

HASTINGS G
AMENDMENT TO DECLARATION
OF CONDOMINIUM AND
NOTICE OF CANCELLATION
OF GRANT OR RESERVATION

Pursuant to the provisions of Sections 711.66(5) and 718.302, Florida Statutes, Hastings G Condominium Association, whose Declaration of Condominium is recorded in the Public Records of Palm Beach County at Official Records Book 1972, Page 855, hereby gives notice that over seventy-five percent (75%) of the members of the Condominium Association have given their concurrence to cancel the attached easements and easement rights retained by Century Village, Inc. (Developer) which attempt to give easements over Hudson Street and parking areas all of which are common elements of the Condominium. Furthermore, by over seventy-five percent (75%) vote of the Association, the following provisions of the Declaration of Condominium are amended:

1. Paragraph Q of Article XIX of the Declaration of Condominium is amended as follows (~~struck--through~~ language is deleted, underlined language is added):

29.60

Q. The Condominium property may not be abutting, contiguous or adjacent to any public street, road, or right-of-way. The Developer covenants to provide access from North Haverhill Road (a public dedicated road), to the Condominium property for road purposes for ingress and egress, and for such easements as may be required for drainage and utility service easements. The access easement area contemplated in this paragraph shall be for the benefit of all persons resident upon the lands or portions of the lands described in that certain Deed dated June 11th, 1968, and recorded in Official Records Book 1659 at Page 394, of the Public Records of Palm Beach County, Florida, ~~and all persons designated by the Developer in its sole discretion.~~ The aforesaid easement shall not create a burden upon the access easement land, nor shall it run with this Condominium, and the Developer shall have the continuous right to change and re-locate such access easement as often as it desires, without the requirement of the Condominium Association, the unit owners in this Condominium, and all other persons entitled to the use of said access easement consenting to or joining in an instrument to accomplish the foregoing. The Developer shall also have the right to dedicate such access easement as it desires to the public and the appropriate Governmental authority, without the consent or execution of an instrument to this effect by persons entitled to the use of said access easement. The foregoing right of the Developer is limited only to the extent that such changing and relocation or dedication of the access easement shall be reasonable. The foregoing right of the Developer is further limited to only lands which are not a part of the common elements of this Condominium.

Prepared By:
Rod Tennyson, Esq.
Powell Tennyson & St. John
325-C Clematis Street
West Palm Beach, Fl 33401

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The access easement referred to herein is as designated in Exhibit No. 1 annexed to this Declaration. The unit owners of this Condominium shall be responsible for the care and maintenance of those portions of the Condominium property that are designated as and are subject to the easement of being parking streets. The Condominium property shall be subject to such drainage lagoons and utility service easement as the Developer Association may hereafter deem necessary, ~~provided the Developer causes the necessary repairs to be made after the installation of such easements,~~ and provided the foregoing does not structurally weaken the building upon the Condominium property, nor unreasonably interfere with the enjoyment of the Condominium property by the unit owners. ~~The Developer and its designees shall have the right to enter upon the Condominium property for the purpose of constructing, maintaining and repairing said easements and the equipment thereon.~~ Where a portion of the Condominium property is designated as a lagoon on Exhibit No. 1 annexed to this Declaration, said area is a Drainage easement. All easements referred to herein shall be for the benefit of those persons in residence upon the land or portions of the lands described in the Deed hereinabove set forth and ~~such other parties as designated by the Developer in its sole discretion.~~

~~Should the Developer grant additional access easements for road purposes and/or as may be required for drainage lagoons and utility services which connect with the access easements designated in Exhibit No. 1, the same shall automatically be a part of the access easement hereinbefore provided, as if originally set forth herein.~~

2. Legend Notes 11 and 13 of Exhibit No. 1 of the Declaration of Condominium are hereby amended as follows:

11. 'The Condominium property shall be subject to such drainage, lagoon and utility service easements as specified herein, ~~and as the Developer may hereafter deem necessary,~~ pursuant to the Declaration of Condominium to which this Exhibit No. 1 is attached.'
13. 'Area designated, "Parking Streets", are road easements for ingress and egress over, upon and across said area, for the benefit of all persons resident upon the lands, or portions of lands described in that certain Deed specified in Article XVIII.Q. of the Declaration of Condominium to which this Exhibit No. 1 is attached, ~~and all persons designated by the Developer.~~ The foregoing easement hereby created shall burden the land described in this Exhibit for the benefit of the ~~parties~~ unit owners described herein, and shall run with the land. No right shall ever accrue to the public from this easement, and said easement hereby created shall endure to November 1st, 2067, and thereafter, for successive periods of ten years, unless sooner terminated by a recorded document, duly executed and recorded by the persons required.

