

12/14/2015 16:42

Division of Corporations

(FAX)

P-001/024

Page 1 of 2

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Florida Department of State
Division of Corporations
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Account Number : 076376001447
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Fax Number : (561) 833-4209

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FLORIDA PROFIT/NON PROFIT CORPORATION
Flagler Plaza Property Owners Association, Inc.

Certificate of Status	0
Certified Copy	1
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OFFICE OF THE CLERK
TALLAHASSEE, FLORIDA**ARTICLES OF INCORPORATION****OF****FLAGLER PLAZA PROPERTY OWNERS ASSOCIATION, INC.**

(A corporation not-for-profit)

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a corporation not-for-profit under Chapter 617 Florida Statutes and certifies as follows:

ARTICLE I**NAME**

The name of the corporation shall be Flagler Plaza Property Owners Association, Inc., hereinafter referred to as the "Association".

ARTICLE II**PRINCIPAL OFFICE**

The principal street address and mailing address of the Association is 555 Northlake Boulevard, North Palm Beach, Florida 33408.

ARTICLE III**PURPOSE**

The purpose for which the Association is organized is to (i) operate and maintain the Common Property as defined in that certain Declaration of Covenants and Restrictions (the "Declaration") for Flagler Plaza recorded on December 31, 2014 at Official Records Book 27252, page 593 in the office of the Clerk of Circuit Court in and for Palm Beach County, Florida, a copy of which is attached hereto as Exhibit "A" (all terms used herein which are defined in the Declaration shall have the same meaning herein as therein); (ii) enforce the covenants, conditions, restrictions and other provisions set forth in the Declaration; (iii) have such other specific rights, obligations, duties and functions as are set forth in the Declaration; (iv) engage as a not-for-profit organization in protecting the value of the Property; (v) exercise all the powers and privileges and to perform all of the duties and obligations of the Association, including the establishment and enforcement of payment of charges and Assessments and to engage in such other lawful activities as may be to the mutual benefit of the members and the Property.

ARTICLE IV

MANNER OF ELECTION

The manner in which the Directors are elected and appointed shall be as stated in the bylaws of the corporation.

ARTICLE V

POWERS

The Association shall have all of the statutory and common law powers of a corporation not-for-profit which are not in conflict with the terms of these Articles and the Declaration.

ARTICLE VI

MEMBERSHIP

Qualification for and admission to the membership in the Association shall be as set forth in the Declaration.

ARTICLE VII

INDEMNIFICATION OF OFFICERS, DIRECTORS AND COMMITTEE MEMBERS

The Association agrees to indemnify its directors, officers and committee members and may indemnify its employees and agents, to the fullest extent permitted by the provisions of the Florida Not-For-Profit Corporation Act, as the same may be amended and supplemented from time to time, from and against any and all of the expenses or liabilities incurred in defending a civil or criminal proceeding, or other matters referred to in or covered by said provisions, including advancement or expenses prior to the final disposition of such proceedings and amounts paid in settlement of such proceedings, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any bylaw, agreement vote of Members or disinterested directors, officers or otherwise, both as to actions in his or her official capacity and as to actions in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, committee member, employee or agent, and shall inure to the benefit of the heirs, executors and administrators or such a person and an adjudication of liability shall not affect the right to indemnification for those indemnified. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such officer, director or committee member of the Association may be entitled.

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator of the Association is Gary Walk, Ciklin Lubitz & O'Connell, 515 N. Flagler Drive, 20th Floor, West Palm Beach, Florida 33401.

ARTICLE IXBYLAWS

The Bylaws of the Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the Bylaws conflict with these Articles of Incorporation or the Declaration.

ARTICLE XAMENDMENT

These Articles of Incorporation of the Association may be amended, altered or rescinded by vote of a majority of the members; provided, however, that no such amendments shall conflict with the terms of the Declaration or affect the rights of Declarant without the Declarant's prior written approval.

ARTICLE XIREGISTERED AGENT

The name and Florida street address of the registered agent is Gary Walk, Ciklin Lubitz & O'Connell, 515 N. Flagler Drive, 20th Floor, West Palm Beach, Florida 33401.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in these Articles of Incorporation, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.


