers	6032/1806, 3726/1968

105	6	Berkeley Federal Savings & Loan Association; Carol Sellers	6032/1806, 3729/1968
105	7	Berkeley Federal Savings & Loan Association; Carol Sellers	6032/1806, 3729/1968
105	8	Berkeley Federal Savings & Loan Association	6032/1806
105	9	Berkeley Federal Savings & Loan Association	6032/1806
105	10	Berkeley Federal Savings & Loan Association	6032/1806
105	11	Berkeley Federal Savings & Loan Association	6032/1806
105	12	Berkeley Federal Savings & Loan Association	6032/1806
105	13	Berkeley Federal Savings & Loan Association; James C. Simcoe, Rita M. Weckler	6032/1806, 5349/1423
105	14	Berkeley Federal Savings & Loan Association	6032/1806
105	15	Berkeley Federal Savings & Loan Association	6032/1806
105	16	Berkeley Federal Savings & Loan Association	6032/1806
105	17	Berkeley Federal Savings & Loan Association	6032/1806
105	18	Berkeley Federal Savings & Loan Association	6032/1806
105	19	Berkeley Federal Savings & Loan Association	6032/1806
105	20	Berkeley Federal Savings & Loan Association Association, Inc.	6032/1806
105	21	Berkeley Federal Savings & Loan Association	6032/1806
105	22	Berkeley Federal Savings & Loan Association, Kevin Lee Ohliger	6032/1806, 6869/1729
105	23	Berkeley Federal Savings & Loan Association	6032/1806
105	24	Berkeley Federal Savings & Loan Association	6032/1806
105	25	Berkeley Federal Savings & Loan Association	6032/1806
105	26	Berkeley Federal Savings & Loan Association	6032/1806
105	28	Berkeley Federal Savings & Loan Association	6032/1806
105	29	Berkeley Federal Savings & Loan Association	6032/1806
105	30	Berkeley Federal Savings & Loan Association	6032/1806
105	31	Berkeley Federal Savings & Loan Association	6032/1806
105	32	Berkeley Federal Savings & Loan Association	6032/1806
105	33	Berkeley Federal Savings & Loan Association; Elvira A. Kovacev and Joseph A. Kovacev, Trustees or their successors in Trust, under the Elvira A. Kovacev Living Trust, dated September 1, 2004	6032/1806; 20896/0828
105	34	Berkeley Federal Savings & Loan Association	6032/1806
105	35	Berkeley Federal Savings & Loan Association	6032/1806
105	36	Resorts Access Network, LLC	20950/0978
105	37	Springs Land Company	4096/241
105	38	Berkeley Federal Savings & Loan Association	6032/1806
105	40	Berkeley Federal Savings & Loan Association	6032/1806
105	46	Ilex Property Services, Inc.	4096/243
105	47	Howard W. Bork, Springs Land Company, Andrew Courtnenay-Diaz	7860/1010, 4096/241, 3951/168

105	50	Suleyman A. Gokoglu or Isil T. Gokoglu, Trustees of The Suleyman A. Gokoglu and Isil T Gokoglu Trust U/A/ 4/8/95	8963/1577
106	12	Palm beach Resort and Beach Club Condominium Association, Inc.	26206/1247
106	13	Palm Beach Resort and Beach Club	25327/0817
106	24	Robert R. Kelly and Lois B. Kelly, Trustees of the Kelly Family Trust dated June 6, 1996	9782/173
106	26	William H. Ellis, Pauline R. Ellis, Adrian P. Gardiner, Jr., P.B. Vacation Weeks	6316/1824, 6236/1940, 3996/0718
106	29	P.B Vacation Weeks	6136/18224
106	30	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Martin Weitzman	6236/1948
106	34	P.B. Vacation Weeks	6316/1824
106	35	Unknown trustee of the Mayes Family Trust dated November 3, 2003	16309/0387
106	37	Beverly Hemraj	3933/1143
106	41	M. Frances Simpson	3907/0038
106	43	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Howard R. Stonehouse; Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Sally B. Stonehouse	3907/0042
106	47	Sandi L. Nickerson	22779/0294
106	49	Richard F. Scamorza, Joann Scamorza	3912/1758
107	2	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Sonya Rowe	6279/1164
107	4	Kevin O'Brien and Wende Elizabeth O'Brien	23920/1222
107	7	Unknown Trustees of the Revocable Trust of Samuel L. Howard dated January 16, 1991; Marlene Downing	11048/437; 3712/1771
107	11	Victor Jerry Crain, Marguerite Adams Crain, Marlene Downing	5610/595, 3712/1771
107	13	Marlene Downing	3712/1771
107	49	Berkeley Federal Savings and Loan Association	4990/1510
107	50	Robert E. Mathias and Kathleen M. Mathias; Cathi M. Murphy	8545/792; 18418/185
107	52	Mary Van Solkema	6720/158

