

DECLARATION OF CONDOMINIUM

86-133611

TD ASSOCIATES, a Florida general partnership (the "Developer"), hereby makes the following declarations:

1. PURPOSE. The purpose of this declaration of condominium (the "Declaration") is to submit the land and improvements described herein to condominium form of ownership and use in the manner provided in Chapter 718, Florida Statutes (the "Condominium Act"). Except where permissive variances therefrom appear in this Declaration and its exhibits, including the annexed by-laws and/or articles of incorporation of Middle River Homes Condominium Association Inc., a Florida corporation not for profit, or in lawful amendments to these instruments, the provisions of Chapter 718, Florida Statutes, including the definitions therein contained, are adopted herein by express reference as if set forth in haec verba. This Declaration and its exhibits, the annexed by-laws, the articles of incorporation of said corporation, as lawfully amended from time to time, and the Condominium Act shall govern this condominium and the rights, duties and responsibilities of owners of condominium parcels therein.

2. NAME. The name by which this condominium is to be identified as "Middle River Homes, a Condominium" (hereinafter referred to as the "Condominium").

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP. The following property is hereby submitted to the condominium form of ownership.

A. The Land. The lands, owned in fee simple by the Developer, lying and being situate in Broward County, Florida, as more particularly set forth in exhibit "A" attached hereto, which lands are called "the land".

B. The Improvements. The improvements upon the lands described in exhibit "A" hereto are comprised of five (5) buildings containing a total of forty-four (44) residential condominium units, and all the common elements and improvements appurtenant thereto, as more particularly set forth in the plot plan, survey and graphic descriptions of improvements as shown in exhibit "B" attached hereto and made a part hereof as though set out in full.

4. DEFINITIONS. As used in this Declaration and all exhibits attached hereto, unless the context otherwise provides or requires, the following terms shall have the meanings or definitions listed below.

This instrument prepared by  
BRUCE M. LEVINE, ESQ.  
4901 N.W. 17th Way, Ste. 504  
Ft. Lauderdale, FL 33309

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Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by the Condominium Act.

A. Act or Condominium Act - means and refers to the Condominium Act of the State of Florida (Chapter 718, Florida Statutes) as it exists on the date hereof.

B. Assessment - means a share of the funds required for the payment of common expenses which from time to time are assessed against an owner.

C. Association or Corporation - means Middle River Homes Condominium Association, Inc., the entity responsible for the operation of the Condominium.

D. Board - means the board of directors of the Corporation.

E. By-Laws - means the By-Laws of the Association as they exist from time to time, and as they may be amended from time to time.

F. Common Elements - means the portion of the Condominium property not included in the units. Common elements shall include the tangible personal property required for the maintenance of the common elements and limited common elements even though owned by the Association. References to common areas mean, and are, the common elements, and said words "common areas" and "common elements" are used interchangeably.

G. Common Expenses - include: (1) expenses of administration and management of the Condominium property; (2) expenses of maintenance, operation, repair or replacement of common elements; (3) expenses declared as common expenses by the provisions of this Declaration or the By-Laws; (4) any valid charge against the Condominium as a whole.

H. Common Surplus - means the excess of all receipts of the Corporation, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over and above the amount of money expended as common expenses.

I. Complex - means and refers to the entire Middle River Homes Complex which is contemplated to consist of condominium buildings and common elements for this Condominium, for which this Declaration is applicable (constructed upon the land which is legally described as exhibit "A" as attached hereto) and other land as hereinafter described. The land of the Complex is expected to consist of the real property described in exhibit "G" attached hereto and made a part hereof as though set out in full and hereinafter sometimes referred to as the "Complex Land". The Complex plan for development is expected to consist of the entire group of condominiums, other fee simple residential dwelling units, and/or rental type structures, recreational lands and accessways which the Developer, its assignee or nominee, intends to construct, but is not obligated to construct upon the Complex Land. The sole portion of the Complex which shall be available on a non-exclusive basis for the

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benefit of Unit Owners shall be the Condominium property. The land of the Condominium (exhibit "A" hereto) is a part of the land of exhibit "G" hereto. However, only the land of exhibit "A" hereto is part and parcel of this Condominium and the other land of the Complex (excluding the land of exhibit "A") is not part and parcel of this Condominium.

J. Condominium - means that form of ownership of condominium property under which units or improvements are subject to ownership by one or more owners, and there is appurtenant to each unit, as part thereof, an undivided share in common elements.

K. Condominium Documents - means this Declaration and the prospectus to which it is an exhibit, and all exhibits thereto as same, from time to time, may be amended.

L. Condominium Unit - means a part of the property which is subject to private ownership; said unit being a unit space designated as "Condominium Unit" or "Unit" on the plot plan, survey and graphic descriptions attached hereto as exhibit "B".

M. Condominium Parcel - means the Condominium Unit, together with an undivided share in the common elements appurtenant thereto.

N. Co-Tenant - means an owner owning a condominium parcel in conjunction with another owner.

O. Declaration - means this instrument and all exhibits attached hereto as it or they, from time to time, may be amended.

P. Developer - means TD Associates, a Florida general partnership ("TD"). Developer also means any successor or assign of TD which acquires all or any portion of the Condominium or the Complex and/or all or portions of the lands comprising the same for the purpose of development and to which TD specifically assigns all or a part of the rights of the Developer hereunder by an express written assignment in recordable form.

Q. Directors - means the directors of the Corporation.

R. Institutional Mortgagee - means the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage is either a bank or life insurance company or a federal or state savings and loan association, or a mortgage or real estate investment trust, or a pension and profit sharing fund, or a credit union, or a Massachusetts business trust, or an agency of the United States Government, any other state, municipal or governmental body, or any entity controlling, controlled by or under common control with any of the foregoing, or a lender generally recognized in the community as an institutional lender or the Developer, or assignee, nominee, or designee of the Developer (in the event that the Developer, or its designee is engaged in a uniform, marketing plan for offering mortgage financing).

S. Institutional Mortgage - means a mortgage owned or held by an institutional mortgagee.

T. Insurance Trustee - means that Florida bank having trust powers, designated by the board to receive proceeds on behalf of the corporation, which proceeds are paid as a result of casualty or fire loss covered by insurance policies.

U. Limited Common Elements - means and includes that portion of the common elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

V. Member - means an owner or co-tenant who, or which, is a member of Middle River Homes Condominium Association, Inc., a Florida non-profit membership corporation, hereinafter referred to as "Association" or "Corporation".

W. Occupant - means the person or persons, other than the owner, in possession of a Condominium Unit.

X. Owner - means that person or entity owning a Condominium parcel.

Y. Property or Condominium Property - means and includes the real property submitted 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.

Z. Utility Services - as used in the Condominium Act and construed with reference to this Condominium and as used in the Declaration and By-Laws, shall include, but not be limited to, electric power, gas, water, heating, air-conditioning, sprinkler, irrigation, drainage, sewage, cable television and garbage disposal.

AA. Voting Member - means an owner or his designee empowered to vote at annual or special meetings.

5. IDENTIFICATION. The Condominium units and all other improvements constructed on the Condominium property are set forth in detail in exhibit "B" attached hereto and made a part hereof. Each Condominium Unit is described in exhibit "B" in such a manner that there can be determined therefrom the identification, location, and dimensions of such Unit and the common elements appurtenant thereto.

Each Condominium Unit is identified by reference to the building in which it is located and by a number, letter or name, or combination thereof, as shown on exhibit "B", so that no Unit bears the same designation as any other Unit.

6. EASEMENTS. Each of the following easements is a covenant running with the land of the Condominium, to wit:

A. Utility Services; Drainage. Easements are reserved under, through and over the Condominium property as may be required for the use and sharing of utility services, cable television and other services, and drainage in order to serve the Condominium and the Complex. A unit owner shall do nothing within or outside his unit that interferes with or impairs the utility or other services or drainage facilities or use of these easements. The board of directors of the Association or its designee shall have a right of access to each unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service and drainage facilities and common elements contained in the Unit or elsewhere in the Condominium property,

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and to remove any improvements interfering with or impairing facilities, services or easements herein reserved; provided that such right of access shall not unreasonably interfere with the unit owner's permitted use of the Unit, and entry shall be made on not less than one (1) days' notice except in the event of an emergency. Drainage systems on the Condominium property shall be maintained continuously in good condition by the Association or its designee and easements are hereby granted over all Condominium parcels in favor of all unit owners and the Association with respect thereto; provided that such easements shall not unreasonably interfere with the unit owner's permitted use of his Unit. Such easements shall be for the use and benefit of owners, institutional mortgagees or tenants, and those claiming by, through or under the aforesaid. With respect to any easements set forth herein, all such easements shall be for the use and benefit of owners, institutional mortgagees or tenants, and those claiming by, through or under the aforesaid.

B. Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores, and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for emergency vehicular and pedestrian traffic over, through and across such portions of the common elements and limited common elements as may, from time to time, be paved and intended for such purposes; and such easements shall be for the use and benefit of owners, institutional mortgagees, or tenants, and those claiming by, through or under the aforesaid.

C. Easement for Unintentional and Non-Negligent Encroachments. If a Unit shall encroach upon any common element, limited common element or upon any other Unit, by reason of original construction or by the non-purposeful or non-negligent act of the unit owner or Developer, then an easement appurtenant to such encroaching Unit to the extent of such encroachment shall exist so long as such encroachment shall exist. If any common element or limited common element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such common element or limited common element to the extent of such encroachment shall exist so long as such encroachment shall exist.

D. Support. The Developer and Association hereby grant to each other, their heirs, successors, and assigns, and all third party beneficiaries, including Condominium Unit owners, their lessees, guests, invitees, servants, and employees, the right of support for all structures on any portion of the real property of the Condominium.

E. Additional Easements. The Developer (during any period in which there are any unsold residential units in the Complex) and the Association each shall have the right to grant such additional electric, telephone, telephone answering service, drainage, irrigation, sprinkler, cable television or other utility or service easements. The Developer

shall have the right with consent by the Association to relocate any existing utility or service easements in any portion of the Condominium property, and to grant such access easements as the Developer shall deem necessary for the proper operation and maintenance of the improvements or any portion thereof, or for the general health or welfare of the unit owners, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the units in the Condominium for dwelling purposes.

F. Covenant. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute covenants running with the land, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. Owners do hereby designate Developer and/or Association as their lawful attorney in fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

7. COMMON ELEMENTS. Common elements as hereinabove defined shall include within its meaning, in addition to the items as listed in the Condominium Act, the following items:

A. An undivided share in the common surplus.

B. Easements for ingress, egress, support, maintenance, repair, replacement and utilities.

C. Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over condominium units or any of them.

D. Easements through units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to units and common elements and easements of support in every portion of a unit which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such units.

E. All bearing walls or columns located within units constitute parts of the common elements to the unfinished surface of such walls or columns. Notwithstanding anything herein to the contrary, sliding glass doors and accompanying screen doors located within all walls (including bearing walls) that are within units comprise a portion of such units and, accordingly, expenses for upkeep, maintenance, repair and replacement are solely the responsibility of unit owners.

8. OWNERSHIP OF COMMON ELEMENTS AND RESTRICTIONS THERETO. The owner of each unit shall own a share and interest in the condominium property which, together with such owner's membership in and voting rights regarding the Association, is appurtenant to his unit, which includes, but is not limited to, the following items which are appurtenant to the several units, if expressly indicated as such:

A. Common Elements. Each of the unit owners shall own as an appurtenance to his Unit equal undivided shares, stated as a fractional ratio expressing a percentage, in the common elements and the limited common elements appurtenant to his Unit. The percentages of ownership of common elements are expressed by the establishment of a fractional ratio, the numerator for which is one (1), and the denominator for which is the total number of Units in the Condominium. The percentages for the Units upon the real property being submitted to condominium ownership are set forth in Exhibit "C" hereto. The percentages which would be applicable to all Units in the event that Phase II is phased into the Condominium are set forth in Exhibit "J" to this Declaration.

B. Common Surplus. Each unit owner shall own any common surplus of his Condominium in the same percentage as the common elements appurtenant to each unit are shared. This ownership, however, does not include the right to withdraw or require payment or distribution of the same.

C. Automobile Parking Spaces. The parking areas of the Condominium are set out in exhibit "B" attached hereto. In the event that Phase II is phased into the Condominium, such additional parking as is depicted upon Exhibit "I" hereto shall also be available to unit owners. Every condominium unit shall be assigned one (1) parking space. All parking spaces, until assigned, are common elements of this condominium. The Developer shall have sole discretion to establish which parking spaces shall be assigned to which units. Once a parking space is assigned to a unit, the same shall be deemed a limited common element of the unit to which it was assigned. Once a parking space is assigned and is a limited common element, such parking space may not thereafter be separately conveyed, hypothecated, transferred, encumbered or otherwise dealt with, and the use thereof shall pass only with title to the condominium unit to which it is appurtenant. Notwithstanding the status of a parking space as a limited common element, all maintenance, upkeep and repair expenses relating thereto shall be borne by the Association. Any parking spaces which remain unassigned shall belong to the Association as a common element for guest parking and shall be utilized by the Association for the needs of the building and the condominium unit owners.

For a term of four (4) years from the date of recordation of this Declaration, the Developer reserves the right to assign as limited common elements or sell for such consideration as the Developer, in its sole discretion deems advisable, parking spaces not otherwise previously assigned to units pursuant to the provisions set forth hereinabove. In the event the Developer does not assign all or any of the foregoing parking spaces within said four (4) year period, then any such unassigned parking spaces shall remain common elements of this Condominium.

No parking space shall bear the same identifying number as any other.

The Developer may add additional parking spaces to the parking areas at any time in the event that the governing municipal authority allows additional spaces to be added for the Condominium. In such event, Developer may add such spaces without approval from any other party whatsoever and assign such parking for such dollar consideration as it deems appropriate in the same manner as referred to hereinabove.

9. COMMON EXPENSES. The common expenses of the Condominium shall be shared by the unit owners of the Condominium in the same percentage as the common elements appurtenant to each unit are shared. The foregoing ratio of sharing common expenses and assessments shall remain, regardless of the purchase price of the Condominium parcels, their locations or amenities, or the building square footage included in each condominium unit.

10. LIMITED COMMON ELEMENTS. Each unit shall have (each unit owner shall own) as part and parcel of its own air-conditioning and heating unit the compressor and related parts resting upon the slab or surface areas depicted or referred to in Exhibit "B" hereto. The slab or upper surface underneath such components shall constitute limited common elements appurtenant to the respective condominium units served by such cooling and heating components. Expenses for the maintenance, repair or replacement of such limited common elements and all components thereon shall be paid for by the unit owners of the units served thereby. No maintenance, repair or replacement of such components shall be undertaken unless the person or entity assuming such undertaking is duly licensed and expressly authorized in writing to perform such services by the board of directors.

11. GOVERNING BODY. The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the condominium shall be Middle River Homes Condominium Association, Inc.

The By-Laws of the Association are attached hereto as exhibit "D" and made a part hereof, and a copy of the Articles of Incorporation of the Association is attached hereto as exhibit "E" and made a part hereof.

All parties hereafter owning condominium parcels (owners) in this condominium which interest is evidenced by recordation of a proper instrument in the Public Records of Broward County, Florida, shall automatically be members of the Association, and such membership shall automatically terminate when such persons have divested themselves of such interest.

An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote which vote shall be cast by the voting member. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by

more than one person, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit filed with the secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by the president or the vice-president and attested by the secretary or the assistant secretary of the said corporation, and filed with the secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any owner thereof.

A person or entity owning more than one condominium parcel may be designated as a voting member for each such condominium parcel which it or he owns. The Developer shall be deemed an owner and voting member of and for each unsold condominium unit. Failure by all owners of any condominium parcel to file the aforementioned written statement with the secretary prior to or at a members' meeting will result in depriving such owners of a condominium parcel of a vote at such meeting.

All the affairs, policies, regulations, and properties of the Association shall be controlled and governed by the board of directors of the Association, which board shall be comprised of voting members only, subject, however, to the right of Developer to designate and replace such board members or Association officers as Developer may desire and no such designated appointees need be voting members.