Gary Walk

12/14/2015
Date

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.


Gary Walk

12/14/2015
Date

12/14/2015 16:43

(FAX)

P.005/024

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EXHIBIT "A"

Prepared by and
Recorder return to:
Gary Walk, Esq.
Ciklin Lubitz Martens & O'Connell
515 N. Flagler Drive, 20th Floor
West Palm Beach, FL 33401
Will Call Box 69

CFN 20140481704
OR BK 27252 PG 0593
RECORDED 12/31/2014 14:15:36
Palm Beach County, Florida
Sharon R. Book, CLERK & COMPTROLLER
Pgs 0593 - 612; (20pgs)

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

FLAGLER PLAZA

THIS DECLARATION OF COVENANTS AND RESTRICTIONS, made and executed this 30th day of December, 2014, by FLAGLER BANK, a Florida banking corporation ("Declarant"),

WITNESSETH:

WHEREAS, Declarant is the owner of those parcels of real property described in Exhibits "A" and "B" attached hereto and made a part hereof (individually, a "Parcel") and collectively, the "Parcels" or the "Property"), which Property is located in Palm Beach County, Florida; and

WHEREAS, Declarant wishes to subject the Property to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth to provide easements for ingress and egress and provisions for maintenance of the Parcels;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, transferred, sold conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth in this Declaration of Covenants and Restrictions.

ARTICLE 1.**DEFINITIONS**

The following terms, as used in this Declaration, shall have the following meanings:

1.1 "Assessment" shall mean and refer to those charges made by the Association from time to time against each Parcel within the Property for the purposes, and subject to the terms, set forth herein.

1.2 "Association" shall mean and refer to FLAGLER PLAZA PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

1.3 "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its maintenance and other obligations set forth herein.

1.4 "Common Property" shall mean and refer to all portions of the Property which are intended for the common benefit of the Owners and which may be owned by the Owners or may be conveyed to the Association by deed, or which may be dedicated to the Association, and all real and personal property which may be acquired by the Association for the benefit and private, common use and enjoyment of the Owners. The Common Property shall include, without limitation, the driveways used for ingress to, and egress from the Property and all parking areas located on the Property.

1.5 "County" shall mean and refer to Palm Beach County, Florida.

1.6 "Mortgagee" shall mean and refer to any bank, bank holding company, trust company or other lender who holds a mortgage of public record on any Parcel or portion thereof.

1.7 "Owners" shall initially mean and refer, collectively, to the owners of fee simple title to the Parcels. The term "Owners" shall also include all successors in title to each of the Parcels.

1.8 "Percentage Share" shall mean and refer to the percentage which the floor area of the improvements on each Parcel bears to the sum of the floor area of the improvements on both Parcels.

1.9 "Village" shall mean and refer to the Village of North Palm Beach.

ARTICLE 2.

PROPERTY SUBJECT TO THIS DECLARATION: TRANSFER OF PARCELS

2.1 The Property which shall be subject to this Declaration upon the recordation hereof in the County public records is the Parcels, as legally described in Exhibits "A" and "B" attached hereto and made a part hereof. The Declarant and its successors and/or assigns may sell, transfer, devise or assign (a) Common Property to the Association and (b) Parcels within the Property to third party purchasers.

ARTICLE 3.

FLAGLER PLAZA PROPERTY OWNERS ASSOCIATION, INC.

3.1 Formation. Declarant has caused the Association to be formed by the filing of the Articles of Incorporation therefor in the office of the Florida Secretary of State. The Association is formed to operate and maintain the Common Property; to enforce the covenants, conditions, restrictions and other provisions set forth in this Declaration; and to have such other specific rights, obligations, duties and functions as are set forth in this Declaration and in the Articles of Incorporation and the Bylaws of the Association.