108	6	Carl H. Kuhl, Jr.	6450/699
108	7	Carl H. Kuhl, Jr.	6450/699
108	15	Gerald Maples, Paige Maples	26023/0936
108	29	Arnold W. Holtz or Mary K. Holtz, Trustees, or their successors in trust, under the Holtz Living Trust dated August 22, 2008	22873/0073
108	43	Richard W. Alcorn	5963/1570
108	44	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Sylvia M. Crooks	5815/614
108	47	Alexander Catalano, Frances C. Catalano	6349/1343
108	51	Jeffrey Kublin	6376/84
109	1	Carl H. Kuhl	24215/0143; 4895/0532
109	9	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Emilyn C. Gaudreau	5674/1262
109	19	Anna M. Strong, Trustee of the Anna M. Strong Living Trust dated July 20, 1998	8994/106
109	20	Roy M. Strong and Judith A. Strong, Trustees under the Roy M. Strong Living Trust dated January 3, 2002	14005/343
109	27	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Emorfia Barker Stone	3933/1115
109	31	AR-CEE Impression	5209/0741
109	36	Janice O. Yu a/k/a Janice O. Tecson	5963/1526
109	44	David C. Gray and Diane J. Gray, Trustees of the Gray Family Trust Dated December 28, 1994	8602/286
109	45	David C. Gray and Diane J. Gray, Trustees of the Gray Family Trust Dated December 28, 1994	8602/286
109	47	P.B. Vacation Weeks	6316/1824
110	7	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Lois A. Waskowski	9177/811
110	18	Unknown trustees of the Elanie C. Bennett Revocable Trust dated November 1, 1997	10087/740
110	26	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all	7125/1476

		Parties having, or claiming by through or against Kathryn E. Jenkins 1643 South Shashabaw	
110	35	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Theresa J. Raike	14248/1052, 26258/1804
110	52	Unknown Trustees of the Muf Family Trust	9657/1603
111	46	Timeshare Holding Company, LLC	22265/0759
111	47	Thomas Fred Quick, Linda Lee Dove Quick	4021/34
112	6	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Lois A. Waskowski	9177/799
112	20	Floyd C. Tinker	7125/1470
112	22	Hershel F. Oxford, Marjorie H. Oxford, as Trustees of the Oxford trust dated September 6, 2002	14198/1295
112	25	John G. Marciano	7121/184
112	37	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Gladys Thompson, Arthur Metzger	7272/1566
112	49	Ilex Property Services, Inc.	4096/243
201	15	Ward Forrest Brunson, Hellen Brunson	3699/1768
201	18	Douglas R. Funnell	12655/479
201	20	The American Resort Coalition, Inc.	28904/0506
201	23	Michelle T. Rouse	6618/393
201	36	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Dorothy M. Martin	13737/1586
201	38	Sunny Brook Getaways, LLC	25123/0235
201	41	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Stanley L. Lake, Jr.	11995/118
201	42	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Doris J. Breese	6376/9
201	49	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all	3997/0535