The Association shall have all of the powers and duties reasonably necessary to operate this Condominium as set forth in this Declaration, the By-Laws, and the Articles of Incorporation of the Association, and as the same may be amended. It shall also have all the powers and duties of an association, as set forth in the Condominium Act, as well as all powers, duties granted to or imposed upon it by this Declaration, including:

A. The irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein which are necessary to prevent damage to the common elements or to any other unit or units.

B. The power to make and collect assessments and to lease, maintain, repair and replace the common elements.

C. The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by unit owners at all reasonable business hours.

D. The power to enter into contracts with others for a valuable consideration, including but not limited to contracts for vending machines, cable television, security service, landscaping maintenance, pest control, water treatment, and for the maintenance and management of the subject condominium property, including the normal maintenance and repairs of the common elements, and in connection

therewith to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payment, and the like. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium unit.

Each unit owner, his heirs, successors and assigns, shall be bound by any management agreement in the event a management agreement is entered into by the Association, or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners as required under said management agreement and acknowledging all of the terms and conditions thereof, including the manager's fee, if any, the maintenance, rental and/or expense of any apartment provided the manager, if any, and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association.

E. The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium property, and for the health, comfort, safety and welfare of the condominium unit owners, all of whom shall be subject to such rules and regulations.

F. The power to grant or contract for easements, licenses and other privileges and duties on behalf of the membership where no member's rights are substantially affected, including the authorization through the sole action and approval of its Board of Directors to permit the sharing, joinder and hookup by owners of all or portions of the Complex into any and all utilities, pipes, lines, or conduits upon the Condominium.

G. Subsequent to the filing of this Declaration, when authorized by a vote of sixty-six and two-thirds (66-2/3%) percent of the total vote of the unit owners of the Condominium and approved by the owners and holders of institutional first mortgages encumbering condominium parcels who represent a majority of the dollar indebtedness institutionally mortgaged against this Condominium, then and in that event, the Association may purchase and/or acquire and enter into agreements from time to time whereby it acquires leaseholds, memberships, and other possessory or use interests in land or facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation and other use or benefit of the unit owners. The expense of ownership, rentals, membership fees, operations,

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replacements and other undertakings in connection therewith shall be common expenses, together with all other expenses and costs herein or by law defined as common expenses.

H. The power to amend the By-Laws in the manner provided for herein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any institutional mortgage covering any condominium parcel(s), or which would change the provisions of the By-Laws with respect to institutional mortgagees, without the written approval of all institutional mortgagees of record.

12. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS. The responsibility for the maintenance of the Condominium property and restrictions upon its alteration and improvement shall be as follows:

A. By the Association. The Association shall operate, maintain, repair and replace at the Association's own expense:

(1) All common elements.

(2) All portions of the units (except interior wall surfaces and interior surfaces of walls or other enclosures bounding limited common elements) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building and load-bearing columns.

(3) All conduits, ducts, plumbing, air-conditioning ducts and conduits, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls, and all such facilities contained within a unit which service part or parts of the Condominium other than the unit within which same are contained.

(4) All incidental damage caused to a unit by the above work.

B. By the Condominium Parcel Owner. The responsibility of the condominium parcel owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of the unit except the portions to be maintained, repaired and replaced by the Association. Notwithstanding the provisions of paragraph 12A above, included within the responsibility of the unit owner shall be windows, screens and doors opening into or onto his unit, terrace or balcony, sliding glass doors and plate glass. All such maintenance, repairs and replacements shall be done without disturbing the rights of other unit owners.

(2) Each unit owner shall be and is the sole owner of his condominium unit's individual air-conditioning and heating unit, regardless of whether such unit is located inside or outside his condominium unit. Accordingly, unit owners shall maintain, repair and replace, at their own expense, any portions of such system in need thereof, including, but not limited to, the compressor, condensor, motor, fan and related parts. Unit owners shall not, however, be responsible for such conduits and ducts as are described in paragraph 12A(3) hereof.

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(3) Within the unit, to maintain, repair, and replace at his expense all fans, stoves, refrigerators, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage, and sanitary service to his condominium unit.

(4) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building including terraces or yard areas or walls, fences or railings bounding the same, or any stucco portion of the unit.

(5) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

(6) No condominium parcel owner other than the Developer shall make any alterations in the portions of the building which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval from the board of directors of the Association, which approval may be arbitrarily withheld.

C. Alteration and Improvement. There shall be no material alterations or substantial additions to the common elements or limited common elements, except as the same are authorized by the board of directors and ratified by the affirmative vote of voting members casting not less than sixty-six and two-thirds (66-2/3%) percent of the total votes of the members of the Association present at any regular or special meeting of the unit owners called for that purpose. The cost of the foregoing shall be assessed as common expenses of this Condominium. Where any alterations or additions as aforescribed are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owners exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the board of directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall be made only when authorized by the board of directors and ratified by not less than seventy-five (75%) percent of the total votes of the unit owners exclusively or substantially exclusively benefiting therefrom; and where said unit owners are four (4) or less, the approval of all but one (1) shall be required.

13. ENFORCEMENT OF MAINTENANCE. In the event the owner of a unit fails to maintain or use it as required under this Declaration, the By-Laws, Articles of Incorporation of the Association, applicable rules and regulations or any other agreement or document affecting the condominium or administered by the Association, then the Association, Developer, or any other unit owner shall have the right to proceed in a



court of equity to seek compliance with the foregoing provisions. The Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition, to impose applicable fines. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision without having committed a trespass or having incurred any other liability to the unit owner. Moreover, the Association shall have a lien upon any such unit, enforceable as elsewhere herein provided, to secure any such assessments as are levied hereunder.

Further, in the event a unit owner violates any of the provisions of paragraph 12 above, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation, including, but not limited to, entry of the subject unit with or without consent of the unit owner.

14. DEVELOPER'S MAINTENANCE GUARANTEE. The Developer, pursuant to and in accordance with Exhibit "H" hereto, which is a form of guarantee to be delivered to each unit purchaser at the time of his closing, has guaranteed that the assessment for common expenses of the Condominium upon the unit owners other than the Developer shall not increase over a stated dollar amount and that the Developer shall pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level received or receivable from other unit owners. Working capital fund contributions shall not be considered or calculated as a set off against sums due from Developer.

The initial period during which Developer shall be excused from the payment of the share of common expenses and assessments relating to units it is offering for sale shall begin with the recording of this Declaration and end one year thereafter (the "Initial Guarantee Period").

Developer reserves the right to extend the Guarantee Period for an addition term which shall begin on the date of expiration of the Initial Guarantee Period and end on the earlier of (i) a date two years thereafter; or (ii) the date of turnover of control of the Association (the "Second Guarantee Period"); however, the Second Guarantee Period shall only be effective and Developer shall only be excused from the payment of its share of common expenses and assessments relating to units owned by it provided that (i) the decision to extend the guarantee through the Second Guarantee Period shall have been made at a Board Meeting and noted in the minutes of that meeting; (ii) the Developer shall have notified each unit owner in writing of its decision to extend or not to extend the guarantee; and (iii) the foregoing requirements shall have been met, and the option to extend exercised, prior to the ending date of the Initial Guarantee Period. In the event that Developer shall have exercised its option to implement the Second Guarantee Period, the notification of such decision to extend shall be in substantially the form of Exhibit "H" hereto and shall set forth, among other things, the

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term of the Second Guarantee Period and the dollar amount of the assessments which are guaranteed thereby, which assessments shall not be greater than one hundred and fifteen (115%) percent of the amounts guaranteed during the Initial Guarantee Period as set forth in said Exhibit "H" hereto. The Developer shall pay the portion of common expenses incurred during the Initial Guarantee Period and the Second Guarantee Period (if implemented) which exceeds the amount assessed against other unit owners, funding therefor to be at any time when funds collected from assessments are not sufficient to provide payment in advance of all the anticipated current operation expenses and all of the unpaid operating expenses previously incurred by the Association. In all events, the Developer's obligation to pay any amount of common expenses incurred during the applicable guarantee period must be met no later than thirty (30) days after the end of the applicable guarantee period. Assessments receivable at the guaranteed level from units owners other than the Developer used in calculating the Developer's contribution shall not include other sources of income such as vending machine income and working capital contributions. The Developer must fund the difference between assessments at the guaranteed level and the actual common expenses incurred during the applicable guarantee period.

The provisions of this paragraph 14 are paramount to and superior to the provisions of paragraphs 9 and 16 of this declaration as to the matters set forth in this paragraph.

15. CONDOMINIUM WORKING CAPITAL FUND. At the time the Developer sells and closes a condominium unit to a purchaser (purchaser thereby becoming a unit owner in this condominium), the purchaser shall deposit a sum equal to two (2) times the estimated monthly maintenance expense into the purchasers' condominium fund (condominium working capital fund) for the purpose of initial maintenance, reserve, emergency needs, initial items, non-recurring items, capital expenses, permits, licenses, and all utility deposits and advance insurance premiums for insurance policies and coverages pursuant to this Declaration and the exhibits attached hereto. All of the foregoing expenses or items may be paid from the condominium working capital fund. The purchasers' condominium fund may be commingled by the Association with any of its other funds, but shall be separately accounted for. In no event, however, shall the Developer controlled Association make use of such working capital for so long as the maintenance guarantee of the Developer shall be in effect.

The commencement of payment of common expenses by unit owners shall be at the time the Developer closes upon each such unit owners' unit. Developer, by virtue of its initial control of the board, shall have the right to elect to collect payment of common expenses by unit owners on a quarterly basis.

16. ASSESSMENTS, LIABILITY, LIEN AND PRIORITY, INTEREST, COLLECTION. Common expenses shall be assessed against each condominium parcel as provided in paragraph 9 above.

Assessments and installments that are unpaid for over five (5) days after due date may, at the discretion of the board of directors, be subject to a late charge of Twenty-Five (\$25.00) Dollars per month or bear interest at the rate of eighteen (18%) percent per annum from the due date until paid.

The board of directors of the Association may take such action as they deem necessary to collect assessments, by personal action or by enforcing and foreclosing its lien and may settle and compromise same if in the best interest of the Association. The delinquent members shall pay all costs, including reasonable attorney's fees, incident to the collection of such assessments or enforcement of such lien. In any lien foreclosure, the condominium parcel owner may be required to pay a reasonable rental for continued occupancy or use of the condominium parcel, and plaintiff in the foreclosure shall be entitled to the appointment of a receiver to collect same. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply against said bid, sums due the association for assessments, interest, and collection costs.

As to priority between the lien of a recorded mortgage and the lien for an assessment, the lien for assessment shall be subordinate and inferior to any recorded institutional or governmental mortgage regardless of when said assessment was due. The Association shall maintain a register of institutional first mortgages and shall give such mortgagees notice, in writing, of all notices given by the Association to the owner of such condominium parcel encumbered by such institutional first mortgage.

If the mortgagee of a first mortgage of record, or any other purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of the foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, such acquiror of title, his successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid shares of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels in the Condominium, including such acquiror, his successors and assigns. It is understood that such acquiror shall be liable for his share of common expenses or assessments attributable to his condominium unit from the date of acquiring said condominium unit.

In furtherance of said grant of authority to the Association to make, levy and collect assessments to pay the costs and expenses for the operation and management of the Condominium, the following provisions shall be operative and binding upon the owners of all condominium units, to wit:

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A. In accordance with Section 718.112(2)(f), Florida Statutes, the board of directors of the Association shall establish an annual budget, in advance, for each fiscal year. Such budget shall include all estimated expenses, including the categories set forth in Section 718.504(20)(c), Florida Statutes, and shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium. As a common expense of the Association, there shall be included the cost of maintaining leasehold and other possessory use or fee interests in lands or facilities, including, but not limited to, all recreational and communal facilities, whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation or other use or benefit to the condominium owners, all as may be now or hereafter acquired, directly or indirectly, in such form and in such manner as may be deemed by the board of directors to be in the best interests of the association. Should the board of directors at any time determine, in the sole discretion of said board of directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, said board of directors shall have the authority to levy such additional assessment or assessments as it may deem to be necessary.

B. All monies collected by the Association shall be treated as the separate property of the said Association, and such monies (except funds designated as reserves for capital expenditures and/or for deferred maintenance) may be applied by the Association to the payment of any expense of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of said Association. Monies for any assessment which are paid to the Association by any condominium parcel owner may be commingled with monies paid to said Association by other condominium parcel owners, provided, however, that funds representing reserves proceeds shall be used for the purposes for which they are reserved unless their use for other purposes is approved by a vote of a majority of the members of the Association at a duly called meeting. Although all funds and common surplus, including other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of common elements, shall be held for the benefit of the members of the association, no member of said Association shall have the right to assign, hypothecate, pledge, or in any manner transfer his membership interest therein, except as an appurtenance to his condominium parcel. When the owner of a condominium parcel shall cease to be a member of the Association by reason of his divestment of ownership of such condominium parcel, by whatever means, the Association shall not be required to account to such owner for any share of the funds or assets of the Association, or which may have been paid to the Association by such condominium parcel owner, as all monies

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which any condominium parcel owner has paid to the Association shall be and constitute an asset of said Corporation which may be used in the operation and management of the Condominium.

C. The payment of any assessment or installment thereof due to the Association shall be in default if such assessment, or any installment thereof is not paid unto the association on or before the due date for such payment.

D. The owner or owners of each condominium parcel shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, which may be levied by the Association when such party or parties are owner or owners of a condominium parcel in the Condominium. In the event that any owner or owners are in default in payment of any assessment or installment thereof owed to the Association, such owner or owners of any condominium parcel shall be personally liable, jointly and severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

E. No owner of a condominium parcel may exempt himself from liability for any assessment levied against such owner and his condominium parcel by waiver of the use or enjoyment of any of the common elements, or by abandonment of the condominium parcel or in any other way.

F. Recognizing that the necessity for providing proper operation and management of the condominium entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of condominium parcels, and that the payment of such common expense represented by the assessments levied and collected by the Association is necessary in order to preserve and protect the investment of the owner of each condominium parcel, the Association is hereby granted a lien upon such condominium parcel, which lien shall secure and does secure the monies due for all assessments now or hereafter levied against the owner of each condominium parcel, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to the Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing this lien upon said condominium parcel. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner of any condominium parcel from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said condominium parcel. The rental required to be paid shall be equal to the rental charged on comparable type of condominium units in Broward County, Florida. The lien granted to the Association shall further secure such advances for taxes, and

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payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, and the Association shall further be entitled to interest at the rate of eighteen (18%) percent per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any condominium parcel, or who may be given or acquire a mortgage, lien, or other encumbrance thereon, are hereby placed on notice of the lien rights granted to the Association, and shall acquire such interest in any condominium parcel expressly subject to such lien rights. To the extent permissible under Section 718.116, Florida Statutes, all parties acquiring an ownership interest in a condominium parcel for which assessments have not been paid shall be jointly and severally liable with their grantor for all unpaid assessments against the grantor for his share of common expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by such grantee.

G. The lien herein granted unto the Association shall be effective from and after the time of recording in the Public Records of Broward County, Florida, a claim of lien stating the description of the condominium parcel encumbered thereby, the name of the record owner, the amount due, and the date when due, and the lien shall continue in effect until the expiration of a period of one (1) year after the claim of lien has been recorded, unless within that time, an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall secure assessments which are due and payable when the claim of lien is recorded (plus late charges, interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon) and, in addition, such assessments and related costs as aforescribed which may accrue subsequent to the recording of the claim of lien and prior to any entry of final judgment of foreclosure upon such lien. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

H. Whenever any condominium parcel may be leased, sold, or mortgaged by the owner thereof, which lease or sale or mortgage shall be concluded only upon compliance with other provisions of this Declaration of Condominium, the Association, upon written request of the owner of such condominium parcel, shall furnish to the proposed lessee, purchaser, or mortgagee a statement verifying the status of payment of any assessment which shall be due and payable to the Association by the owner of such condominium parcel. Such statement shall be executed by any officer of the Association, and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed lease, purchase, or mortgage transaction, and the Association shall be bound by such statement.

In the event that a condominium parcel is to be leased, sold, or mortgaged at the time when payment of any assessment against the owner of said condominium parcel and such condominium parcel due to the Association shall be in default (whether or not a claim of lien has been recorded by the Association), then the rent, proceeds of such purchase, or mortgage proceeds shall be applied by the lessee, purchaser, or mortgagee first to payment of any then delinquent assessment or installments thereof due to the Association before the payment of any rent, proceeds of purchase, or mortgage proceeds to the owner of any condominium parcel who is responsible for payment of such delinquent assessment.