3.2 Membership. Initially, the Association shall have one member, being the Declarant. A person or entity shall automatically become a member of the Association upon acquisition of fee simple title to a Parcel, by the recording of a deed therefor in the public records of the County. Membership shall continue until such time as the member transfers or conveys its interest of record or the interest is transferred or conveyed by operation of law, at which time membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, and may not be separated from, ownership of a Parcel. No person or entity holding an interest of any type or nature whatsoever in a Parcel only as security for the performance of an obligation shall be a member of the Association.

3.3 Administration of the Association. The Association shall be administered in accordance with this Declaration. The Articles of Incorporation and the Bylaws of the Association may be amended in the manner set forth therein; provided, however, that no amendment shall conflict with the terms of this Declaration; and provided further that no amendment may be made which adversely affects the rights or privileges of any Mortgagee, without the express prior written consent of the Mortgagee so affected. Any attempt to amend this Declaration contrary to these prohibitions shall be of no force or effect.

ARTICLE 4.

COMMON PROPERTY

4.1 Title to Common Property. Title to portions of the Common Property may remain vested in the respective Owners, or may be conveyed to the Association as the Owners (by unanimous vote) and the Association may agree from time to time. Notwithstanding the manner in which fee simple title to the Common Property is held, the Association shall be responsible for

the management, maintenance and operation thereof in accordance with the terms of this Declaration.

4.2 Acquisition and Conveyance of Property. The Association shall have the power and authority to acquire and convey such interest in real and personal property as it may deem beneficial to the Owners. Such interests may include fee simple or other absolute ownership interests, leaseholds, easements, licenses or such other possessory use interests as the Association may determine to be beneficial to the Owners. Any property acquired pursuant to this section shall be considered Common Property.

4.3 Continual Maintenance. In the event of a permanent dissolution of the Association, title to any Common Property owned by the Association at that time shall immediately thereupon vest in the Owners, as tenants in common, who shall collectively provide for the continued maintenance and upkeep thereof.

ARTICLE 5.

EASEMENTS

5.1 Easement Grants. The following easements are hereby granted and/or reserved over, under, across and through the Property:

5.1.1 The Association is hereby granted an access easement over, across, under, upon and through all portions of the Property which are not improved with building structures for the purpose of performing its maintenance obligations as set forth herein, provided that such easement shall not be utilized in any manner which would prevent or unreasonably interfere with any Owner's construction on, and development of, or use or enjoyment of its Parcel in accordance with applicable zoning, building and other laws, ordinances and regulations.

5.1.2 An easement is hereby granted over the entrance driveway within the Property to each Owner for the purpose of ingress to, and egress from the Property from Northlake Boulevard.

5.2 Additional Easements. The Owners shall have the right to grant such additional easements or to relocate existing easements throughout their respective Parcels as the Owners may deem necessary or desirable for the proper operation and maintenance of the Property, provided that such additional easements or relocation of existing easements do not prevent or unreasonably interfere with any Owner's use or enjoyment of its Parcel.

ARTICLE 6.

ASSESSMENTS

6.1 Authority of Association. The Association shall have the power and authority to make and collect Assessments as hereinafter set forth.

6.2 General Assessments. General Assessments shall be determined annually as needed for the purpose of management of the Association and performance of the maintenance obligations of the Association as set forth herein. General Assessments shall be used for the payment of costs of operation, maintenance and management of the Association; insurance coverage for any Common Property owned by the Association; legal and accounting fees; management fees; security costs; emergency services; repairs and replacements for such property required to be maintained by the Association; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Owners or others; and all other expenses deemed by the Association to be necessary and proper.

6.3 Basis and Collection of General Assessments. The Association shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and

shall assess each of the Owners sufficient monies to meet this estimate. All general Assessments shall be allocated between the Owners based on the Percentage Share of their respective Parcels.

6.4 Special Assessments. Should the Association determine at any time that the general Assessments made are insufficient to pay the Common Expenses, it shall have the authority to levy and collect a special Assessment against the Owners to meet such needs. Special Assessments may also be levied and collected for payment, without limitation, of the following: the acquisition of property by the Association and the cost of construction, reconstruction, unexpected repair or replacement of any of the Common Property. Special Assessments shall be levied on the parcels based on their Percentage Share, and shall be collected in such manner as the Association shall determine.