		Parties having, or claiming by through or against Roy M. Jones	
202	7	Berkeley Federal Savings and Loan Association	4945/283
202	8	Berkeley Federal Savings and Loan Association	4945/0283
202	9	Norman Feldman, Linda Feldman	6845/1072
202	16	Donald T. McMillan and Jacquelyn S. McMillan, Trustees of the Donald t. McMillan and Jacquelyn S. McMillan Trust Agreement dated February 16, 2006	20084/1433
202	18	Maxine T. Drucker	6023/4
202	29	Mary E. Mills	5080/1090
202	51	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Jack Hirschhorn	3772/0774
202	52	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Jack Hirschhorn	3772/0774
203	1	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against George R. Jones	6137/1404
203	3	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against George C. Bird	3933/1147
203	22	Mary Lou Bauer, Elaine Behrmann	5342/1990
203	32	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Joan Schott	4826/0572
203	36	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Gertrude Sibley	3790/0112
203	37	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Rev. W. A. Schiele	3729/1068
203	46	Renew Vacation Developments, LLC	31536/1052, 26997/0901
203	50	The Palm Beach Resort and Beach Club Condominium Association, Inc.	28087/571
203	52	John T. Helvie	3780/1260

204	10	Business Accounting Computer Services, Ltd.	12233/1419
204	11	Business Accounting Computer Services, Ltd.	12233/1419
204	33	Berkeley Federal Savings and Loan Association	4377/1223
204	34	Paul H. Cook	3951/0236
204	36	Joseph Russo	16136/1946
204	43	Ocwen Federal Bank FSB, F/K/A Berkeley Federal Bank & Trust FSB	10524/54
205	18	Timeshare Trade Ins, LLC	26350/1180
205	20	Palm Beach Resort and Beach Club Condominium Association, Inc.	12903/173
205	31	Berkeley Federal Savings and Loan Association, James G. Christensen, Shirley A. Christensen	5017/0616, 4015/0223
205	41	Christopher J. Chrones	11476/132
205	42	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having or claiming by through or against Thomas B. Moore	4011/0894
205	44	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having or claiming by through or against Thomas B. Moore	4011/0894
205	45	Christopher Distasio, John Florio, as Trustee of the John Florio Trust under a Living Trust Agreement dated January 14, 1992	14814/0819, 7246/1128
206	1	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Kenneth W. Adams	7629/130
206	10	Walter J. Keys	6071/20
206	26	Delphine M. Mayock, as Trustee of the Delphine M. Mayock Trust dated March 4, 1995	12526/1721
206	27	Delphine M. Mayock, as Trustee of the Delphine M. Mayock Trust dated March 4, 1995	12526/1724
206	29	Robert E. Perry, Jeanne Ray Perry	3951/0160
206	38	Jean P. Pierre, Erna Pierre, Jean Robert Pierre, Rose Mireille Pierre	13088/0817
206	41	Osvaldo Alfonso and Jana Gail Alfonso	27212/1341
206	45	Diana Magee	3951/0164
206	47	Mary Frances Jolley	3907/0050

207	15	Edward W. Stites and Mary D. Stites, Trustees under the Stites Living Trust dated 9-12-1995	9127/1673
207	23	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Dagmar Muma	22235/1596
207	47	Ralph Bohl & Sons Construction	3859/1554
208	1	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against David A. Cusano	6485/1720
208	3	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Lindaann M. Beard	5342/1883
208	13	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against James J. Barrett and Shirley Barrett	5674/1288
208	14	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against James J. Barrett and Shirley Barrett	5443/895
208	22	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Frances H. Lemongelli	5911/798
208	28	National Foundation for Cancer Research, Inc.	20257/1210, 20257/1207
208	43	Timeshare Holding Company, LLC	26843/1693, 2223/1024
208	45	William G. Raper, Mary G. Raper, P.B. Vacation Weeks, Inc.	3955/0696, 6379/1248
208	48	Brinda K. Nadeau	3909/0051
209	6	Conner Bookhammer, Schmidt, LP & LLC	22363/0817
209	35	Gerard J. Pelletier and Katherine H. Cooke, Trustees or their successors of the Gerard J. Living Trust U/A dated April 15, 2008	22721/1593
209	42	Henry J. Long, Jr. and Evelyn H. Long, Trustees or their Successors in Trust, under the Long Family Living Trust Agreement dated July 30, 1997	9926/11
209	45	Marijane Elliott	3959/0680
209	49	Berkeley Federal Savings and Loan Association	5017/0611
210	3	Randy D. Alan, Carolyn M. Alan	5346/0049
210	14	Richard H. Beard and Lindaann M. Beard	5654/1041