The Association shall have the right to withhold consent to a sale, lease, or mortgage where there is a deficiency or delinquency existing as to an assessment or installment due in the absence of a properly executed assignment to the Association of such portion of the proceeds of such sale, lease, or mortgage equal to the amount of such deficiency or delinquency.

In any voluntary conveyance of a condominium parcel, other than voluntary conveyance in lieu of foreclosure, the grantee shall, to the extent permissible under Section 718.116, Florida Statutes, be jointly and severally liable with grantor for all unpaid assessments against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

Institution of a suit at law to attempt collection of the payment of any delinquent assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking by foreclosure to enforce the collection of any sums still owed to it, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt collection of any balance then remaining due.

17. INSURANCE. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, and the Condominium property required to be insured by the Association pursuant to Section 718.111(9)(b), Florida Statutes. Without limiting the generality of the foregoing, the Association shall comply with the following insurance requirements.

A. Liability Insurance. The board of directors of the Association shall obtain public liability, property damage liability and other liability insurance covering all real property owned by the Association and all of the common elements of the Condominium, and insuring the Association and the unit owners, as its and their interests appear, in such amounts as the board of directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$500,000.00/\$1,000,000.00/\$50,000.00. Said insurance coverage shall include, but not be limited to, water damage, legal liability,

hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain a cross-liability endorsement to cover the liability of all unit owners, as a group, to any one unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

B. Casualty Insurance; Purchase of Insurance. The Association shall obtain hazard insurance, covering and including fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the building (including all fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications therefor, or as existed at the time the unit was initially conveyed if the original plans and specifications are not available, but excluding all furniture, furnishings or other personal property owned, supplied or installed by unit owners or tenants of unit owners), including Association property, in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, with a company complying with the standards set by the board of directors of the association in an amount equal to the maximum insurable replacement value as determined annually by the board of directors of the Association. Such policy of insurance shall comply with the provisions of Section 718.111(9), Florida Statutes. Unit owners shall have no claim against the Association or its Board of Directors in the event that the hazard insurance covering the building shall not include coverage for floor coverings, wall coverings or ceiling coverings. It shall be the obligation of each unit owner, at his sole expense, to acquire hazard insurance for contents covering floor coverings, wall coverings or ceiling coverings and, in addition, all furniture, furnishings or other personal property owned, supplied or installed by such unit owner (or such unit owner's tenant) and such policies of insurance shall provide that the coverage afforded thereby is in excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association. The premiums for such coverage as must be obtained by the Association (but not that which must be obtained by each unit owner) and other expenses in connection with said insurance shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. The institutional first mortgagee who first records a mortgage encumbering a condominium unit shall have the right, for so long as it owns and holds any mortgage encumbering a condominium unit, to approve the policies and the company or companies who are the insurers under the insurance placed by the association as herein provided, and the amount thereof, and the further right to confirm the appointment of the

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insurance trustee. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and confirmation shall pass to an institutional first mortgagee selected by the board of directors, which mortgagee shall hold mortgages on at least three (3) condominium units and in the event there are no institutional mortgagees that hold mortgages on at least three (3) condominium units, then, in such event, any institutional mortgagee selected by the board of directors.

C. Loss Payable Provisions; Insurance Trustee. The insurance trustee shall be a banking institution having trust powers and doing business in the State of Florida. The board of directors of the Association shall select the insurance trustee. All policies purchased by the Association shall be for the benefit of the Association, all unit owners, and their mortgagees, as their interests may appear. Such policies shall be deposited with the insurance trustee (as hereinbefore defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the insurance trustee. The insurance trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the unit owners and their respective mortgagees (sometimes collectively referred to hereinafter as "beneficial owners"), in the following shares, but such shares need not be set forth upon the records of the insurance trustee:

(1) Common elements. Proceeds on account of damage to common elements shall be an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

(2) Condominium units. Proceeds on account of condominium units shall be in the following undivided shares:

(a) Partial destruction when units are to be repaired and restored, to the owners of the damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

(b) Total destruction of condominium improvements, or where "very substantial" damage occurs and the condominium improvements are not to be restored, as provided hereinafter in this article, to the owners of all condominium units, each owner's share being in proportion to his share in the common elements appurtenant to his condominium unit.

(3) Mortgagees. In the event an institutional mortgage encumbers a unit, the share of the unit owner 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.

D. Distribution of Proceeds. Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the owners and expended or disbursed after first paying or making provision for the payment of the expenses of the insurance trustee in the following manner:

(1) Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the owners, all 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 him. Said remittance shall be made solely to an institutional first mortgagee, when requested by such institutional first mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

(2) Failure to Reconstruct or Repair. If the damage for which the proceeds were paid is not to be repaired and restored, the remaining proceeds shall be distributed to the owners, all 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 him. Said remittance shall be made solely to an institutional first mortgagee, when requested by such institutional first mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the board of directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the owners as surplus in the manner elsewhere stated.

(3) Certificate. In making distribution to unit owners and their mortgagees, the insurance trustee may rely upon a certificate of the Association, executed by the president and secretary of the Association, as to the names of the unit owners and their respective shares of the distribution. Upon request of the insurance trustee, the Association forthwith shall deliver such certificate. In addition, the insurance trustee may rely on such a certificate as to whether or not the damaged property is to be repaired and restored and as to the payee and the amount to be paid from said proceeds.

E. Loss Within a Single Unit or Units. If loss shall occur within a single unit or units, without damage to the common elements, the insurance proceeds shall be distributed to the unit owner(s), remittance 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 him. Said remittance shall be made solely to an institutional first mortgagee when requested by such institutional first mortgagee whose mortgage provides that it has the right to require

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application of the insurance proceeds to the payment or reduction of its mortgage debt. The unit owner shall thereupon be fully responsible for the restoration of the unit.

F. Loss Less Than "Very Substantial". Where a loss or damage occurs to the common elements, or to any unit or units and the common elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the unit owners to repair, restore, and rebuild the damage caused by said loss. Where such loss or damage is less than "very substantial":

(1) The board of directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the common elements, with minimal or no damage or loss to any individual unit, and if such damage or loss to the common elements is less than Seventy-Five Thousand (\$75,000.00) Dollars, the insurance proceeds shall be endorsed by the insurance trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) If the damage or loss involves an individual unit(s) encumbered by institutional first mortgagees, as well as the common elements, or if the damage is limited to the common elements alone but is in excess of Seventy-Five Thousand (\$75,000.00) Dollars, the insurance proceeds shall be disbursed by the insurance trustee for the repair and restoration of the property upon the written direction and approval of the Association; provided, however, that upon the request of a holder of an institutional first mortgage, the written approval shall also be required of the institutional first mortgagee owning and holding the first recorded mortgage encumbering a condominium unit, so long as it owns and holds any mortgage encumbering a condominium unit. At such time as the aforesaid institutional first mortgagee is not the holder of a mortgage on a unit, then these rights of approval and designation shall pass to the institutional first mortgagee selected by the board of directors which mortgagee shall hold mortgages on at least three (3) condominium units and in the event that there are no institutional mortgagees that hold mortgages on at least three (3) condominium units, then, in such event, any institutional mortgagee selected by the board of directors. Should written approval be required, as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the insurance trustee. The insurance trustee may rely upon the certificate of the Association and the aforesaid institutional first mortgagee, if said institutional first mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the insurance trustee and execute any affidavit required by law or by the association or the aforesaid institutional first mortgagee. In addition to the foregoing, the institutional first mortgagee whose approval may be required, as aforescribed, shall have the right to require the

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association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida, which are acceptable to said mortgagee.

(4) Subject to the foregoing, the board of directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special assessment for the deficiency against all unit owners in proportion to the unit owners' share in the common elements. The special assessment funds shall be delivered by the Association to the insurance trustee and added by said trustee to the proceeds available for repair and restoration of the property.

(6) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan; provided, however, that this provision shall be waived by the board of directors in favor of any institutional first mortgagee upon request made within ten (10) days after the casualty. In such event, such mortgagee shall only be entitled to the portion of the proceeds that would be applicable to the condominium unit and not to the portion that would be applicable to the common elements. To the extent that any insurance proceeds are required to be paid over to such mortgagee, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum.

G. "Very Substantial" Damage. As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4) or more of the total unit space in the Condominium is rendered untenantable, or loss or damage whereby seventy-five (75%) percent or more of the total amount of insurance coverage (placed as per paragraph 17B) becomes payable. Should such "very substantial" damage occur, then:

(1) The board of directors of the Association shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof.

(2) The provisions of paragraph 17F shall not be applicable to any institutional first mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The board of directors shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair.

(3) Thereupon, a membership meeting shall be called by the board of directors of the Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the Condominium project, subject to the following:

(a) If the net insurance proceeds available for restoration and repair, together with the funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium property shall be restored and repaired, unless two-thirds (2/3) of the total votes of the members of the Condominium shall vote to abandon the Condominium project, in which case the Condominium property shall be removed from the provisions of the law, in accordance with Section 718.117 of the Condominium Act.

(b) If the net insurance proceeds available for restoration and repair, together with funds advanced by unit owners to replace insurance proceeds paid over to institutional first mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, then if a majority of the total votes of the members of the Condominium vote against such special assessment vote and to abandon the Condominium project, then it shall be so abandoned and the property removed from the provisions of the law in accordance with Section 718.117 of the Condominium Act. In the event a majority of the total votes of the members of the Condominium vote in favor of special assessment, the Association shall immediately levy such assessment, and thereupon the Association shall proceed to negotiate and contract for such repairs as set out in paragraph 17F above. The special assessment funds shall be delivered by the Association to the insurance trustee and added by said trustee to the proceeds available for the repair and restoration of the property. The proceeds shall be disbursed by the insurance trustee for the repair and restoration of the property, as provided in paragraph 17D above. To the extent that any insurance proceeds are paid over to such mortgagee, and in the event it is determined not to abandon the Condominium project and to vote a special assessment, the unit owner shall be obliged to replenish the funds so paid over to his mortgagee, and said unit owner and his unit shall be subject to special assessment for such sum.

(c) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the board of directors of the Association shall be binding upon all unit owners.

H. Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the insurance trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the board of directors, unless

the institutional mortgagee holding and owning the first recorded mortgage encumbering a condominium unit within the Condominium requires distribution. In the event of distribution, then the insurance trustee shall distribute any such balance to the beneficial owners of the fund in the manner elsewhere stated.

I. Certificate. The insurance trustee may rely upon a certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the insurance trustee, the Association forthwith shall deliver such certificate.

J. Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the board of directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required. The insurance trustee is not obligated or required to inquire into or determine any matters concerning the plans or specifications of any repairs, restorations or rebuilding.

K. Association's Power to Compromise Claim. The Association is hereby irrevocably appointed agent for each unit owner for the purpose of compromising and settling claims arising under insurance policies purchased by the association, and to execute and deliver releases therefor upon the payment of claims.

L. A workmen's compensation policy shall be purchased to meet the requirements of law.

M. Such other insurance shall be purchased as the board of directors of the Association shall determine from time to time to be desirable.

N. Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in paragraph 17.0. hereinafter.

O. If available, and where applicable, the board of directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against unit owners, the Association, and their respective servants, agents, and guests.

18. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS. In order to insure the community of congenial residents and thus protect the value of the units, the sale, leasing, rental, and transfer of units by any owner other than the Developer shall be subject to the following provisions:

A. Conveyances, Sales and Transfers. Any sale, conveyance or transfer of any residential condominium parcel to any other person by any unit owner other than parties otherwise exempt under the terms of this

paragraph shall be subject to rights of first refusal to purchase in favor of the Association, its designee or, if the board of directors in its sole discretion so desires, other members, in accordance with the terms and provisions as hereinafter set forth. Unit owners shall provide or require that all offers to purchase or purchase agreements contain a statement that such offer or agreement is subject to the rights of first refusal to purchase contained in this paragraph 18 of the Declaration. Prior to sale, conveyance, or transfer of any residential condominium parcel to any other person, the owner shall notify (the "owner's initial notice") the board of directors of the Association, in writing and by certified mail, of the name and address of the person to whom the proposed sale, conveyance, or transfer is to be made, and such other information as may be required by the board of directors of the Association. Within twenty-one (21) days from the receipt of the owner's initial notice, the application for transfer approval form, the purchase agreement and the receipt of such other information as has been requested by the board of directors of the Association (whichever shall last occur), the board shall either approve or disapprove of a proposed sale, transfer, or conveyance, in writing, (the "board's initial notice") and shall notify the owner of its decision. Any such approvals by the board of directors may be made on an arbitrary basis and the board shall not be obligated to provide any reason or explanation therefor. In the event the board of directors shall fail to approve or disapprove of a proposed sale within said twenty-one (21) days, the failure to act as aforesaid shall be considered approval of the sale.

In the event the board of directors disapproves the proposed sale, conveyance, or transfer, and if a member still desires to consummate such sale, conveyance, or transfer, he shall, within ten (10) days from the mailing of the notice of disapproval from the board to the member, deposit by certified mails written notice (the "owner's post disapproval notice") to the secretary of the Association of his intention to sell, convey or transfer on a certain date, together with the price and other terms thereof. For a period of forty-five (45) days from the date of an owner's deposit in the mails of said owner's post disapproval notice, the Association or its designee, or, if the board, in its sole discretion so desires, any other member (the "designated purchaser") shall have the first right over the prospective purchaser to accept such sale or transfer at the price and on the terms as provided with the owner's post disapproval notice, provided, however, that the making of a good faith deposit and the time for closing by the designated purchaser shall be controlled by the terms as hereinafter provided. In the event that the Association or its designee, or other designated purchaser, wishes to exercise its first right to purchase, such designated purchaser shall notify the secretary of the association and shall deposit with the secretary ten (10%) percent of the purchase price as a good faith deposit prior to the expiration of the forty-five (45) day period hereinbefore described. The secretary shall promptly forward to the unit owner any

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such notice together with a notice of deposit. In the event that the Association, in its sole discretion, offers the condominium unit to other members of the Association and more than one (1) member desires to purchase said unit, it shall be discretionary with the unit owner to consummate the sale or transfer with whichever one of the accepting members he so chooses. The Association, its designee or other designated purchaser shall, upon timely delivery of the good faith deposit, close upon the subject unit within thirty (30) days of the making of such deposit if an all cash transaction or within sixty (60) days from the date of such deposit if other than an all cash transaction.

In the event that the secretary of the Association has not received notice of a designated purchaser's intent to purchase together with the aforescribed good faith deposit within forty-five (45) days from the date of an owner's deposit in the mails of the owner's post disapproval notice, then that member may complete the sale or transfer on the day and at the price and terms given in or provided with his post disapproval notice, but on no other day or at no other price or terms without repeating the procedure outlined above. In the event the subject unit owner makes a sale or transfer without first complying with the terms hereof, the Association, its designee, or, if the board in its sole discretion so desires, any other member shall have the right to redeem from the purchaser, according to the provisions hereof. Such redemption rights shall be exercised by the redeeming party reimbursing the purchaser for the monies expended, and immediately after such reimbursement said purchaser or transferee shall convey all of his right, title and interest to the party or parties making the redemption.

An affidavit of the secretary of the Association stating that the board of directors approved or was deemed to have approved (such as, without limiting the generality of the foregoing, by its failure to act) in all respects on a certain date the sale or transfer of a condominium parcel to a certain person(s) shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit the redemption rights herein afforded the members shall terminate with respect to sale or transfer as aforementioned.

An affidavit of the secretary of the Association stating that the board of directors was given proper notice on a certain date of a proposed sale or transfer and that the board of directors disapproved such proposed sale or transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with, and that the sale or transfer of a particular condominium parcel to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of the person's title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such persons was made at the price, terms, and date stated in the notice given to the secretary, but one hundred twenty (120) days

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after the date of the notice to the board of directors as stated in the affidavit the redemption rights herein afforded the members shall terminate.

B. Rental or Lease. A condominium parcel shall not be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld, provided, however, that no lease shall be approved for a term of less than six (6) months. The board of directors shall have the right to require that a substantially uniform form of lease or lease addendum be used and to specify a minimum term of lease, if it so desires.