6.5 Effect of Non-Payment of Assessments. All notices of Assessments from the Association to the Owners shall designate when the Assessment is due and payable. If the Assessment is not paid on the date when due, it shall then become delinquent and shall bear interest at the maximum rate allowed by the civil usury laws of the State of Florida, from the date when due until paid. The Assessment, together with interest thereon and the cost of collection thereof, including attorney's fees, shall be a continuing lien against the Parcel against which the Assessment is made and shall also be the continuing personal obligation of the Owner of the Parcel at the time the Assessment is levied. The Association may record a claim of lien in the public records of the County, setting forth the amount of the unpaid Assessment and the rate of interest due thereon. If any installment of an Assessment which is payable in installments shall not be paid within thirty (30) days following the due date, the Association may declare the entire Assessment immediately due and payable. The Association may at any time thereafter bring an action to foreclose the lien against the Parcel assessed in the manner in which mortgages

on real property are foreclosed, and/or suit on the personal obligation of the Parcel Owner, as the case may be. There shall be added to the amount of the Assessment the cost of such action, including attorney's fees incurred by the Association. Any successor in title to a parcel shall be held to have constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments and shall be held liable and responsible for the payment of any delinquent Assessments on the parcel.

6.6 Subordination of Lien to Mortgages. Regardless of the effective date of the lien of any Assessments made by the Association, the lien of such Assessments shall be superior to all other liens but shall be subordinate and inferior to the lien of a first mortgage on a Parcel held by an institutional Mortgagee. Such subordination shall, however, apply only to the Assessments which have become due and payable prior to a final sale or transfer of the mortgaged Parcel pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. No sale or other transfers shall relieve a Parcel from liability for any Assessment becoming due thereafter, nor from the lien of any such subsequent Assessment. Any delinquent Assessments which are extinguished pursuant to a sale or transfer in connection with the foreclosure of an institutional first mortgage shall be allocated and assessed to all Parcel Owners as a Common Expense.

ARTICLE 7.

MAINTENANCE OF PROPERTY

7.1 Owner Responsibility. Each Owner shall be responsible for the maintenance of that portion of the Common Property located upon the Owner's Parcel and shall pay all costs and expenses incurred in connection therewith.

7.2 Association Responsibility. In the event that an Owner fails to perform its maintenance obligations as set forth in the immediately preceding section, the Association or the other Owner (the "Non-Defaulting Owner") shall have the right, but not the obligation, to do so. The decision as to whether the Association shall perform such obligations may be made by the Non-Defaulting Owner. If both Owners have failed to perform their maintenance obligations, both Owners may vote on the decision as to whether to perform such obligations. In the event that the Association or the Non-Defaulting Owner elects to perform the maintenance obligations of the Defaulting Owner, all costs and expenses incurred in connection therewith shall be paid by the Defaulting Owner. Before performing any maintenance obligations of the Defaulting Owner, the Association or the Non-Defaulting Owner shall give written notice thereof to the Defaulting Owner and the Defaulting Owner shall have a period of ten (10) days within which to perform such maintenance obligation (except, however, in the event of an emergency, in which case no such cure period may be given).

ARTICLE 8.

GENERAL PROVISIONS

8.1 Covenants Running with the Parcels. All agreements, covenants, conditions, restrictions, assessments, liens and other provisions contained herein shall constitute a servitude upon each of the Parcels within the Property, and shall run with each Parcel, and shall be binding upon each of the Owners and their respective personal representatives, successors and assigns, and shall inure to the benefit of each of the Owners, the Association and each of their personal representatives, successors and assigns.

8.2 Duration. All of the covenants, restrictions and other provisions of this Declaration shall run with and bind each of the Parcels for a term of thirty (30) years from the

date of recordation of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by each of the then Owners and by all Mortgagees has been recorded in the public records of the County, agreeing to change or terminate these covenants and restrictions.