Said easement may be terminated in whole or in part, prior to November 1st, 2067 and thereafter, or changed, relocated or expanded to include additional parties upon the joint consent of the Association Developer, its successors and assigns, and the owners of all the lands described hereinabove, except where all or portions of said lands shall have been submitted to Condominium ownership as provided in Florida Statute 711. The Condominium Associations responsible for the operation and management of said Condominiums are irrevocably appointed and authorized by the Condominium parcel owners to execute said instrument, and the execution of said instrument by the Condominium parcel owners shall not be required. The foregoing shall be deemed to be included in the Declaration of Condominium to which this Exhibit No. 1 is attached, just as though it were fully set forth therein. The foregoing easement shall be subject to such easements as may be required for drainage and utility service easements as the Developer Association may hereafter deem necessary, and the Association Developer shall have the right, in its sole discretion, to grant such drainage and utility service easements over, upon and across and under said parking street easement area as it deems necessary, and the consent of no other party shall be required.

HASTINGS G CONDOMINIUM
ASSOCIATION, INC.

SEPTEMBER 22, 1982

By: Morris A. Finkel
President

Attest: Esther Finkel
Secretary

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

BEFORE ME, the undersigned authority, this day personally appeared MORRIS A. FINKEL and ESTHER FINKEL, to me known to be the President and Secretary, respectively, of HASTINGS G CONDOMINIUM ASSOCIATION, INC., who being by me first duly cautioned and sworn upon oath, have acknowledged before me that they have executed this instrument as such President and Secretary, and that said instrument is the free act and deed of said corporation.

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:

This Instrument Prepared By:

Rod Tennyson, Esq.
325-C Clematis Street
West Palm Beach, Florida 33401
Telephone: (305) 659-5133

NOTARY PUBLIC STATE OF FLORIDA
AT LARGE MY COMMISSION EXPIRES
FEB. 2, 1984 BONDED THRU
GENERAL INS. UNDERWRITERS

PREPARED

JEFFREY D. KNEEN

LEVY, PUSCO, PERRY & REITER

P. O. BOX 947

WEST PALM BEACH, FLA. 33402

120530

EASEMENT DEED

This Indenture, made this 6th day of November, 1973, by and between CENTURY VILLAGE, INC., a Florida corporation, whose principal place of business is in Palm Beach County, Florida, hereinafter referred to as the "Grantor", and CONGREGATION ANSHEI SHOLOM OF WEST PALM BEACH, FLORIDA, INC., a Florida non-profit corporation, located in Palm Beach County, Florida, hereinafter referred to as the "Grantee";

W I T N E S S E T H :

WHEREAS, the Grantor is the developer of the condominium project located in Palm Beach County, known as CENTURY VILLAGE, and as the developer, the Grantor has the power and right according to the various declarations of condominium filed thereon, to grant easements over and upon the through-streets and parking streets of the development;

WHEREAS, the Grantee is the owner of the following described property:

Southwest quarter of Southeast quarter of Southwest quarter of Southeast quarter of Section 14, Township 43 South, Range 42 East, Palm Beach County, Florida, containing 2 1/2 acres, more or less.

WHEREAS, said described property of the Grantee, upon which the Grantee will construct a synagogue is land-locked and has no available access to a public road;

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, in hand paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, the parties agree as follows:

The Grantor does hereby grant, assign and set over to the Grantee and its membership an easement in, to, upon and over the following through-streets and parking streets in the condominium development known as CENTURY VILLAGE according to the plats on file in the Public Records of Palm Beach County, Florida:

CENTURY BOULEVARD
EAST DRIVE
NORTH DRIVE
GLENCOE STREET
GROVE STREET
HUDSON STREET.