In the event that the board approves a rental or lease, such lease or rental shall not release the member from any obligation under the Declaration, and either the lessee or the member shall have the right to use the recreational facilities to the exclusion of the party not using same.

No owner of a condominium unit shall rent or lease same to any party without first giving the Association notice in writing of such proposed rental or lease.

C. Corporation or Other Entity. If the purchaser or lessee is a corporation or other entity other than an individual person, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.

D. Death of Owner. In the case of the death of the owner of a condominium parcel, the surviving spouse, if any, and if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner. In the event said decedent shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons other than the surviving spouse or members of his family, as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or if under the laws of descent and distribution of the State of Florida the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the board of directors of the Association shall, within thirty (30) days of proper evidence or rightful designation served upon the president or any other officer of the Association, or within thirty (30) days from the date the Association is placed on actual notice of the said devisee or descendant, express its refusal or acceptance of the individual or individuals so designated as owners of the condominium parcel. If the board of directors of the Association shall consent, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner of the condominium parcel, subject to the provisions of

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this enabling Declaration and By-Laws of the Association. If, however, the board of directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days next after said last above mentioned thirty (30) days to purchase or to furnish a purchaser, for cash, the said condominium parcel, at the then fair market value thereof. Should the parties fail to agree on the value of such condominium parcel, the same shall be determined by an appraiser appointed by the senior judge of the Circuit Court in and for Broward County, Florida, upon ten (10) days' notice, on petition of any party in interest. The expense of appraisal shall be paid by the said designated person or persons or the legal representatives of the deceased owner out of the amount realized from the sale of said condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing or furnishing a purchaser of said condominium parcel within such period, and upon such terms, the person or persons so designated may then, and only in such event, take title to the condominium parcel; or such person or persons or the legal representative of the deceased owner may sell the said condominium parcel; but such sale shall be subject in all other respects to the provisions of this enabling Declaration and By-Laws of the Association.

E. Mortgage. No parcel owner may mortgage his parcel or any interest therein without the approval of the Association, except to an institutional mortgagee. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

F. Non-Compliance. Any sale, mortgage or lease not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Association.

G. Fee. There shall be deposited and delivered to the Association a reasonable screening fee not to exceed Fifty (\$50.00) Dollars simultaneously with the giving of notice of intention to sell, transfer, gift, devise or inheritance, for the purpose of defraying the Association's expenses. It is understood that no fee shall be charged in connection with a transfer or approval in excess of the expenditures reasonably required. No charge shall be made in connection with an extension or renewal of a lease.

H. Exception. The foregoing provisions of this paragraph shall not apply to transfer by a unit owner of fee simple title to the unit to any member of his immediate family (i.e., spouse, children or parents); or if a parcel is owned by a form of co-tenancy, to transfers from one co-tenant to the other co-tenant.

I. Judicial Sale. No judicial sale of a parcel or any interest therein shall be valid unless:

(1) The sale is to a purchaser approved by the Association which approval shall be in recordable form, executed by two (2) officers of the Association, and delivered to the purchaser; or

(2) The sale is a result of a public sale with open bidding.

J. Power to Disapprove. Notwithstanding anything contained in this paragraph 18 to the contrary, the board of directors of the Association shall have the right to withhold consent and approval of prospective unit owners or lessees, to any lease, sale, transfer, conveyance bequest, devise, or otherwise in the event those prospective unit owners or lessees by being such a unit owner or lessee would automatically violate or breach a term, condition, restriction, rule or regulation, or covenant under this Declaration or exhibits hereto.

K. Institutional Mortgagee Exemption; Bulk Grantees. The foregoing provisions of this paragraph 18 shall not apply to a transfer to or purchase by an institutional mortgagee that acquires its title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by an institutional mortgagee that so acquires its title; nor shall such provisions apply to a transfer, sale or lease by a "bulk grantee" of an institutional mortgagee upon the unit concerned. A "bulk grantee" is defined as a grantee acquiring three (3) or more units from said institutional mortgagee. The assignee or successor of a mortgage originally given to an institutional mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to said institutional mortgagee. Neither shall such provisions apply to the Developer or the assignee or nominee of the Developer or any person who is an officer, stockholder or director of the Developer, and any such person or corporation shall have the right to freely sell, lease, transfer, or otherwise deal with the title and possession of a unit without complying with the provisions of this paragraph 18, and without the approval of the Association, and without payment of any screening fee.

L. Developer Right of First Purchase. Notwithstanding anything herein to the contrary, the Developer shall have the right of first refusal to purchase any unit which the Association or its designee shall have the right to purchase upon the same price and at the same terms available to the Association or its designee. Such right of first refusal shall continue until such time as the Developer shall have completed, sold and closed on the sale of all units in the Condominium, or until five (5) years after the recordation of this Declaration, whichever shall first occur. Developer's right of first refusal to purchase shall be superior to any such rights in favor of the Association or its designee provided that the Developer substantially complies with the terms of subparagraph A. hereof. In the event that the Association or its designee shall, within the forty-five (45) day period, have deposited the required deposit prior to the receipt of any such deposit by the Developer, such prior deposit shall promptly be returned.

19. RESTRAINT UPON SEPARATION AND PARTITION. Any transfer of a condominium parcel must include all elements thereof as aforescribed and appurtenances thereto whether or not specifically described,

including, but not limited to, the condominium parcel owner's share in the common elements, the unit, and his Association membership. Recognizing that the proper use of a condominium parcel by any owner or owners is dependent upon the use and enjoyment of the common elements in common with the owners of all other condominium parcels and upon the ownership of the common elements being retained in common by the owners of condominium parcels in the condominium, it is declared that the percentage of the undivided interest in the common elements appurtenant to each condominium parcel shall remain undivided and no unit owner shall bring any action for partition or division.

20. COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, including appellate fees, provided, however, that no attorneys' fee may be recovered against the Association in such action.

In addition to the foregoing, if a unit owner fails to comply with the terms of this Declaration, the By-Laws and/or the rules and regulations adopted pursuant thereto, as they may be amended from time to time, and as a result of such failure it becomes necessary for either the Association or its agent to employ an attorney in order to insure that the unit owner complies with his said obligation, then and in such event the unit owner will be obligated to reimburse the Association for the costs of such attorneys' fees, regardless of whether or not suit may be instituted.

21. NO WAIVER OF RIGHTS. The failure of the Developer, or the Association, or any unit owner to enforce any covenant, restriction, or other provision of the condominium act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

22. ASSIGNABILITY OF RIGHTS OF DEVELOPER. The rights and privileges reserved in this Declaration of Condominium and the exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successors in interest of the Developer and/or the successor or successors in interest or the nominees, assignees or designees of the nominees, assignees or designees of the Developer.

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23. AMENDMENTS. Except as elsewhere provided otherwise, this Declaration of Condominium and the Articles and By-Laws of the Association may be amended in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

B. A resolution for the adoption of a proposed amendment may be proposed by either a majority of the board of directors of the Association or by not less than one-third (1/3) of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

(1) Not less than sixty-six and two-third (66-2/3%) percent of the entire membership of the board of directors and by not less than a majority of the votes of the entire membership of the association; or

(2) Not less than seventy-five (75%) percent of the votes of the entire membership of the association; or

(3) In the alternative, an Amendment may be made by an agreement signed and acknowledged by all unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

Proviso; Provided, however:

(4) That no amendment shall be made or be valid which shall in any manner impair the security of any institutional mortgagee having a mortgage or other lien against any condominium parcel.

(5) That no amendment shall be made increasing or decreasing a unit owner's percentage of ownership in the common elements as hereinabove stated, unless the unit owner or unit owners so affected and all record owners of liens thereon shall join in the execution of the amendment.

(6) No provisions of paragraph 17 of this Declaration may be changed without the written consent and approval of seventy-five (75%) percent of all institutional mortgagees of record of this Condominium.

(7) No amendment shall be made or be valid so long as the Developer is the owner of any unit within the Condominium unless the approval of the Developer is expressly noted thereon in writing, except that this clause (7) shall not be applicable or in force after December 31, 1990 or after all units in the condominium owned by Developer have been conveyed to purchasers, whichever date shall first occur.

(8) Notwithstanding anything to the contrary contained in this Declaration, the Developer expressly reserves the right to amend the Declaration so as to correct any legal description contained herein, which legal description or descriptions may have been incorrect by reason of a scrivener's or surveyor's error. The Developer may amend this

Declaration as aforescribed by filing an amended legal description (or descriptions) as an amendment to the Declaration among the Public Records of Broward County, Florida, which amendment (or amendments) shall expressly describe that legal description which is being corrected (by reference to the exhibit containing said legal description or otherwise), in addition to the corrected legal description. Such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors or mortgagees of units of the Condominium whether or not elsewhere required for amendments. As part and parcel of any such amendment as provided for in this subparagraph, however, there shall be attached thereto an affidavit of the individual or individuals responsible for the original incorrect legal description, whether he be scrivener or surveyor, which affidavit shall set forth (1) that said individual made an error in the legal description, (2) that the error is corrected by the description contained in the amendment, and (3) that it was the intent at the time of the incorrect original legal description to make that description such as is contained in the new amendment. In the event the party responsible for the original incorrect legal description has died, or is not available, then in that event, any other party having personal knowledge of the incorrect legal description by reason of the scrivener's or surveyor's error may execute the required affidavit for the amendment provided herein.

(9) In the event it shall appear that there is an error or omission in this Declaration or exhibits thereto, then and in that event the Association may correct such error and/or omission by an amendment to this Declaration in the manner hereinafter described to effectuate an amendment for the purpose of curing defects, errors or omissions. Such an amendment shall not require a vote of approval as provided in paragraphs 23A and 23B above but shall require a vote in the following manner:

(a) Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such proposed amendment is to be considered.

(b) A resolution for the adoption of such a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association, and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by: (i) not less than thirty-three and one-third (33-1/3%) percent of the entire membership of the board of directors and by not less than ten (10%) percent of the votes of the entire membership of the Condominium; or (ii) not less than twenty-five (25%) percent of the votes of the entire membership of the Association; or (iii) in the alternative, an amendment may be made by an agreement signed and acknowledged by all

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unit owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

(c) The foregoing amendatory provisions set forth in this sub-paragraph (9) cannot be invoked or used if the amendment effected hereby materially or adversely affects property rights of unit owners, unless the affected unit owners consent in writing.

(d) Any amendment made pursuant to this paragraph 23.B.(9) shall be effective when passed and approved and a certificate of the amendment is executed and recorded as required by Section 718.104, Florida Statutes.

(10) Notwithstanding anything to the contrary contained in this Declaration, the Developer reserves the right to change the interior designs and arrangement of all units and to alter the boundaries between units, as long as the Developer owns the units so altered; however, no such change shall increase the number of units nor alter the boundaries of the common elements, except the party wall between any units, without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of units, and said amendment need only be executed and acknowledged by the Developer and any holders of institutional mortgages encumbering the said altered units. The survey shall be certified in the manner required by the Condominium Act. If more than one (1) unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned, together with apportioning common expenses and common surplus of the units concerned and such shares of common elements, common expenses and common surplus shall be duly noted in the amendment of the declaration.

(11) Any amendment which would affect the surface water management system, including, but not limited to drainage easements, and the water management portions of the common elements, must have the prior approval of any public water management district having jurisdiction over the condominium property.

(12) In the event of dissolution or final liquidation of the Association, the assets, both real and personal, of the Association, consisting of the surface water management system, including, but not limited to drainage easements, shall be dedicated to an appropriate public agency or utility to be devoted to the purposes, as nearly as practicable, the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to the same purposes, as nearly as practicable, as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any

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right or title of any unit owner vested in him under the recorded Declaration of Condominium and deeds applicable to this Condominium unless made in accordance with the provisions of such Declaration of Condominium and deeds.

(13) Notwithstanding anything to the contrary contained in subparagraphs 23.B.(1) through (7), (10), (11) and (12), amendment(s) pursuant thereto (other than amendments pursuant to subparagraphs 23.B.(8), (9) and (14)) which amend or have the effect of amending the plan for phasing as described in paragraph 43 hereof (or in any manner other than that which is consistent with the reservations of rights of a developer for the plan for phasing described in paragraph 43 hereof or authorized by Section 718.403, Florida Statutes) shall not be effective unless all unit owners consent thereto. The provisions of this subparagraph (13) shall cease to be effective and terminate after the Developer ceases to own any unit in the Condominium.

(14) If it appears that, through scrivener's error, a unit has not been designated as owning an appropriate undivided share of the common elements or does not bear an appropriate share of the common expenses or that all the common expenses or interest in the common surplus or all of the common elements in the Condominium have not been distributed by this Declaration so 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 one hundred percent (100%), or if it appears that more than one hundred percent (100%) of the common elements or common expenses or ownership of the common surplus have been distributed, the error may be corrected by filing an amendment to this Declaration approved by either the board of directors of the Association or by a majority of the unit owners.

C. In the event that an omission or error exists in this Declaration (or other documents required to establish this Condominium), which would affect the valid existence of this Condominium and which may not otherwise be corrected by the amendment procedures expressly set forth in this Article, then, on petition of one or more unit owners or of the Association to correct such error or omission, any circuit court shall be petitioned to correct such omission or error.

D. No provision of this Declaration shall be revised or amended by reference only to its title or number. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, underlining and hyphening shall not be necessary; instead, a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial Rewording of

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Declaration. See provision... for present text." Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

E. A copy of each amendment shall be certified by the president or vice-president and secretary or assistant secretary or treasurer of the Association when recorded in the Public Records of Broward County, Florida.

24. TERMINATION. This Condominium may be voluntarily terminated in the manner provided for in Section 718.117, Florida Statutes, at any time. In addition thereto, when there has been "very substantial" damage, as defined in paragraph 17G above, this Condominium shall be subject to termination, as provided in paragraph 17G above. In addition thereto, if the proposed voluntary termination is submitted to a meeting of the members of the Association pursuant to notice and is approved in writing within sixty (60) days of the said meeting by three-fourths (3/4) of the total vote of the members of the Association and by all institutional mortgagees, then the Association and the approving owners shall have an option to purchase all of the parcels of the other non-consenting owners within a period expiring one hundred twenty (120) days 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 exercised upon the following terms:

A. Exercise of Option. An agreement to purchase, executed by the Association and/or the record owners of the condominium parcels who will participate in the purchase shall be delivered, by personal delivery, or mailed by certified mail or registered mail to each of the record owners of the condominium parcels to be purchased, and such delivery shall be deemed the exercise of the option. The agreement shall indicate which parcels will be purchased by each participating owner and/or all parcels owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

B. Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and the 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 appraisers appointed by the senior judge of the Circuit Court in and for the area wherein the Condominium is located, on the petition of the seller. The expenses of appraisal shall be paid by the purchaser.

C. Payment. The purchase price shall be paid in cash.

D. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

25. APARTMENT UNIT BOUNDARIES. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

A. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundaries. The horizontal plane of the lower surface of the undecorated finished ceiling.

(2) Lower Boundaries. The horizontal plane of the upper surface of the undecorated finished floor.

B. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit and extending to intersections with each other and with the upper and lower boundaries.

C. Owners shall not be deemed to own the outer undecorated and/or unfinished surfaces of the perimeter walls, floors, and ceiling surrounding their respective units, nor shall owners be deemed to own pipes, wires, conduits or other public utility lines running through units which are utilized by or serve more than one (1) unit. Owners shall not be deemed to own the exterior of unit entrance doors which provide access to the corridors or hallways from the unit. These items are hereby made a part of the common elements. However, an owner shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint and wallpaper of his unit.

D. In the event that any boundary contains apertures, including, without limitation, windows, doors, screening, skylights and conversation pits, such boundaries shall be extended or modified to include the undecorated unfinished exterior surfaces of such apertures, including all frameworks thereof.

E. With respect to matters that are not expressly addressed in this paragraph 25, or in the event of conflict or ambiguity, the boundary descriptions set forth in the plot plan, survey and graphic description attached as exhibit "B" to the Declaration shall control, except that the matters set forth in subparagraph 25.D shall control unless same are specifically set forth in exhibit "B" hereto.

26. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating

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any rights in or for the benefit of the general public. All present and future unit owners, tenants and occupants of units shall be subject to and shall comply with the provisions of this Declaration and the Articles of Incorporation, By-Laws and rules and regulations, as they may be amended from time to time. The acceptance of a deed of conveyance, or the entering into of a lease, or the entering into of occupancy of any unit, shall constitute an agreement that the provisions of this Declaration, the Articles, By-Laws and rules and regulations of the Association, are adopted and ratified by such unit owners, tenant or occupant.

27. RESTRICTIONS AND EASEMENTS. The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, dedications, reservations of record, taxes, applicable zoning or ordinances now existing or which may hereafter exist, easements for utility service for the United States Post Office authorities, and any right of the United States of America, State of Florida, or any governmental agencies as to any submerged lands and as to any lands lying below the natural, ordinary high water line of the surrounding bodies of water, easements for ingress and egress for pedestrian and vehicular purposes, easements for utility service and drainage now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates, and the said Developer shall have the right to 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 grant such easements on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. Except for easements already granted, the right to grant the foregoing easements shall be subject to said easements not structurally weakening the building improvements upon the condominium property nor unreasonably interfering with the enjoyment of the condominium property by the Association's members.

It is understood that certain portions of the lands, from time to time, may be set aside and designated for use as pedestrian walkways, general pedestrian access and landscaped areas for the common use and benefit of all unit owners or tenants, their mortgagees, and guests, invitees, employees and the Developer. It is the intention of this Declaration that the portions of the common elements of this Condominium which must be utilized for the above described purposes be subject to the various easements created by this Declaration and all exhibits attached hereto and that the general reservation herein of said easements would fulfill said intent. If, however, the intended creation of any or all of the aforesaid easements should fail by reason of the fact that as of the date hereof there is no grantee in being who has the capacity to take and hold the said easements by virtue of the reservation and grants of

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easements attempted to be made herein, then and in such event, any easement, license or right-of-way, not deemed to be created as aforescribed shall be considered as having been granted directly to the Association for the purpose of allowing the original party to whom the easement for license or right-of-way was originally granted the benefit of said easement of license or right-of-way.

The Developer and/or the Association shall have the right and authority at any time without the consent of any other party to dedicate, convey or grant easements and execute and deliver bills of sale or warranty deeds or execute such other documents as may be necessary, or do any or all of the foregoing in connection with the water and sewage distribution and facilities located on or under the Condominium property. The foregoing shall be for the purpose of conveying, dedicating or granting easements to the appropriate municipal authorities for said water and sewage distribution system and facilities so that such authorities will maintain and operate the said water and sewage distribution system and facilities.

An easement, whether heretofore or hereafter created under and pursuant to this Declaration of Condominium shall constitute a covenant running with the land of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use and purpose and shall survive the termination of the Condominium. The unit owners of this Condominium do hereby designate the Developer and/or the Association as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

28. DEVELOPER'S TENANTS. It is understood and agreed by all parties hereto and all unit owners that certain units may be occupied by tenants of the Developer under lease agreements heretofore or hereinafter consummated and agreed upon. Accordingly, Developer reserves the right to initiate a leasing program, or lease with option to purchase program, or any combination thereof with respect to condominium parcels owned by it. Any such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements and to use and enjoy on a non-exclusive basis all common elements of the Condominium and the common and recreational facilities without any cost or expense.

29. INVALIDATION AND OPERATION. The invalidity, in whole or in part, of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof. Invalidation of any portion of any provision contained in a conveyance of

a condominium parcel, whether by judgment, court order, or statute, shall in no way affect any of the other provisions, or the provisions of this Declaration, all of which shall remain in full force and effect.

In the event that any court shall hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Association.

30. EXECUTION OF DOCUMENTS REQUIRED BY MUNICIPAL AUTHORITIES. The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by Broward County, Florida, and/or the municipal subdivision in which the Condominium is located. To the extent that said documents require the joinder of any or all property owners in this Condominium, each of said owners does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

31. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a Condominium in accordance with the laws made and provided for same, to wit: Chapter 718 of the Florida Statutes.

32. APPROVAL AND RATIFICATION. The condominium Association, by its execution of this Declaration of Condominium, approves and ratifies all of the covenants, terms and conditions, duties and obligations of this Declaration of Condominium and exhibits attached thereto. The condominium unit owners, by virtue of their acceptance of the deed of conveyance as to their condominium unit, and other parties by virtue of their occupancy of units, hereby approve and ratify all of the terms and conditions, duties, and obligations of this Declaration of Condominium and exhibits attached thereto.

33. WARRANTIES. The Developer does not warrant to the Association or the unit owners the construction of, or any part of, the condominium property, common elements or units, save and except any express written warranties delivered by the Developer in writing to unit owners and/or warranties provided for under the Condominium Act. Any and all implied warranties, including warranties of merchantability and fitness for use, are hereby specifically disclaimed. Developer further disclaims any intent to have made any warranty or representation in connection with the

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condominium documents and disclosure materials except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made herein. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed.

34. RULES AND REGULATIONS.

A. As to Common Elements. The board of directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and control of the common elements of the Condominium and any facilities or services made available to the unit owners. The board of directors shall, from time to time, post in a conspicuous place on the Condominium property, a copy of the rules and regulations adopted from time to time by the board of directors.

B. As to Condominium Units. The board of directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the condominium unit(s), provided, however, that copies of such rules and regulations are furnished to each unit owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium property.

C. Rules and Regulations. The rules and regulations shall be deemed in effect until amended by the board of directors and shall apply to and be binding upon all unit owners. The unit owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations the same shall be duly passed by at least a fifty-one (51%) percent majority vote or consent of the board of directors; however, no vote of the membership is required. A change, amendment or adoption of a rule and regulation does not require an amendment to the Declaration of Condominium or the By-Laws. The rules and regulations, in full force and effect as of the date of this Declaration are attached hereto as exhibit "F" and made a part hereof as though set out in full.

35. SALES ACTIVITY AND DEVELOPER'S RIGHTS. Until the Developer has completed and sold all the units of the Condominium and/or in the Complex, neither the unit owners nor the association nor their use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold units and the common elements as may facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the

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showing of the property and display of signs, billboards, placards, and visual promotional materials. The Developer may use unsold units as model units or as sales offices for display purposes to prospective condominium purchasers. The Developer shall have the right to use unassigned parking spaces upon the lands under the Access Road, Easement and Maintenance Agreement (Exhibit "J" hereto) for prospective purchasers and such other parties as Developer determines. The sales office personal property, model furnishings, signs and all items pertaining to sale shall not be considered common elements and shall remain the property of the Developer.

36. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNERS.

A. Consent of the Board of Directors. No unit owner shall make any structural addition, alteration or improvement in or to his unit without the prior written consent thereto of the board of directors. The board shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit within thirty (30) days after such request is received, and the failure to do so within the stipulated time shall constitute the board's consent to the proposed addition, alteration or improvement. All structural additions, alterations and improvements by the unit owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, as well as the rules and regulations promulgated by the Association including, but not limited to, any prohibitions contained therein regarding exterior alterations. A unit owner making or causing to be made any structural additions, alterations or improvements agrees, and shall be deemed to have agreed to hold the Association and all other unit owners harmless from any liability arising therefrom.

B. Additions, Alterations or Improvements to Developer-Owned Units. The foregoing restrictions of this paragraph 36 shall, subject to the provisions of paragraph 37.B., not apply to Developer-owned units. The Developer shall have the right, without the consent or approval of the board of directors or other unit owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to, and upon any unit owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements).

37. CHANGES IN DEVELOPER-OWNED UNITS.

A. Developer's Rights. Developer shall have the right, without the vote or consent of the Association to (i) make alterations, additions, or improvements in, to, and upon units owned by Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned units; (iii) change the size and/or number of Developer-owned units by subdividing one (1) or more Developer-owned

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units into two (2) or more separate units, combining separate Developer-owned units (including those resulting from such subdivision or otherwise) into one (1) or more units, or otherwise (the foregoing combining may be either horizontal or vertical combining of units); and (iv) reapportion among Developer-owned units affected by such change in size or number pursuant to the preceding clause (iii), their appurtenant interest in the common elements and share of the common expenses; provided, however, that the percentage interest in the common elements of any units (other than Developer-owned units) shall not be changed by reason thereof unless the owners of such units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction. The provisions of this paragraph may not be added to, amended or deleted without the prior written consent of the Developer.

B. Limitation. Notwithstanding anything to the contrary contained in paragraphs 36 and 37, alterations or changes pursuant thereto which amend or have the effect of amending the plan for phasing as described in paragraph 43 below (in a manner other than that as initially required to be described or in a manner outside of the reservations of rights of the Developer as described in paragraph 43 below or authorized by Section 718.403, Florida Statutes) shall not be effective unless all unit owners consent thereto. The provisions of this subparagraph 37.B. shall cease to be effective and terminate after the Developer ceases to own any unit in the Condominium.

38. RIGHTS RESERVED UNTO INSTITUTIONAL MORTGAGEES. So long as any institutional mortgagee shall hold any first mortgage upon any condominium parcel or condominium parcels, or shall be the owner of any condominium parcel or condominium parcels, such institutional mortgagee, as well as holders, insurers or guarantors of any first mortgage, shall have the following rights, to wit:

A. Upon written request, to be furnished by the Association with at least one copy of the annual financial statement and report of the association for the immediately preceeding fiscal year, prepared by a certified public accountant designated by the association, including a detailed statement of annual carrying charges or income collected and operating expenses.

B. To have made available by the Association for their inspection current copies of the Declaration, by-laws and rules and regulations of the Condominium as well as the books, records and financial statements of the Association.

C. Upon prior written request to the Association therefor, timely written notice of: (i) Any condemnation or casualty loss that affects either a material portion of the Condominium or the unit securing its mortgage; (ii) Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage; (iii) A lapse, cancellation, or material modification of any insurance



policy or fidelity bond maintained by the owners' association; or (iv) Any proposed action that requires the consent of a specified percentage of mortgage holders.

D. To cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to each institutional mortgagee or institutional mortgagees a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and contribute such other sum as may be required therefor so that there shall be on deposit in said escrow account at least one month prior to the due date for payment of such premium or premiums a sum which will be sufficient to make full payment therefor. The insurance trustee designated by the Association may designate any institutional mortgagee interested in the Condominium to act in such capacity.

Premiums for insurance required to be placed by the Association shall be a common expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the institutional mortgagee who first held a first mortgage encumbering a condominium parcel, then said institutional mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the moneys so advanced, plus interest thereon at the highest legal rate, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against individual unit owners for the payment of such items or common expense.

If two (2) or more institutional mortgagees hold any mortgage or mortgages upon any condominium parcel of Condominium parcel, and/or shall be the owner of any condominium parcel or condominium parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the institutional mortgagee owning and holding the first recorded encumbering a condominium parcel, and the decision of such institutional mortgagee shall be controlling.

39. DEVELOPER'S RIGHT TO CONTINUE CONSTRUCTION. Developer reserves the inalienable right to complete the construction of the Condominium property and other portions of the Complex, including any other residential housing units notwithstanding that a purchaser of any unit has closed title.

40. PLAN OF DEVELOPMENT OF MIDDLE RIVER HOMES COMPLEX. Developer hereby discloses the development plan for a residential complex known as Middle River Homes Complex (the "Complex"), which Complex is contemplated to consist of the condominium buildings and common elements for which

this Declaration is applicable (constructed upon land which is legally described in exhibit "A" hereto) and other land as hereinafter described. The land of the Complex is attached hereto as Exhibit "G" and incorporated herein as though set out in full (hereinafter referred to as the "Complex Land").

Although the Complex is planned for development in two phases as described in paragraph 41 below, the Complex may be completed with rental type structures and improvements. Construction of the Complex is a projected plan of development only. The sole portions of the Complex which shall be available for the non-exclusive use of unit owners of this Condominium are the real property for this Condominium. Developer disclaims any obligation to improve or develop portions of the Complex other than the real property for this Condominium.

Without limiting the generality of the foregoing, Developer expressly reserves the rights, as to the balance of the Complex (other than this Condominium) to: (i) commence construction and the development of other portions of the Complex if and when Developer so desires; (ii) submit other construction to separate and distinct condominium projects; (iii) develop any portion before any other portion or develop portions simultaneously; (iv) withhold construction of any portion of lands which are described as being subject to contingent plans for completion hereby; (v) create types of residential properties other than condominiums including, but not limited to, rental apartments, townhomes, or other dwelling units; (vi) sever one or more of such portions of the Complex into two or more stages (or, conversely, to combine the same); and (vii) develop the balance of the Complex upon such time table as it, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating the Developer to construct any other portions of the Complex or to construct such portions according to the present plan of development. Although the plan for development of the Complex presently contemplates, among other things, the completion of one hundred twelve (112) residential dwelling units, such number could be expanded to one hundred twenty-five (125) residential dwelling units (excluding any additional residential units that may be created by the subdivision of units).

41. PROVISIONS FOR A PHASE CONDOMINIUM. This Condominium may constitute a phased condominium, pursuant to and in accordance with the Condominium Act of the State of Florida. In the event the Developer elects to add a second phase to this Condominium, then a complete description of the phasing is as follows:

A. In the event of phasing as hereinafter described, then this Condominium as originally submitted under this Declaration will sometimes be referred to as "Phase I". In addition to Phase I, there may be an additional phase to this Condominium as hereinafter described.

B. Set forth within Exhibit "I" is a legal description of the land on which a phase to this Condominium may become part of the Condominium and upon which improvements may be built. In the event the

land as shown on the aforescribed legal description contained in Exhibit "I" hereto is phased in as part of this Condominium, then that portion of the Condominium may be referred to as "Phase II".

C. In the event that Developer elects to develop and phase in Phase II, then, in such event, Phase II shall contain eight (8) buildings in which there shall be located a total of sixty-eight (68) residential condominium units. Thirty-Four (34) of the units shall be Standard Models and thirty-four (34) of the units shall be Reverse Models. The square footages set forth below for the various models described above are approximate square footages only.

The number of bedrooms and bathrooms and general size of the various model types representing both Phase I and Phase II units shall be as follows:

Types of Units

Standard Model	Approximately 762 square feet containing 2 bedrooms, 2 baths, a living room and dining room combination and kitchen.
Reverse Model	Approximately 762 square feet containing 2 bedrooms, 2 baths, a living room and dining room combination and kitchen.

Attached hereto as Exhibit "I" is the plot plan, survey and graphic description for Phase II, wherein the location of the respective buildings, common elements and limited common elements are more particularly described.

D. The fee title to each condominium parcel in Phase II shall include both the condominium unit and an undivided fractional interest in the common elements and limited common elements, said interest to be deemed to be conveyed with the respective condominium unit. Any attempt to separate the fee title to a condominium unit from the undivided fractional interest in the common elements appurtenant to each unit shall be null and void. The term "common elements", when used herein, shall mean both common elements and limited common elements. Any common surplus and all common expenses pertaining to the Association shall be owned by and shared by each of the unit owners in the same proportion as their percentage ownership interest in the common elements. In the event Phase II is added as part and parcel of this Condominium, then each unit's percentage ownership in the common elements and common surplus and sharing of the common expense as to Phase I and Phase II shall be computed in the same manner as the percentages for units in Phase I; that is, in the manner set forth in paragraph 8.A. of this Declaration. For disclosure concerning the various units' actual percentage ownership in the common elements and common surplus and sharing of common expense, please refer to Exhibit "J" hereto, Unit Owners' percentages upon inclusion of additional phase.

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E. In the event that Phase II is added to this Condominium, there shall not be any additional recreational areas, facilities or personal property to be provided by the Developer other than those described herein. Phase II shall contain certain green, open, parking and access road areas and as depicted in Exhibit "I" hereto and, in addition, the following recreational facilities: unheated pool and pool deck together with mens' and womens' bathrooms (as depicted in Exhibit "I" hereto).

In the event Phase II is phased in, Developer shall not expend monies for personal property other than as disclosed in condominium disclosure materials for Phases I and II. The commonly used facilities for Phase II shall be common elements, available to the various unit owners in this Condominium, including phased in portions thereof. Expenses for the use, maintenance and operation of such facilities shall be a common expense payable by unit owners in accordance with the terms of this Declaration.