8.3 Enforcement. Enforcement of the covenants, restrictions, conditions, obligations, reservations, rights, powers, Assessments, liens and other provisions contained herein shall be by a proceeding at law or in-equity against any persons or entities violating or attempting to violate the same and/or against the Parcel(s) subject hereto to enforce any lien created by this Declaration. In the event that the Association fails to enforce the terms of this Declaration then any Owner may do so. The failure or refusal of an Owner or the Association to enforce any of the provisions of this Declaration shall in no event be deemed to constitute a waiver of the right to do so thereafter.

8.4 Assignment. Upon the conveyance of record of a Parcel, all of the rights, powers, obligations, easements and estates reserved by, or granted to the Owner of that Parcel as set forth herein shall be transferred to the new Owner of the Parcel. Except as set forth in the immediately preceding sentence, no Owner shall have the right to assign any of its rights or obligations under this Declaration without the prior written consent of the other Owner. Upon transfer of a Parcel, or upon assignment of an Owner's rights and obligations under this Declaration which has been approved by the other Owner as provided immediately above, the original Owner shall automatically be released of all further obligations and liabilities under this Declaration.

8.5 Amendment. This Declaration may be amended upon the recordation of an appropriate instrument in the public records of the County. Each such amendment shall require

the unanimous approval of the Owners and the Village and the amendment instrument must be executed by each of the Owners and the Village. Any amendment which would affect the rights of any Mortgagee must have the prior written approval of such Mortgagee.

8.6 Non-Condominium. The Association created pursuant to this Declaration and the Articles of Incorporation of the Association is expressly not intended to be a condominium association and is not created in accordance with Florida Statutes Chapter 718, in existence as of the date of recording this Declaration in the public records of the County. The Common Property is not intended to be condominium property under Florida Statutes, Chapter 718, and is not part of the Common elements of any condominium.

8.7 Village Approvals. In addition to this Declaration, each of the Parcels shall be subject to and comply with all existing and future development approvals issued by the Village pertaining to the Property, including but not limited to, any site plan or Planned Unit Development (PUD) approvals..

8.8 Notice. Any notice required or permitted to be given by this Declaration shall be given or made in writing by personal delivery or by certified mail addressed as follows:

8.8.1 To Declarant: Flagler Bank
555 Northlake Boulevard
North Palm Beach, FL 33408
Attn: President

8.8.2 To the Association: Flagler Plaza Property Owners Association, Inc.
c/o Flagler Bank
555 Northlake Boulevard
North Palm Beach, FL 33408
Attn: President

Any notice given in accordance with the provisions of this subsection shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by certified mail, on the date upon which the return receipt is signed or delivery is refused or the notice is

designated by the postal authorities as not deliverable, as the case may be. Each party may give notice to each of the other parties of a change of its address for the purpose of giving notice under this subsection which thereafter, until changed by like notice, shall be the address of such party for all purposes of this Declaration.

8.9 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

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

8.11 Effective Date. This Declaration shall become effective upon its recordation in the public records of the County.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed in its name as of the date first above written.

Signed, sealed and delivered
in the presence of


Jose Cano


Paula Hernandez

STATE OF FLORIDA
COUNTY OF PALM BEACH

FLAGLER BANK, a Florida banking
corporation

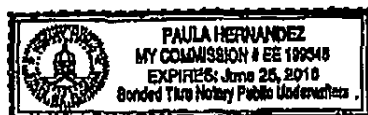
By: 

Edward Sterling, III, President

The foregoing instrument was acknowledged before me this 30th day of December, 2014, by Edward Sterling, III, as President of Flagler Bank, a Florida banking corporation, on behalf of the corporation.

My commission expires:


Notary Public
(Notarial Seal)



JOINDER OF ASSOCIATION

Flagler Plaza Property Owners Association, Inc., a Florida not-for-profit corporation, hereby joins in this Declaration of Covenants and Restrictions for Flagler Plaza for the purpose of agreeing to perform its obligations as contained herein.