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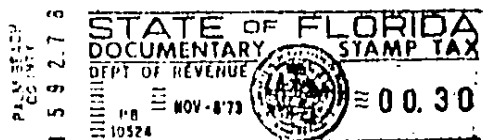
Said easement being for the sole and only purpose of ingress and egress to and from the property described herein. It is distinctly agreed and understood that the easement thus granted is not an exclusive easement but is subject to the rights of the residents of CENTURY VILLAGE and the various condominiums therein, according to the declarations of condominium filed in the Public Records of Palm Beach County, Florida.

It is expressly understood that the easement herein granted is personal to the Grantee and its membership and does not run with the land. In the event the above described property shall ever cease to be used as a site for a synagogue or in the event said property is conveyed by the Grantee, then this easement shall become null and void.

The parties agree that in the event there shall ever become available a means of access to the above described property over and upon publicly dedicated roads, then this easement shall become null and void.

It is the express intent of the Grantor that only the Grantee and its membership should be allowed to use this easement and that prior to the completion of construction of any building on the lands owned by the Grantee, there will be erected a barrier or a fence at least six (6) feet high and which will be approved by the Grantor, which approval will not be unreasonably withheld, on the eastern, southern and northern boundaries of the property, and that said fence and/or barrier will be maintained for as long as the easement being granted herein is in effect. In the event any adjacent landowners of the above described property, other than the owners of condominiums in CENTURY VILLAGE, are permitted to use this easement, then the Grantor may, at its discretion, revoke this easement and cause it to be null and void.

IN WITNESS WHEREOF, this easement deed has been executed



123354

Prepared by

JEFFREY D. KNEEN

Levy, Pincus, Perry, Rottor & Shapiro

P. O. Box 1151

Palm Beach, Fla. 33480

AMENDMENT TO EASEMENT DEED

WHEREAS, on November 6, 1973 CENTURY VILLAGE, INC. granted to CONGREGATION ANSHEI SHOLOM OF WEST PALM BEACH, FLORIDA, INC. a certain easement as recorded in Official Record Book 2263, Page 355 in the Public Records of Palm Beach County; and

WHEREAS, the parties desire to amend said Easement Deed.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, in hand paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, said Easement Deed is amended in the following respects:

1. The following paragraph shall be added to the Easement Deed:

"Notwithstanding anything contained herein to the contrary, in the event a mortgage is placed upon the property owned by Grantee, the funds of which are to be used for construction of improvements thereon, and further, in the event that any person shall acquire title to said property by virtue of a foreclosure by said mortgagee or if said mortgagee acquires title as a result of the deed in lieu of foreclosure, this easement shall inure to said person or mortgagee and not become null and void; provided, however, that said property and the improvements thereon shall continue to be used by said person or mortgagee as a house of worship. In the event said property and improvements thereon shall ever cease to be used as a house of worship, this easement shall become null and void."

2. The parties agreed in the recorded Easement Deed that there be erected a six (6') foot barrier around the eastern, southern and northern boundaries of such property and that such barrier be maintained for as long as the easement being granted herein is in effect. The parties now wish to amend said paragraph so that it shall read as follows:

"The Grantee shall erect a barrier or fence at least six (6') feet high upon the southern forty (40) feet of the western boundary of the subject property. This fence or barrier shall be maintained for as long as the easement being granted herein is in effect unless required to be removed by governmental authorities. The intent of the parties is that the property owners to the north and east of the subject property who may have an easement on the south forty (40') feet of the subject property may not allow access to the easement granted herein. In the event that any said adjacent landowners are permitted to use this easement, Grantor may, at its discretion, revoke this easement and cause it to be null and void."

3. In all other respects the Easement Deed shall remain

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unchanged and in full force and effect.

IN WITNESS WHEREOF, the Grantor has set its hand and seal
on the 1st day of December, 1974.

Witnesses:

Catherine L. Lahey
Shirley H. Sizor

~~CENTURY VILLAGE, INC.~~

By

H. Irwin Levy, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

10th The foregoing instrument was acknowledged before me this day of December, 1974 by H. IRWIN LEVY, as President of CENTURY VILLAGE, INC., a Florida corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 2, 1978
Bounded By American Fire & Casualty Co.

REC-2375 PAGE 33

Recorded in U N Book 15
Record verified
Falm Beach County, Fla.
John H. Duffin
Black Street Court

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LAW OFFICES OF LEVY, BLISCO, PERRY, HEITER & SHAPIRO, PALM BEACH, FLORIDA

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ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08-11-2010 BY 60322
SUPERVISOR/SP-5 JAC/STP