F. In the event that Phase II is added as part and parcel of this Condominium, then the membership vote and ownership in the Association attributable to each unit in Phase I and Phase II shall be one (1) vote per unit. It is intended hereby that, in the event Phase II is added, the membership in the Association shall increase by the additional units as added in Phase II and that each of said units shall have one (1) vote per unit and that Phase I unit owners shall have one (1) vote per unit. In the event that Phase II is not added and developed as part of the Condominium, then the membership vote and ownership in the Association shall be one (1) vote per unit for Phase I unit owners only, as same exists pursuant to and under this Declaration.

G. If Phase II is not built and submitted to the Declaration hereof, the units which are built are entitled to one hundred (100%) percent ownership of all common elements actually developed and declared as part of the Condominium.

H. The time period by which Phase II must be completed, in the event the Developer elects to add Phase II, is not more than seven (7) years from the date of recordation of this Declaration.

I. Time-Share estates will not be created with respect to units in this Condominium or in any phase.

J. Upon substantial completion of construction of the additional phase, and in the event that the developer of such additional phase elects to phase in such phase to this Condominium, then the developer of that phase shall file with the Division of Florida Land Sales and Condominiums, Department of Business Regulations, and record among the Public Records of Broward County, Florida a survey prepared by a surveyor authorized to practice in the State of Florida, with the appropriate certificate of the surveyor, pursuant to and in accordance with the Condominium Act. Said certificate shall state that the construction of the improvements for such phase being added is substantially complete and that its attachments constitute an accurate representation of the location and dimensions of the improvements.

K. Notwithstanding the provisions of Section 718.110, Florida Statutes, amendments to this Declaration of Condominium adding Phase II as disclosed herein to the Condominium shall not require the execution of such amendments or consents thereto by unit owners, mortgagees, lienors or the Association. However, such amendments shall require the execution or consent thereto by the Developer of this Condominium, as well as the developer of the phase being added, in the event that the developer of the phase being added is other than the Developer of this Condominium. The provisions of this paragraph shall be paramount and superior to the provisions of paragraph 23.

L. A developer of the additional phase may be the Developer of this Condominium and/or the nominee, designee, assignee or successor, in whole or in part, of the Developer.

M. Developer, its successor, nominee, assignee or designee has no obligation or responsibility to cause any additional phase or its improvements to be constructed.

N. Notwithstanding anything contained in this Declaration to the contrary (except for subparagraph 43.K. above), upon recordation of this Declaration no amendment which changes the plan for phasing as described or referred to in this paragraph (or required to be described by Section 718.403, Florida Statutes) shall be effective unless all Unit Owners in the Condominium consent thereto. The provisions of this subparagraph 43.N. are subordinate to the provisions of paragraph 43.K. and shall cease to be effective and terminate only after Developer ceases to own any units in the Condominium.

42. CONDEMNATION.

A. Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

B. Determination Whether to Continue Condemnation. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

C. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided for insurance proceeds if the

Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the Property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after casualty.

D. Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium.

(1) Restoration of Unit: The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

(2) Distribution of Surplus: The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

(3) Adjustment of Shares in Common Elements: If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit Owners in the Common Elements shall be restated as percentages of the total of the new shares as reduced by the taking.

(4) Proviso: However, nothing contained herein shall prohibit the Board from making in advance a partial payment to such Owner when the Board, in its discretion, deems such advance or partial payment to be reasonable and proper; nor shall anything contained herein be deemed to relieve such Owner of the obligation to contribute to the repair or restoration of the Building and Common Elements, although the Board may, in a proper case, reduce the amount of such obligation or eliminate same.

E. Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) Payment of Award: The award shall be paid, first, to all Institutional Lenders in an amount sufficient to pay off their mortgages due from those Units which are not habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the Unit Owners and mortgagees of Units in an amount not to exceed the market value of the Unit immediately prior to the taking (with credit being given for payments previously reserved for Institutional Lender); and fourth, balance, if any, to repairing and replacing the Common Elements.

(2) Addition to Common Elements: The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association, if possible; provided that if the cost of the work shall exceed the balance of the fund from the award for taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements and as provided in subparagraph (4) below.

(3) Adjustment of Shares in Common Elements: The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as follows:

(a) Add the total percentages of all Units of continuing Owners prior to the adjustment, but after adjustments made in accordance with subparagraph D(3) of this paragraph 44 (the "Percentage Balance"); and

(b) Divide said percentage of each Unit of a continuing Owner by the Percentage Balance.

The result of such division for each remaining Unit shall be the adjusted percentage for such Unit.

(4) Assessments: If the balance of the award (after payments to the Unit Owner and such Owner's mortgagee as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking.

(5) Arbitration: If the market value of a Unit, prior to the taking, cannot be determined by agreement between the Unit Owner and mortgagee of the Unit and the Association, within thirty (30) days after notice by any party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two (2) appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance or otherwise upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the Owners in the Common Elements as they exist prior to the changes effected by the taking.

F. Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board of Directors of the

Association; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

G. Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by the condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Association.

43. MISCELLANEOUS PROVISIONS.

A. No owner of a condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements or the recreational facilities or by the abandonment of his unit.

B. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by regular mail (not certified or registered mail), addressed to such unit owners at their place of residence in the condominium, unless the 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 delivering said notices. All notices required or desired hereunder or under the by-laws to the Association shall be sent by certified mail (return receipt requested) to the Association c/o its office at the Condominium or to such other address as the Association may hereafter designate from time to time by notice in writing to all unit owners. All notices to mortgagees of units and the Developer shall be sent by certified mail (return receipt requested) to their respective addresses, or as designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

Notices required to be given the personal representative of a deceased unit owner or devisee, 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 unit owner is being administered.

C. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or board of directors of the Association from removing or authorizing the removal of any party wall between any units in order that the said units might be used together as



one integral unit. In such event, all assessments, voting rights and the share of the common elements shall be calculated as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several units are used as one, to the intent and purposes that the unit owner of such combined units shall be treated as the unit owner of as many units as have been so combined.

D. The captions used in this Declaration of Condominium and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of the text of this Declaration or exhibits hereto annexed.

E. All unit owners, owners of all or any portions of the Complex and the Developer and its assigns are hereby granted easements over all common elements for purposes of ingress or egress.

F. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein, 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.

G. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

H. Wherever the signature of the president of the Association is required hereunder, the signature of a vice president may be substituted therefor, and whenever the signature of the secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

I. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or the rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, TD ASSOCIATES, a Florida general partnership, has caused these presents to be signed in its name by all of its respective

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partners, by their respective proper officers, and their corporate seals to be affixed this 4th day of April, 1986.

TD ASSOCIATES, a Florida general partnership

Signed, sealed and delivered in the presence of:

BY: M R Homes, Inc., a Florida corporation; general partnership

[Signature]

By: [Signature] President

Ruth J. Warner

Attest: \_\_\_\_\_ Secretary

(SEAL)

AND

By: Pine Valley of Palm Beach, Inc., a Florida corporation; general partner

[Signature]

By: [Signature] President

Ruth J. Warner

Attest: \_\_\_\_\_ Secretary

(SEAL)

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS:

I HEREBY CERTIFY that on this day personally appeared before me CHARLES E. TYLER and \_\_\_\_\_, \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of M R HOMES, Inc., a Florida corporation and general partner of TD ASSOCIATES, a Florida general partnership, to me known to be the persons who signed the foregoing Declaration, on behalf of such corporation, acting on behalf of such partnership and they acknowledged the execution thereof to be their free acts and deeds as such officers for the uses and purposes therein mentioned, that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at \_\_\_\_\_,  
BROWARD, County, Florida, this 4th day of April, 1986.

Ruth J. Warner  
Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Aug. 29, 1989  
Bonded thru Patterson - Decht Agency

-54-

HODKIN & LEVINE, P.A. • SPECTRUM BUILDING • SUITE 504 • 4901 N.W. 17TH WAY • FORT LAUDERDALE, FLORIDA 33309 • (305) 493-8100

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STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS:  
)

I HEREBY CERTIFY that on this day personally appeared before me ABE DICK and \_\_\_\_\_, \_\_\_\_\_ President and \_\_\_\_\_ Secretary, respectively, of PINE VALLEY OF PALM BEACH, INC., a Florida corporation and general partner of TD ASSOCIATES, a Florida general partnership, to me known to be the persons who signed the foregoing Declaration, on behalf of such corporation, and they acknowledged the execution thereof to be their free acts and deeds as such officers for the uses and purposes therein mentioned, that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at the state and county last above written, this 4th day of April, 1986.

Ruth J. Warner  
Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Aug. 29, 1989  
Bonded thru Patterson - Becht Agency

BML/jww/3581A  
122885

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REC

JOINDER AND ACCEPTANCE OF ASSOCIATION

MIDDLE RIVER HOMES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this declaration and exhibits attached hereto.

IN WITNESS WHEREOF, MIDDLE RIVER HOMES CONDOMINIUM ASSOCIATION, INC., has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 4th day of April, 1986.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Ruth J. Warner

MIDDLE RIVER HOMES CONDOMINIUM ASSOCIATION, INC.

By: [Signature]  
President

Attest: [Signature]  
ASST Secretary

STATE OF FLORIDA           )  
                                      )SS:  
COUNTY OF                    )

I HEREBY CERTIFY that on this day personally appeared before me CHARLES E. TYLER and ABE DICK, to me known to be the President and <sup>ASST</sup>Secretary, respectively of MIDDLE RIVER HOMES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and that they severally acknowledged executing the foregoing Declaration in the presence of two subscribing witnesses, freely and voluntarily, on behalf of such corporation, and they severally acknowledged the execution thereof to be their free acts and deeds as such officers, under the authority vested in them by the articles and by-laws of MIDDLE RIVER HOMES CONDOMINIUM ASSOCIATION, INC., and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal at BROWARD  
County, Florida, this 4th day of April, 1986.

[Signature]  
Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Aug. 29, 1989  
Bonded thru Patterson - Becht Agency

BML/jww/3581A  
122885

JOINDER AND CONSENT OF MORTGAGEE

CARIBANK, a Florida Banking Corporation, being the owner and holder of the mortgage lien encumbering all or a portion of the parcel of real property described in the foregoing Declaration of Condominium for MIDDLE RIVER HOMES, A CONDOMINIUM, to wit: mortgage filed for record September 27, 1985 in O. R. Book 12854, at Page 651 of the Public Records of Broward County, Florida, hereby consents to and joins in the filing of the said Declaration of Condominium.

IN WITNESS WHEREOF, CARIBANK has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 31st day of March, 1986.

Signed, sealed and delivered in the presence of:

Carol J. [Signature]  
[Signature]  
Carol J. [Signature]  
[Signature]

CARIBANK, A Florida Banking Corporation

By:

[Signature]  
Executive

Vice President

Attest:

[Signature]  
Assistant Secretary

(CORPORATE SEAL)

STATE OF Florida )  
COUNTY OF Broward ) SS:

BEFORE ME, the undersigned authority, personally appeared Leland D. O'Connell and Donald E. Castles, known to me and known by me to be, respectively, the Executive Vice President and ~~Assistant~~ Secretary of Caribank, a Florida Banking Corporation, and they duly acknowledged to and before me that they executed the within instrument as such officers of such corporation for the uses and purposes therein expressed pursuant to lawful authority given to them and that they know the seal of said corporation and that the seal of said corporation is affixed to the within instrument by like authority.

WITNESS my hand and seal this 31st day of March, 1986.

My Commission Expires:

[Signature]

NOTARY PUBLIC

Notary Public, State of Florida at Large  
My Commission Expires Oct. 23, 1987  
BONDED THRU HUCKLEBERRY, SIBLEY  
& HARVEY INSURANCE & BONDS, INC.

(Notarial Seal)

BML/mlw/4269A  
03/21/86

EXHIBIT "A" TO  
DECLARATION OF CONDOMINIUM  
FOR  
MIDDLE RIVER HOMES, A CONDOMINIUM

\*\*\*\*\*

LEGAL DESCRIPTION FOR REAL PROPERTY  
BEING SUBMITTED TO CONDOMINIUM OWNERSHIP

\*\*\*\*\*

3571A-3

OFF 13327 pg 58

EXHIBIT "A"

LEGAL DESCRIPTION FOR REAL PROPERTY BEING SUBMITTED FOR CONDOMINIUM OWNERSHIP:

Commencing at the N.W. Corner of Parcel "A", "A.D.K. Plat", as recorded in Plat Book 77, Page 35, of the Public Records of Broward County, Florida; thence South along the West line of said Parcel "A", 490.17 feet; thence East along a line parallel with the North line of said Parcel "A", 205.00 feet to the Point of Beginning; thence continue East along a line parallel with the North line of said Parcel "A", 25.00 feet; thence along a Circular Curve to the right having a radius of 40.00 feet, an arc distance of 7.23 feet; thence East 73.62 feet; thence South along a line parallel with the East line of said Parcel "A", 221.74 feet; thence S 75°00'00" E, 91.40 feet; thence South along the East line of said Parcel "A", 265.00 feet, more or less, to a Point on the North Bank of the North Fork of Middle River; thence Westerly along the North Bank of the North Fork of Middle River, 115.00 feet, more or less; thence North along a line 115.00 feet West of and parallel to the East line of said Parcel "A", 61.61 feet, more or less, to a Point; thence S 82°00'00" W, 77.87 feet; thence North along a line parallel with the East line of said Parcel "A", 463.86 feet, to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.



**DAVIS ASSOCIATES, INC.**

*Consulting Civil and Environmental Engineers • Land Surveyors • Land Development Consultants • Planners*

1634 E. ATLANTIC BOULEVARD • POMPANO BEACH, FLA. 33060

phone: (305) 782-9447

JOB NO.

DATE:

DRAWN BY:

F.B./PQ.

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EXHIBIT "B" TO  
DECLARATION OF CONDOMINIUM  
FOR  
MIDDLE RIVER HOMES, A CONDOMINIUM

\*\*\*\*\*

PLOT PLAN, SURVEY AND GRAPHIC DESCRIPTION - REAL  
PROPERTY BEING SUBMITTED TO CONDOMINIUM OWNERSHIP

\*\*\*\*\*

3571A-4

OFF 13327 Pg 60  
REC



EXHIBIT "B"

LEGAL DESCRIPTION FOR REAL PROPERTY BEING SUBMITTED FOR CONDOMINIUM OWNERSHIP:

Commencing at the N.W. Corner of Parcel "A", "A.D.K. Plat", as recorded in Plat Book 77, Page 35, of the Public Records of Broward County, Florida; thence South along the West line of said Parcel "A", 490.17 feet; thence East along a line parallel with the North line of said Parcel "A", 205.00 feet to the Point of Beginning; thence continue East along a line parallel with the North line of said Parcel "A", 25.00 feet; thence along a Circular Curve to the right having a radius of 40.00 feet, an arc distance of 7.23 feet; thence East 73.62 feet; thence South along a line parallel with the East line of said Parcel "A", 221.74 feet; thence S 75°00'00" E, 91.40 feet; thence South along the East line of said Parcel "A", 265.00 feet, more or less, to a Point on the North Bank of the North Fork of Middle River; thence Westerly along the North Bank of the North Fork of Middle River, 115.00 feet, more or less; thence North along a line 115.00 feet West of and parallel to the East line of said Parcel "A", 61.61 feet, more or less, to a Point; thence S 82°00'00" W, 77.87 feet; thence North along a line parallel with the East line of said Parcel "A", 463.86 feet, to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.



**DAVIS ASSOCIATES, INC.**

*Consulting Civil and Environmental Engineers · Land Surveyors · Land Development Consultants · Planners*

1634 E. ATLANTIC BOULEVARD · POMPANO BEACH, FLA. 33060

phone: (305) 782-9447

JOB NO.

DATE:

DRAWN BY:

F.B./PG.