WITNESS:

FLAGLER PLAZA PROPERTY OWNERS
ASSOCIATION, INC., a Florida
not-for-profit corporation

By: [Signature]
Edward Sterling, III, President

[Signature]
Print Name: Jose Cano

[Signature]
Print Name: Paula Hernandez

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30th day of December, 2014, by Edward Sterling, III, the President of FLAGLER PLAZA PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation.

[Signature]
Notary Public

My commission expires:

(Notarial Seal)



APPROVAL OF VILLAGE

The Village of North Palm Beach hereby approves the foregoing Declaration as provided in paragraph 2 of the Amended and Restated Declaration of Unity of Title dated October 27, 2007 and recorded at Official Record Book 22223, page 1542 of the public records of Palm Beach County, Florida.

WITNESS:

VILLAGE OF NORTH PALM BEACH

Lois Stoyan
Print Name: Lois Stoyan

By: James P. Kelly
James P. Kelly, Village Manager

Maria Mackenzie
Print Name: Maria Mackenzie

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th day of December, 2014, by James P. Kelly, as Village Manager of the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation, who is personally know to me or who has produced _____ as identification.

Joanna Sharp
Notary Public

My commission expires:

(Notarial Seal)



12/14/2015 16:45

(FAX)

P.019/024

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EXHIBIT "A"

TO

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

FLAGLER PLAZA

H15000294970 3

12/14/2015 16:45

(FAX)

P.020/024

H15000294970.3

**DESCRIPTION & SKETCH
PREPARED FOR:
GENTILE, GLAS, HOLLOWAY,
O'MAHONEY & ASSOCIATES, INC.**

PARCEL "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND, BEING A PORTION OF LOT 10, A PORTION OF LOT 11, AND ALL OF LOT 12, BLOCK 55, AS SHOWN ON THE PLAT OF VILLAGE OF NORTH PALM BEACH PLAT NO. 5, AS RECORDED IN PLAT BOOK 26, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 12, SAID CORNER LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF NORTHLAKE BOULEVARD AND LYING ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 4051.00 FEET AND A CHORD BEARING OF NORTH 84°32'15" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTH RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 02°30'18", A DISTANCE OF 177.11 FEET TO A POINT ON A LINE PARALLEL WITH AND 24.32 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT 11; THENCE ALONG SAID PARALLEL LINE, NORTH 00°36'33" WEST, A DISTANCE OF 197.70 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 11; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 46°41'39" EAST, A DISTANCE OF 144.88 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE OF LOT 11, NORTH 43°18'21" WEST, A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID LOT 10; THENCE ALONG SAID NORTHWESTERLY LINE, NORTH 46°41'39" EAST, A DISTANCE OF 60.17 FEET TO THE NORTHERLY CORNER OF SAID LOT 10, SAID CORNER LYING ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 715.00 FEET AND A CHORD BEARING OF SOUTH 48°46'01" EAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE NORTHEASTERLY LINE OF SAID LOTS 10, 11 AND 12, THROUGH A CENTRAL ANGLE OF 14°07'42", A DISTANCE OF 176.31 FEET TO THE NORTHEAST CORNER OF SAID LOT 12; THENCE ALONG THE EASTERLY LINE OF SAID LOT 12, SOUTH 31°55'50" WEST, A DISTANCE OF 89.96 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE OF LOT 12, SOUTH 08°18'50" WEST, A DISTANCE OF 194.07 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 61.802 SQUARE FEET OR 1.419 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPOSE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: JUNE 6, 2014

LIDBERG LAND SURVEYING, INC.

BY: DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3613

ABBREVIATIONS:

D.B. = DEED BOOK
F.K.A. = FORMERLY KNOWN AS
O.R.B. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
PG. = PAGE

09/03/14

REVISE LEGAL

L.I.C.

**LIDBERG LAND
SURVEYING, INC.**

LD4481

675 West Indian Town Road, Suite 200,
Jupiter, Florida 33488 TEL. 561-746-8484

CAD. K:\JST \ 164243 \ 26-5 \ 14-076-303 \ 14-076-303.DGN

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JOB

14-076-303

OFF.