210	31	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against William Matlby	5060/0265
210	40	Clarence E. Williams, Deloris B. Williams	3997/582
210	47	Flora May Hubner	3933/1151
211	2	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Marvin D. Mayo	14678/1517, 7121/334
211	8	Gerald A. Yager and Barbara K. Yager as initial Trustees of the Gerald A. and Barbara K. Yager Joint Revocable Trust	10955/480
211	9	Gerald A. Yager and Barbara K. Yager as initial Trustees of the Gerald A. and Barbara K. Yager Joint Revocable Trust	10955/480
211	10	Gerald A. Yager and Barbara K. Yager as initial Trustees of the Gerald A. and Barbara K. Yager Joint Revocable Trust	10955/480
211	13	The Fireside Registry, LLC	24216/0967
211	25	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Samuel J. Zambeto	6074/1649, 6097/48
211	26	Lori Wagner	7973/1103
211	43	The Network Against Sexual and Domestic Abuse	19547/1606
212	2	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Sidney Weiser; Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Irene A. Weiser	7269/77
212	5	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Craig Stansbury	8545/636
212	6	P.B. Vacation Weeks, Inc.	6720/217
212	12	Christine Hammermaster	8543/784
212	14	Cullen Family Vacation, LLC	26719/0863, 31536/1405
212	28	Dorothy M. Labossiere	3334/1067
212	29	Timeshare Holding Company, LLC	22376/1822, 26843/1692212
212	37	Vicki Lynn Lower	9787/1601

212	39	Robert K. Thompson, Marion S. Thompson	3842/1307
212	42	Jane A. Koch, Pal A. Buchner, Kimberly Buchner	5797/791, 16474/867
212	43	Timeshare Holding Company, LLC	22203/1043
301/T1	8	Dawn Lisa Godkin, John E. Godkin, Carrie L. Godkin	25638/1643; 14264/0060
301/T1	15	Susan D. Greene, As Personal Representative of the Estate of Michael F. Wysak, Deceased and/or Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Michael F. Wyshak	25200/1895
301/T1	43	Unknown Spouse, Heirs, Devisees, Grantees, Personal Representatives, Creditors and/or all Parties having, or claiming by through or against Gabriel P. Attanasio	6169/1839
301/T1	47	James A. Metcalf and Karen L. Metcalf, Zimmerman Family Vacations	7860/1067; 27272/579
302/T2	1	Sidney Weiser and Irene A. Weiser	7262/815
302/T2	4	Jean S. Horn	10981/1164
302/T2	5	Unknown Trustees of the Ura Uscott Inter Vivos Trust	10308/1562
302/T2	10	Kathryn O'Neill and William O'Neill;	23367/1364
302/T2	14	Pamela H. Sokoliuk and Michael Sokoliuk	7689/1901
302/T2	15	Henry E. Warren and Helen J. Warren	7689/1882
302/T2	24	Daniel S. Dubin and Ellen Dubin	7105/49
302/T2	40	Linda Brandt	7106/892
303/T3	11	David Alan Monroe	24602/1319
303/T3	26	Springs Land Company	4096/0241
303/T3	29	Alfreda Gray	5609/1955
303/T3	30	Alfreda Gray	5609/1955
303/T3	36	James A. Bell and Rebecca Bell; The Palm Beach Resort & Beach Club Condominium Association, Inc.	7803/351; 28250/1139
303/T3	37	Robert B. Ashbrook	6231/1337
303/T3	41	Reba J. Vesta a/k/a Reba Brown	6596/1019
303/T3	48	Earlene R. Paul; Palm Beach Resort and Beach Club	12698/1665, 26483/0321
303/T3	49	Earlene R. Paul; Palm Beach Resort and Beach Club	12698/1665, 26483/0321
303/T3	50	Earlene R. Paul; Palm Beach Resort and Beach Club	12698/1665, 26483/0321
304/T4	1	Elayne M. Stephenson	9834/1011, 9897/838
304/T4	3	Bruce Stewart	5349/1081
304/T4	14	William J. Hugo and Ruth E. Hugo	5654/1059