OFF REC 13327Pg 61



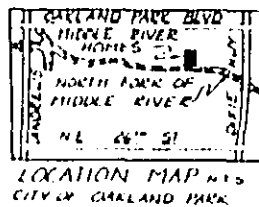
SCALE 1" = 100'

# MIDDLE RIVER HOMES,

## EXHIBIT "B" SHEET 2 OF 6 SHEETS A CONDOMINIUM

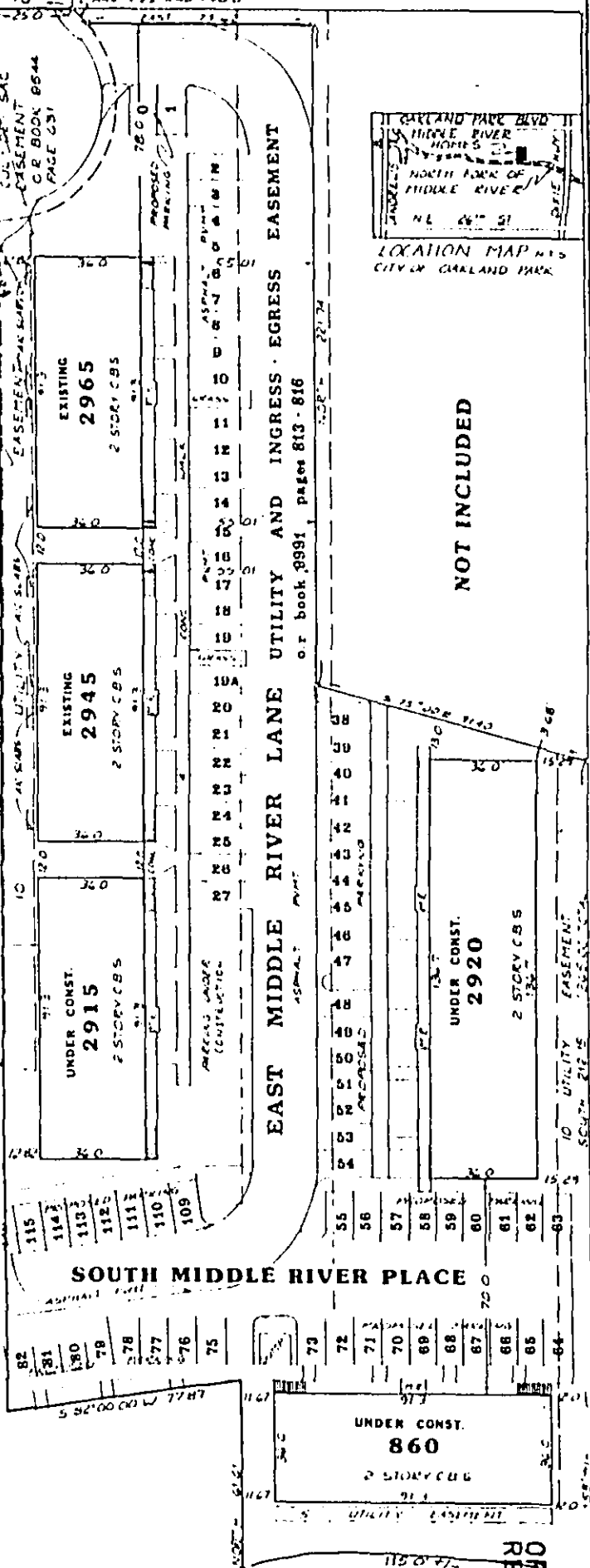
PHASE II

NOT INCLUDED



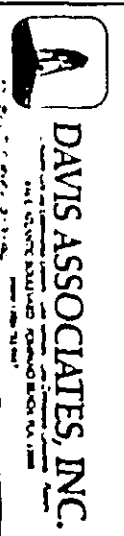
LOCATION MAP  
CITY OF GARLAND PARK

NOT INCLUDED



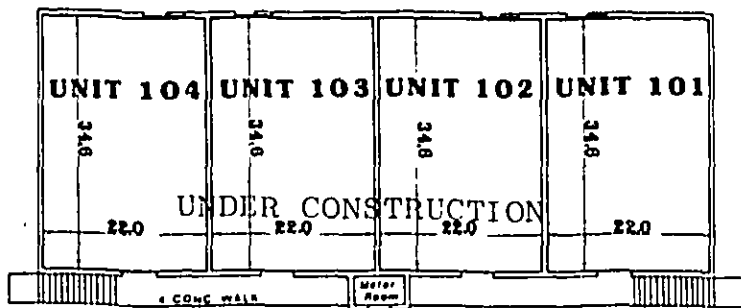
NORTH FORK OF MIDDLE RIVER

PLOT PLAN, SURVEY & GRAPHIC DESCRIPTION  
FOR REAL PROPERTY BEING SUBMITTED  
FOR CONDOMINIUM OWNERSHIP

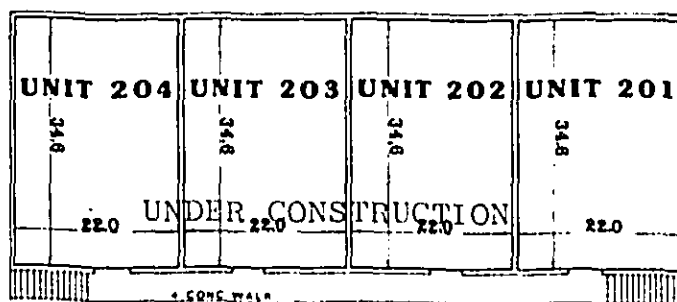
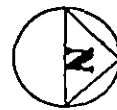


DAVIS ASSOCIATES, INC.

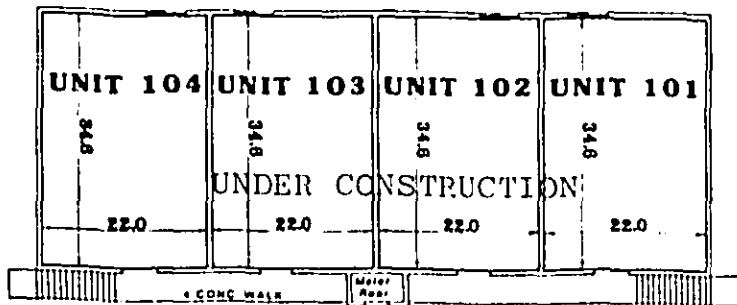
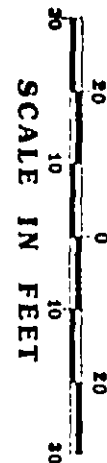
OFF 13327Pg 62



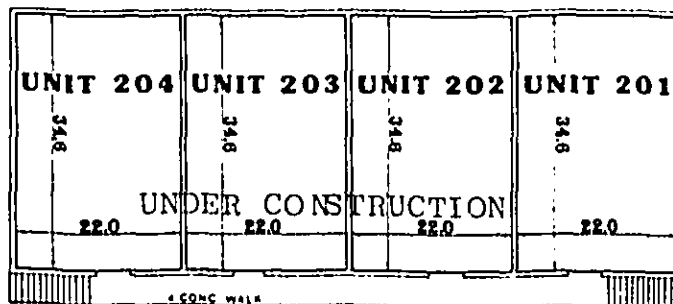
**FLOOR PLAN FIRST FLOOR  
BUILDING NO. 2915**  
FINISH FLOOR ELEVATION 7.11 FEET  
FINISH CEILING ELEVATION 16.15 FEET



**FLOOR PLAN SECOND FLOOR  
BUILDING NO. 2915**  
FINISH FLOOR ELEVATION 16.73 FEET  
FINISH CEILING ELEVATION 25.84 FEET



**FLOOR PLAN FIRST FLOOR  
BUILDING NO. 860**  
FINISH FLOOR ELEVATION 7.11 FEET  
FINISH CEILING ELEVATION 16.15 FEET

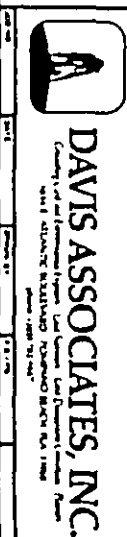


**FLOOR PLAN SECOND FLOOR  
BUILDING NO. 860**  
FINISH FLOOR ELEVATION 16.73 FEET  
FINISH CEILING ELEVATION 25.84 FEET

DATE: 4/4/84  
MICHAEL E. DAVIS  
P.L.B. ARCH  
STATE OF FLORIDA

- NOTES:
1. ALL ELEVATIONS SHOWN HEREIN REFER TO NATIONAL GEODETIC VERTICAL DATUM.
  2. UNIT ELEVATION DIMENSIONS SHOWN ARE IN FEET AND DECIMALS AND ARE APPROXIMATE.
  3. ALL WALLS ARE 0.10 FEET THICK.

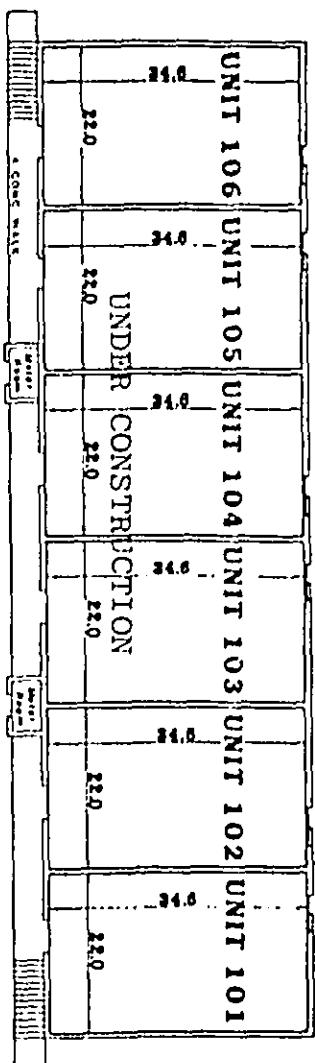
**MIDDLE RIVER HOMES,  
A CONDOMINIUM**



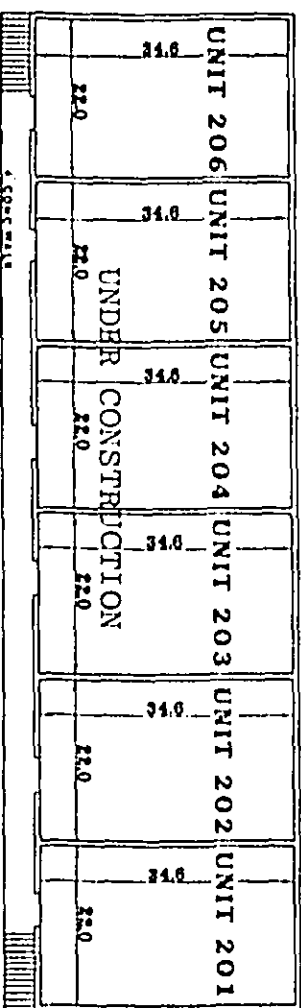
OFF 13327 Pg 63

EXHIBIT SHEET 3 OF 6 SHEETS

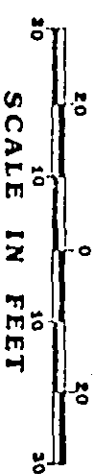
OFF 13327Pg 64



**FLOOR PLAN FIRST FLOOR**  
**BUILDING NO. 2920**  
FINISH FLOOR ELEVATION 7.11 FEET  
FINISH CEILING ELEVATION 16.15 FEET



**FLOOR PLAN SECOND FLOOR**  
**BUILDING NO. 2920**  
FINISH FLOOR ELEVATION 16.73 FEET  
FINISH CEILING ELEVATION 25.84 FEET



- NOTES:**
1. ALL ELEVATIONS SHOWN HEREIN REFER TO NATIONAL GEODETIC DATUM.
  2. UNIT ELEVATION DIRECTIONS SHOWN ARE IN FEET AND DECIMALS AND ARE APPROXIMATE.
  3. ALL WALLS ARE 6.75 FEET HIGH.

DATED: 4/4/84  
BY: [Signature]  
FOR: [Signature]  
P.L.B. 9/18  
STATE OF FLORIDA

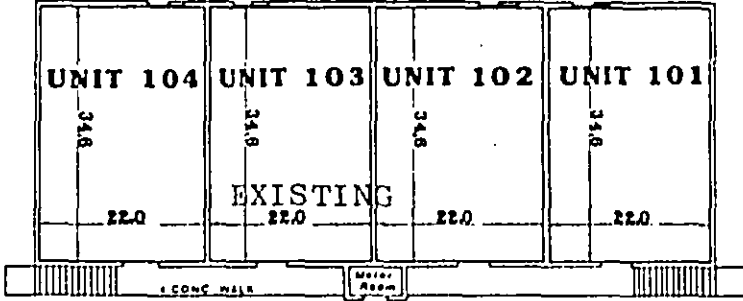
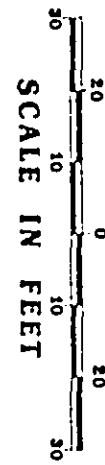
**MIDDLE RIVER HOMES,  
A CONDOMINIUM**



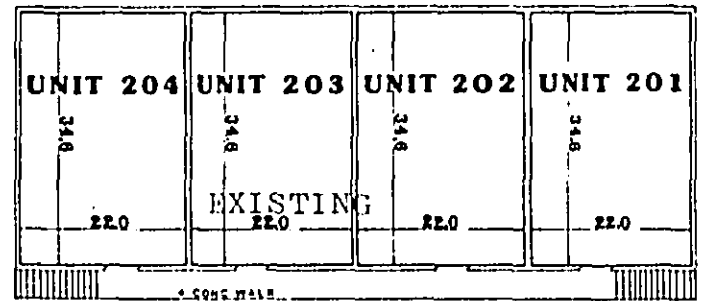
**DAVIS ASSOCIATES, INC.**  
1000 N.W. 10th Avenue, Suite 1000  
Fort Lauderdale, Florida 33304  
Phone: (305) 555-1000



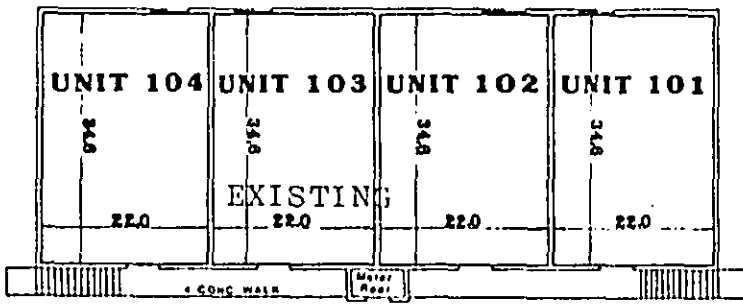
OFF 13327Pg 65



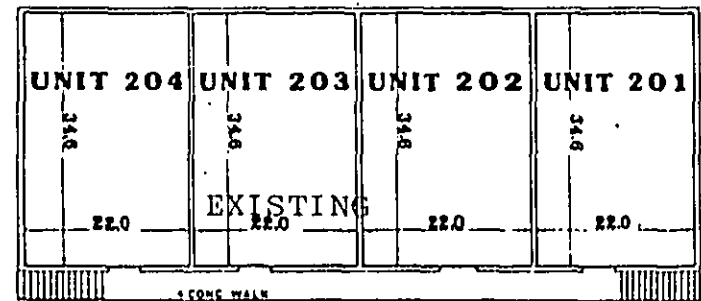
**FLOOR PLAN FIRST FLOOR**  
**BUILDING NO. 2965**  
FINISH FLOOR ELEVATION 7.11 FEET  
FINISH CEILING ELEVATION 16.15 FEET



**FLOOR PLAN SECOND FLOOR**  
**BUILDING NO. 2965**  
FINISH FLOOR ELEVATION 16.73 FEET  
FINISH CEILING ELEVATION 25.84 FEET



**FLOOR PLAN FIRST FLOOR**  
**BUILDING NO. 2945**  
FINISH FLOOR ELEVATION 7.11 FEET  
FINISH CEILING ELEVATION 16.15 FEET



**FLOOR PLAN SECOND FLOOR**  
**BUILDING NO. 2945**  
FINISH FLOOR ELEVATION 16.73 FEET  
FINISH CEILING ELEVATION 25.84 FEET



DATE: 4/9/86  
BY: [Signature]  
HUGH B. DAVIS  
P.L.S. 0018  
STATE OF FLORIDA

- NOTES:
- 1. ALL ELEVATIONS SHOWN HEREIN REFER TO NATIONAL GEODETIC MEAN SEA LEVEL.
  - 2. UNIT DIMENSIONS SHOWN ARE IN FEET AND DECIMALS AND ARE APPROXIMATE.
  - 3. ALL WALLS ARE 0.75 FEET THICK.