CASASUS

DATE

JUNE 8, 2014

CND.

D.C.L.

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OF

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DWG.

AM-076

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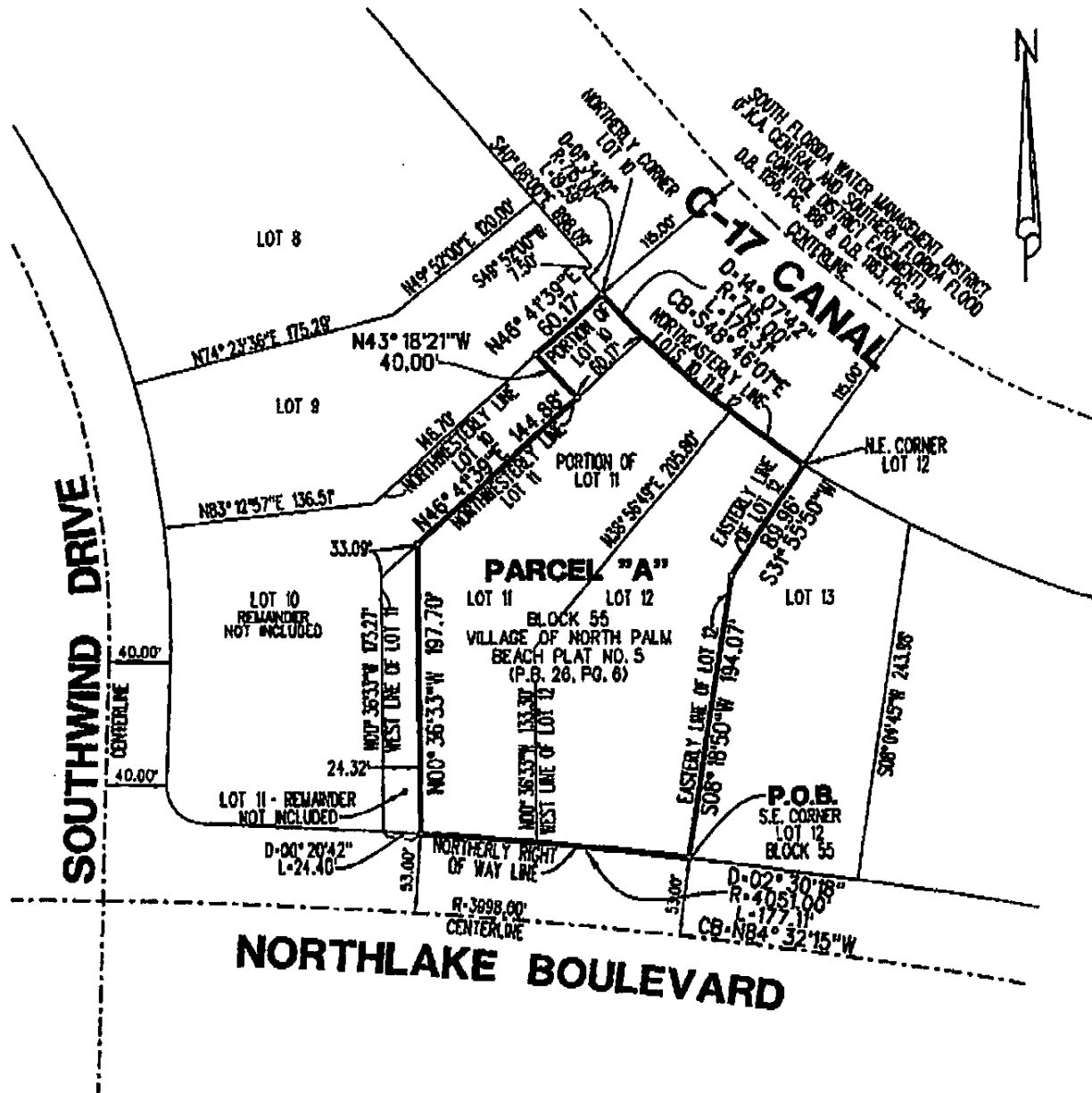
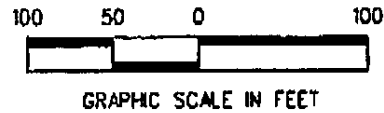
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**DESCRIPTION & SKETCH
PREPARED FOR:
GENTILE, GLAS, HOLLOWAY,
O'MAHONEY & ASSOCIATES, INC.**