304/T4	15	William J. Hugo and Ruth E. Hugo	6513/1694
304/T4	20	Joseph W. Carey	6957/1500
304/T4	27	Kathrine M. Gamlin	4011/0868
304/T4	43	Jami M. Tucker (Deceased)	12381/1519
304/T4	47	Richard H. Swick, Karen R. Swick, James H. Swick	7784/1183
305/T5	13	John B. Hynes	5815/601
305/T5	18	Miles Brooks or Marjorie D. Brooks, Trustees of the Brooks Family Trust dated Sep. 5, 1992	8036/1001
305/T5	30	Barbara Conway as to the Estate of David C. Conway, Jr.	6313/1413
305/T5	33	Richard H. Beard and Lindaann M. beard	5654/1041
305/T5	47	Berkeley Federal Savings and Loan	4990/1504

EXHIBIT “G”

Notice, Agenda and Meeting Minutes

**NOTICE OF SPECIAL MEETING OF THE MEMBERS OF
PALM BEACH RESORT & BEACH CLUB CONDOMINIUM ASSOCIATION, INC.**

TO: MEMBERS OF PALM BEACH RESORT & BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

NOTICE IS HEREBY given, pursuant to Fla. Stat. §721.1255 and the By-Laws of PALM BEACH RESORT & BEACH CLUB CONDOMINIUM ASSOCIATION, INC. (the "Association"), that, for the members of the Association, a special meeting of the membership of the Association will be held on Friday, June 26, 2020 at 10:00 AM at St. Andrews Episcopal Church, 100 N. Palm Way, Lake Worth, Florida 33460, for the purpose(s) set forth on the Agenda hereinbelow, among other matters which may be properly brought.

PLEASE NOTE: Due to social distancing restrictions and concerns over the COVID-19 Emergency, in accordance with Fla. Stat. §718.1265 and DBPR Order 20-04, participation at this meeting will be available online: <https://meetings.ringcentral.com/j/1481787606> or by Telephone: (720) 902-7700; Meeting ID: 148 178 7606, in the event that an in-person meeting is not possible.

In accordance with Section 25.6 of the Declaration of Condominium of The Palm Beach Resort and Beach Club Condominium (the "Declaration"), in the year 2021, the purchasers of Units committed to Interval Ownership shall become tenants in common, unless a majority of all Owners of Unit Weeks in Units committed to Interval Ownership present in person or by proxy at a meeting at which a quorum is attained vote in favor of continuing Interval Ownership. Should the Owners, by a majority vote, vote to continue Interval Ownership, the Declaration and restrictive covenants pertaining to Interval Ownership will be continued as covenants running with the land for a period of ten (10) years.

The undersigned certifies that this notice shall be mailed (by depositing same in the United States Post Office or in a letter box in a postage-paid, sealed envelope by Regular Mail) to each Member of the Association at his or her respective address as the same appears on the books of the Association, and posted conspicuously on the Condominium Property at least fourteen (14) days before the scheduled date of the subject meeting.

Dated: April 20, 2020

PALM BEACH RESORT & BEACH CLUB CONDOMINIUM
ASSOCIATION, INC.

By: 

Print Name: R. Scott MacGregor

Print Title: Director, Managing Agent

AGENDA

1. Call to order by President
2. Appointment by the President of a chairman of the meeting
3. Proof of notice of the meeting or waiver of notice
4. Calling of the roll and certifying of proxies (determination of quorum)
5. Reading of minutes
6. Discussion and vote of the membership on whether to continue the interval form of ownership in accordance with Section 25.6 of the Declaration and Fla. Stat. §721.1255
7. Unfinished business
8. New business
9. Adjournment

AFFIDAVIT OF MAILING

STATE OF FLORIDA)
 :SS
COUNTY OF PALM BEACH)

Before me, the undersigned authority, personally appeared GEORGETTE DEJESUS who, after being duly sworn, deposes and says:

1. That Affiant is the Property Manager of Palm Beach Resort and Beach Club Condominium Association, Inc.

2. That Affiant, in accordance with the provisions of Florida Statute §721.1255 and §718.112, hereby attests that the Notice of Special Meeting of the Members of Palm Beach Resort & Beach Club Condominium Association, Inc., to be held on Friday, June 26, 2020, was timely mailed, hand delivered or electronically transmitted to each unit owner of Palm Beach Resort & Beach Club Condominium Association, Inc., Inc. at the address last furnished to the Association and posted conspicuously on the property at least 14 days before the meeting.

