

ARTICLE IV
CONDOMINIUM PLAN

The condominium is described and established as follows:

A. Survey. The survey of the land, showing all improvements on it, is attached as Exhibit "A."

B. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications prepared by a Florida engineer, a portion of which plans are attached hereto as Exhibit "A."

C. Improvements - General Description.

1. Unit Buildings. The condominium contains fifty-two (52) Units.

D. Unit Boundaries. Shown in the attached Exhibit "A." The Upper Boundary and Lower Boundary of each Unit shall be the following, extended to the Perimeter Boundaries:

1. Upper Boundary: Up to interior of roof, where attic is provided, or up to and including the horizontal plane of the back-surface of the drywall which serves as the Unit's ceiling (back-surface is herein used to indicate the surface of the roof farthest away from the space it is enclosing).

2. Lower Boundary: Down to and including the horizontal plane of the back-surface of the structural slab which serves as such Unit's floor if such Unit is on the ground floor, down to and including the horizontal plane of the back-surface of the concrete topping which serves as such Unit's floor if such Unit is on the upper floor.

3. Perimeter Boundary: The Perimeter Boundary of each Unit shall be up to and including the vertical plane of the back-surface of the drywall serving as a perimeter wall which plan shall be extended to each level's Upper Boundary and Lower Boundary. Where a balcony or patio is attached to the Unit being bounded, the Owner of such Unit shall own the interior decorative surface of the floor and side of such balcony or patio. The Units shall also include all perimeter windows, screens, and doors.

E. Easements/Ingress-Egress. Easements are reserved through the condominium property as may be required for utility services in order to serve this condominium adequately. Easements are specifically reserved over and across the streets constructed on the common property in order that the Unit Owners of this condominium shall have the right of ingress and egress over and across said streets. All of the aforesaid easements shall be in favor of all of the Unit Owners of the condominium known as VILLA TOWERS CONDOMINIUM, their mortgagees, families,

visitors and guests, and shall not be considered or construed as an easement or dedication to the public in general.

F. Easement for Unintentional and Non-negligent Encroachments. In the event that any Unit shall encroach upon any common property for any reason not caused by the purposeful or negligent act of the Unit Owner or Owners, or agents of such, an easement shall exist for the continuance of such encroachment onto the common property for so long as such encroachment shall naturally exist; and, in the event that any portion of the common property shall encroach upon any Unit, then an easement shall exist for the continuance of any encroachment of the common property into any Unit for so long as such encroachment shall naturally exist.

G. Common Elements. The common elements include the land and all other parts of the condominium not within the Units, as well as all conduits, ducts, plumbing, wiring, and any other facilities for the furnishing of utility services that serve more than one (1) condominium Unit.

ARTICLE V

THE UNITS

The Units of the condominium are described more particularly and the rights and obligations of their Owners are established as follows:

A. Unit Numbers. The Units are numbered as shown on Exhibit "A," which is attached hereto.

B. Appurtenances to Units. The Owner of each Unit shall own a share and a certain interest in the condominium property, which share and interest are appurtenant to his Unit.

1. Common Elements and Common Surplus. The undivided share in the land and other common elements.

2. Limited Common Elements. The limited common elements are shown on Exhibit "A." Where the Limited Common Elements consists of a balcony or terrace, the Unit Owner who has the right to the exclusive use of said terrace or balcony shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said exterior balcony or terrace, and the fixed and/or sliding glass door(s) in the entrance way to said terrace or balcony, and the replacement of light bulbs on said terrace or balcony, and the wiring, electrical outlets and fixtures thereon, if any.

3. Association Membership. The membership of each Unit Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association.