PARCEL "A"



**LIDBERG LAND
SURVEYING, INC.**

875 West Indiantown Road, Suite 200
Jupiter, Florida 33458 TEL. 561-746-8454

CAD. 164243 \ 164243 \ 28-8 \ 14-076-303 \ 14-076-303.DGN			
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EXHIBIT "B"

TO

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

FLAGLER PLAZA

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**DESCRIPTION & SKETCH
PREPARED FOR:
GENTILE, GLAS, HOLLOWAY,
O'MAHONEY & ASSOCIATES, INC.**

PARCEL "B"**LEGAL DESCRIPTION:**

A PARCEL OF LAND, BEING A PORTION OF LOT 10 AND A PORTION OF LOT 11, BLOCK 55, AS SHOWN ON THE PLAT OF VILLAGE OF NORTH PALM BEACH PLAT NO. 5, AS RECORDED IN PLAT BOOK 26, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTION 16, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 10, NORTH $83^{\circ}12'57''$ EAST, A DISTANCE OF 136.51 FEET; THENCE CONTINUE ALONG SAID NORTHERLY LINE, NORTH $46^{\circ}41'39''$ EAST, A DISTANCE OF 146.70 FEET; THENCE DEPARTING SAID NORTHERLY LINE, SOUTH $43^{\circ}18'21''$ EAST, A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT 11; THENCE ALONG SAID NORTHERLY LINE, SOUTH $46^{\circ}41'39''$ WEST, A DISTANCE OF 144.88 FEET TO A POINT ON A LINE PARALLEL WITH AND 24.32 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID LOT 11; THENCE ALONG SAID PARALLEL LINE, SOUTH $00^{\circ}36'33''$ EAST, A DISTANCE OF 197.70 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF NORTHLAKE BOULEVARD AND A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 4051.00 FEET AND A CHORD BEARING OF NORTH $86^{\circ}46'50''$ WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE SAID NORTHERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF $01^{\circ}58'52''$, A DISTANCE OF 140.06 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $89^{\circ}05'11''$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG THE EAST RIGHT OF WAY LINE OF SOUTHWIND DRIVE, AS SHOWN ON SAID PLAT OF VILLAGE OF NORTH PALM BEACH PLAT NO. 5, A DISTANCE OF 38.87 FEET TO A POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, NORTH $01^{\circ}18'50''$ EAST, A DISTANCE OF 84.41 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 649.43 FEET AND A CENTRAL ANGLE OF $08^{\circ}05'53''$; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 91.79 FEET TO THE POINT OF BEGINNING.

CONTAINING A TOTAL OF 39,989 SQUARE FEET OR 0.918 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS DRAWING IS NOT A SURVEY.
2. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THIS OFFICE.
3. THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION. THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.
4. THIS LEGAL DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER EMPLOYED BY LIDBERG LAND SURVEYING, INC.
5. DATE OF LEGAL DESCRIPTION: JUNE 6, 2014

LIDBERG LAND SURVEYING, INC.

ABBREVIATIONS:

D.B. = DEED BOOK
F.K.A. = FORMERLY KNOWN AS
O.R.B. = OFFICIAL RECORD BOOK
P.B. = PLAT BOOK
P.O.B. = POINT OF BEGINNING
PG. = PAGE

BY: DAVID C. LIDBERG
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 3613

**LIDBERG LAND
SURVEYING, INC.**

LB4431

875 West Indian Town Road, Suite 200,
Jupiter, Florida 33458 TEL. 561-748-8434

CAD. 104243 \ 164243 \ 26-6 \ 14-076-303 \ 14-076-303.DGN

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CASASUS

DATE

JUNE 6, 2014

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