FURTHER AFFIANT SAYETH NAUGHT.

PALM BEACH RESORT & BEACH CLUB
CONDOMINIUM ASSOCIATION, INC.

By: *Georgette DeJesus*
Georgette DeJesus, Property Manager

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 16 day of June, 2020, by Georgette DeJesus as Property Manager of Palm Beach Resort & Beach Club Condominium Association, Inc., who is personally known to me or who produced FL DL # D222-293-54-704 as identification.

Paula M. Smith
NOTARY PUBLIC, State of Florida
Print Name: Paula M. Smith
My Commission Expires:



Palm Beach Resort & Beach Club Condominium Association

Minutes of Special Meeting of Members

Due to social distancing restrictions and concerns over the COVID-19 Emergency, in accordance with Fla. Stat. §718.1265 participation at this meeting was made available online: <https://meetings.ringcentral.com/j/1481787606> or by Telephone: (720) 902-7700; Meeting ID: 148 178 7606, as an in-person meeting was not possible.

Date/Time: June 26, 2020 at 10:00 A.M.

Location: Via Ring Central

Directors Present: Don Laing, Art Russ, Scott MacGregor, Jeff Ingram and Helen Franke

Management Present: Georgette DeJesus & Alex Krakovsky

Counsel: Carolina Sheir and Alessandra Stivelman, Eisinger Law

1. **Call to order by President and appointment of a chairman of the meeting.** The meeting was presided by Don Laing and began at 10:07 a.m. Approximately 70 owners participated by telephone or videoconference.
2. **Proof of Notice of Meeting.** Affidavit of proof of mailing of the Notice of Special Meeting of the Members of Palm Beach Resort & Beach Club Condominium Association, Inc. was provided by Georgette DeJesus. Mailing was effectuated on at least 14 days before the meeting and posted conspicuously on the property and the website pursuant to Florida Law. Due to Covid-19, the original location of the meeting was not available, and the meeting proceeded via teleconference/videoconference.
3. **Determination of Quorum.** A quorum of the membership in person or by proxy was established. The Quorum for the meeting was a majority of the voting interests; the total number of voting interests is 1,479, and therefore, the quorum requirement was 740. In total 1,187 proxies were received.
4. **Preliminary instructions:** Don Laing stated that the goal for the meeting was to ensure that all owners have the opportunity to vote, ask questions and make statements. He advised that owners would be muted other than during the discussion and voting sessions and asked that comments or questions be limited to three minutes.
5. **Reading of the Minutes.** Don announced that the reading of the minutes of the prior owner meeting (the 2019 Annual Meeting) would be addressed at the 2020 Annual Meeting.

6. Discussion and Vote of the membership on whether to continue the interval form of ownership in accordance with Section 25.6 of the Declaration and Fla. Stat. §721.1255.

The attorneys, board and management reviewed chat inquiries, proxies, and voting certificates and endeavored to ensure that all owners wishing to be included in the meeting quorum and to cast their votes were properly represented. At 10:40 AM the floor was open for owner questions and comments. A motion was made from the floor by owner Steve Watson to tally and count the votes Don Laing seconded the motion. After discussion, the vote was tallied as follows:

- a. A total of 1,191 votes were cast
- b. 382 votes to continue the Interval Ownership.
- c. 809 votes not to continue the Interval Ownership.

Based on the foregoing, in accordance with section 25.6 of the Declaration, the Interval Ownership will terminate on January 1, 2021, and the purchasers of Units committed to Interval Ownership shall become tenants in common.

7. Unfinished Business: None

8. New Business: Don Laing gave an update on two large capital projects that had been undertaken at the property recently.

9. Adjournment. There being no further questions or discussion, Art Russ moved that the meeting be adjourned at 11:34 PM. The motion was seconded by Steve Lawson, and the meeting was adjourned.