**MIDDLE RIVER HOMES,**  
**A CONDOMINIUM**

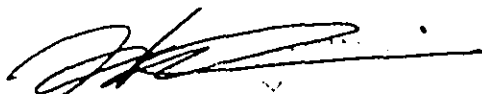
**DAVIS ASSOCIATES, INC.**  
Creating the Future of Real Estate  
1001 ALBANY AVENUE, SUITE 100, ALBANY, NY 12206  
Phone: (518) 534-1001

## EXHIBIT "B"

CERTIFICATE OF SURVEYOR

The undersigned, a licensed and registered Land Surveyor, duly authorized to practice under the laws of the State of Florida, does hereby certify that, notwithstanding that certain buildings in the condominium are not substantially completed, the buildings and units described "EXISTING" herein are completed and that, as to such units and improvements, the construction of the improvements described herein, including but not limited to landscaping, utility services and access to such completed units, and common element facilities serving the completed buildings in which such completed units are located, have been substantially completed so that this Exhibit "B" to the Declaration of Condominium, together with the provisions of the aforesaid Declaration, constitute a correct representation of such completed improvements described herein and, further, that the identification, location and dimensions of the common elements, limited common elements serving such completed units and all of each such completed units may be determined from said materials.

Dated this 27<sup>TH</sup> day of MARCH, 1986.



HUGH. R. DAVIS R.L.S.  
Registered Land Surveyor  
Florida Registration No. 978

**DAVIS ASSOCIATES, INC.**

Consulting Civil and Environmental Engineers · Land Surveyors · Land Development Consultants · Planners

1634 E. ATLANTIC BOULEVARD · POMPANO BEACH, FLA. 33060

phone: (305) 782-9447

JOB NO. N/A

DATE: 3-27-86

DRAWN BY: P.D.

F.B./PG. FILE

OFF  
REC 13327Pg 66

EXHIBIT "C" TO  
DECLARATION OF CONDOMINIUM  
FOR  
MIDDLE RIVER HOMES, A CONDOMINIUM

\*\*\*\*\*

UNIT OWNERS' PERCENTAGES OF COMMON ELEMENTS,  
COMMON SURPLUS AND SHARING OF COMMON EXPENSES

\*\*\*\*\*

3571A-5

OFF 13327 PG 67

UNIT OWNERS PERCENTAGES OF COMMON ELEMENTS,  
COMMON SURPLUS, AND SHARING OF COMMON EXPENSE

BUILDING/  
UNIT NUMBER      PERCENTAGES

	<u>Building</u> <u>No. 2965</u>	
101		1/44
102		1/44
103		1/44
104		1/44
201		1/44
202		1/44
203		1/44
204		1/44

BUILDING/  
UNIT NUMBER      PERCENTAGES

	<u>Building</u> <u>No. 2920</u>	
101		1/44
102		1/44
103		1/44
104		1/44
105		1/44
106		1/44
201		1/44
202		1/44
203		1/44
204		1/44
205		1/44
206		1/44

BUILDING/  
UNIT NUMBER      PERCENTAGES

	<u>Building</u> <u>No. 2945</u>	
101		1/44
102		1/44
103		1/44
104		1/44
201		1/44
202		1/44
203		1/44
204		1/44

BUILDING/  
UNIT NUMBER      PERCENTAGES

	<u>Building</u> <u>No. 860</u>	
101		1/44
102		1/44
103		1/44
104		1/44
201		1/44
202		1/44
203		1/44
204		1/44

BUILDING/  
UNIT NUMBER      PERCENTAGES

	<u>Building</u> <u>No. 2915</u>	
101		1/44
102		1/44
103		1/44
104		1/44
201		1/44
202		1/44
203		1/44
204		1/44

OFF 13327Pg 68

3580A



EXHIBIT "D" TO  
DECLARATION OF CONDOMINIUM  
FOR  
MIDDLE RIVER HOMES, A CONDOMINIUM

\*\*\*\*\*

BY-LAWS OF  
MIDDLE RIVER HOMES CONDOMINIUM ASSOCIATION, INC.

\*\*\*\*\*

3571A-6

OFF 13327 PG 69

BY-LAWS

OF

MIDDLE RIVER HOMES CONDOMINIUM ASSOCIATION, INC.  
A Florida Non-Stock, Non-Profit Membership Corporation

ARTICLE I

GENERAL

1.1 THE NAME. The name of the Corporation shall be MIDDLE RIVER HOMES CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association".

1.2 PRINCIPAL OFFICE. The principal office of the Corporation shall be at 1500 North Ocean Boulevard, Pompano Beach, Broward County, Florida 33062, or at such other place as may be subsequently designated by the Board of Directors.

1.3 IDENTITY. In addition to the within By-laws being the By-laws of the Association, these By-laws are established pursuant to the Florida Condominium Act, Chapter 718, for the purpose of administering, operating and managing MIDDLE RIVER HOMES, A CONDOMINIUM.

1.4 DEFINITION. As used herein, the term "Corporation" shall be the equivalent of "Association," and all other words as used herein shall have the same definitions as attributed to them in the Declaration of Condominium of MIDDLE RIVER HOMES, A CONDOMINIUM (the "Condominium"). Any terms not defined in the Declaration shall have those definitions established by Chapter 718, Florida Statutes, as the same exists on the date of execution hereof. If any definition in the Declaration is at variance with a definition in the Florida Statutes (and such variance is a permissible variance), the definition in the Declaration shall prevail and govern the interpretation of this document.

ARTICLE II.

MEMBERSHIP AND VOTING PROVISIONS

2.1 MEMBERSHIP. Membership in this Corporation shall be limited to owners of units in the Condominium as are described in the articles of incorporation of the Association. Transfer of unit ownership, either voluntarily or by operation of law, shall automatically terminate membership, and the transferee shall automatically become a member of this Corporation. If unit ownership is vested in more than one person, all of the persons owning a unit shall be eligible to hold office, attend meetings, etc.; but, as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a

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corporation, the corporation may designate an individual officer or employee as its voting member. Developer, or its assignee, nominee, designee or successor, as an owner of unsold units, shall be deemed a member of this Corporation.

## 2.2 VOTING.

(a) The owner of each unit shall be entitled to one (1) vote. If an owner owns more than one unit, he shall be entitled to one (1) vote for each unit owned. The vote of a unit shall not be divisible.

(b) Majority Vote: The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes, except where otherwise provided by law, in the Declaration, in the articles of incorporation or in these By-laws; and as used in these By-laws, the articles of incorporation, or the Declaration, the term "majority of the members" shall mean those unit owners having more than fifty (50%) percent of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners at which a quorum shall be present.

2.3 QUORUM. Unless otherwise provided in these By-laws, the presence in person or by proxy of a majority of unit owners shall constitute a quorum.

2.4 PROXIES. Votes may be cast in person or by proxy. All proxies shall (i) be in writing, (ii) set forth the name of the person voting by proxy, (iii) the name of the person entitled to vote the proxy for him, (iv) state the date the proxy was given, and (v) contain the date, time and place of the meeting for which it is given. All proxies shall be filed with the secretary of the Corporation prior to, or at, the meeting at which they are to be used, and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. If the person voting by proxy so desires, he may grant a limited proxy, provided that the proxy itself sets forth those items which the holder of the proxy may vote, and the manner in which the vote is cast. In no event shall any proxy be valid for a period longer than ninety (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. Where a unit is owned jointly by a husband and wife, and they have not designated one of themselves as a voting member, a proxy must be signed by both in order to designate a third person as proxy. If the proxy form expressly so provides, any holder of a proxy may appoint, in writing, a substitute to act in his place. If such provision is not made, such substitution is not permissible.

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2.5 DESIGNATION OF VOTING MEMBER. If a unit is owned by one person, his right to vote shall be established by the record title to the unit. If a unit is owned by more than one person, the person entitled to cast the unit's vote shall be designated in a certificate to be filed with the secretary, signed by all of the record owners of the unit. If a unit is owned by a corporation, it shall designate the officer or employee entitled to cast the unit's vote by executing a certificate to be filed with the secretary of the Association, signed by its president or vice president, and attested to by its secretary or assistant secretary. The person designated in such certificate shall be known as the voting member. If, for a unit owned by more than one person or by a corporation, such certificate is not on file with the secretary of the Corporation, the vote of the unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the unit, except if said unit is owned jointly by a husband and wife. Such certificate shall be valid until revoked or superceded by a subsequent certificate, or until a change occurs in the ownership of the unit. If a unit is owned by a husband and wife, the following provisions are applicable:

(a) They may, but they shall not be required to, designate a voting member;

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the unit's vote.

Developer, for so long as it shall own unsold units in the Condominium, shall be entitled to one (1) vote for each such unit. Notwithstanding the foregoing provisions of this paragraph 2.5, Developer shall have no obligation to file with the Secretary of the Corporation a certificate designating the party entitled to cast Developer's votes (where Developer is other than an individual, natural person). Developer shall be entitled to vote, in person or by proxy by voting, or designating in such proxy form, as the case may be, its intentions in accordance with the foregoing provided, however, that such voting ballot or proxy, as the case may be, shall be executed only by a partner, officer, director or written designee of the Developer, which designation need not be filed with the Secretary of the Corporation as a condition to the effectiveness of the casting of the vote.

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ARTICLE III.  
MEMBERSHIP AND MEETINGS

3.1 PLACE. All meetings of the membership shall be held at the principal office of the Corporation or at such other place and at such time as shall be designated by the Board and stated in the notice of meeting.

3.2 NOTICES. It shall be the duty of the secretary to send by regular mail or deliver a notice of each annual or special meeting to each owner and to post a copy of said notice in a conspicuous place on the property at least fourteen (14) days but not more than sixty (60) days prior to such meeting. Notice of any meeting shall list the time, place and purpose thereof. All notices shall be mailed to or served at the address of the owner as it appears on the books of the Corporation, unless the owner waives in writing the right to receive such notice by mail. The secretary of any other officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of meetings of the membership were mailed or hand-delivered in accordance with the requirements of this section to each unit owner at the address last furnished to the Association. Notice of specific meetings may be waived before or after the meeting.

3.3 ANNUAL MEETING. The annual meeting for the purpose of electing directors and transacting any other authorized business shall be held at 7:30 p.m., on the first Wednesday in January of each year, or at such other time as shall be selected by the Board of Directors. At the annual meeting, the members shall elect a Board by plurality vote (cumulative voting prohibited), and shall transact such other business as may be properly brought before the meeting.

3.4 SPECIAL MEETING. Special meetings of the members for any purpose, unless otherwise prescribed by statute, may be called by the president, or shall be called by the president or secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of voting members representing forty (40%) percent of the total number of units. Such requests shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting.

3.5 ACTION BY MEMBERS WITHOUT A MEETING. Any approval by unit owners required by Chapter 718, Florida Statutes (the Condominium Act), or by the Declaration of Condominium or these By-Laws, including, but not limited to, approval requirements in Section 718.111(12), Florida Statutes, relating to purchase of land by the Association, shall be made at a duly noticed meeting of the members and shall be subject to all

requirements of the Condominium Act or appropriate condominium documentation relating to member decision making except that members may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed by these By-Laws or the Declaration or any Florida Statute which provides for member action.

3.6 ADJOURNED MEETING. If any meeting of members cannot be organized because a quorum is not present, either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present.

3.7 ORDER OF BUSINESS. The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

- (a) Call to order by president or chairman;
- (b) Appointment of chairman of the meeting by the president, or in his absence, by a majority of the Board of Directors. The chairman may be the attorney for the Association who will conduct the meeting without vote;
- (c) Calling of the roll and certifying of proxies;
- (d) Proof of notice of the meeting or waiver of notice;
- (e) Reading and disposal of any unapproved minutes;
- (f) Reports of offices;
- (g) Reports of committees;
- (h) Appointment of inspectors of election;
- (i) Determination of number of directors;
- (j) Election of directors;
- (k) Unfinished business;
- (l) New business;
- (m) Adjournment.

3.8 MINUTES OF MEETING. The minutes of all meetings of unit owners shall be kept in a book available for inspection by unit owners or their authorized representative and board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

#### ARTICLE IV.

##### DIRECTORS

4.1 MEMBERSHIP. The affairs of the Association shall be managed by a Board of not less than three (3) nor more than five (5) directors, the exact number to be determined from time to time upon majority vote of the membership. All directors shall be unit owners or spouses of unit owners, or mortgagees of units, or a spouse of an individual mortgagee; or, in the case of partnership unit owners or partnership mortgagees,

shall be members or employees (or their spouses) of such partnerships; or, in the case of corporate unit owners or corporate mortgagees, shall be directors, officers, stockholders or employees (or their spouses) of such corporation; or, in the case of fiduciary unit owners or fiduciary mortgagees, shall be the fiduciaries or their beneficiaries (or their spouses), or directors, officers, stockholders or employees (or their spouses) of a corporate fiduciary, or their corporate beneficiary, or partners or employees (or their spouses) of a partnership fiduciary. No director shall continue to serve on the Board after he ceases to be a unit owner or an interested party in a unit owner as specified in the preceding sentence. The above provisions of this subsection 4.1 shall not apply to directors elected by the Developer in accordance with subsection 4.15 thereof.

4.2 ELECTION OF DIRECTORS. Election of directors shall be conducted in the following manner:

(a) Election of directors shall be held at the annual members' meeting.

(b) A nominating committee of three (3) members may be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

(c) The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(d) At any time after a majority of the Board is elected by members other than the Developer of the Condominium, at any duly convened regular or special meeting of members at which a quorum is present, any one or more of the directors may be removed, with or without cause, by the affirmative vote of voting members casting not less than a majority of the total votes present at said meeting. A successor may then and there be elected to fill any vacancy created. Should the membership fail to elect a successor, the Board may fill the vacancy in the manner provided below.

(e) 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, shall choose a successor who shall hold office for the balance of

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the unexpired term of office. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board.

(f) Disqualification and Resignation of Directors: Any director may resign at any time by sending a written notice of such resignation to the office of the Corporation, addressed to the president or secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. Commencing with the organizational meeting of any newly elected board, more than three (3) consecutive absences unless excused by resolution of the Board shall automatically constitute a resignation from the Board. The transfer by a director (other than a director designated by the Developer) of title to his parcels shall, effective as of the date of title transfer, automatically constitute a resignation from the Board. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of any assessment. Such delinquency shall automatically constitute a resignation from the Board. All of these regulations are self-operating and shall become effective immediately upon the happening of the event of the passage of the time provided for herein.

(g) Until a majority of the directors are elected by the members other than the Developer of the Condominium, however, neither the first directors of the Association nor any directors replacing them nor any directors named by the Developer shall be subject to removal by members other than the Developer. The first directors and directors replacing them may be removed by the Developer.

4.3 TERM. Subject to the provisions of subsection 4.15 below, vacancies on the Board of Directors caused by the expiration of a director's term shall be filled by electing new Board members. The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided, and provided that the first Board shall serve in accordance with subsection 4.15 below.

4.4 ORGANIZATIONAL MEETING. The organizational meeting of a newly elected Board of Directors shall be held immediately after their selection within ten (10) days of their election, at such place and time as shall be fixed by the directors at the meeting at which they were elected. Notice of the organizational meeting shall be in accordance with the requirements for regular meetings, if formal business is to be undertaken in such meeting.

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4.5 REGULAR MEETINGS. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all unit owners, and notice of such meetings shall be posted conspicuously at the Condominium property at least forty-eight (48) hours in advance for the attention of the members of the Association except in the event of an emergency. Meeting by telephonic conference is authorized and, where such conference is used, a telephone speaker shall be attached so that the discussion may be heard by the members of the board and by any unit owners present in an open meeting. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and describe the nature of any such assessments.

4.6 SPECIAL MEETINGS. Special meetings of the directors may be called by the president, or, in his absence, by the vice president, and must be called by the president or secretary at the written request of one-third (1/3) of the directors. Notice of meetings shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all unit owners, and notice of a special meeting shall be posted conspicuously at the Condominium property at least forty-eight (48) hours in advance for the attention of the members of the Association except in the event of an emergency. Meeting by telephonic conference is authorized and, where such conference is used, a telephone speaker shall be attached so that the discussion may be heard by the members of the board and by any unit owners present in an open meeting. Notice of any meeting where assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and describe the nature of any such assessments.

4.7 WAIVER OF NOTICE; JOINDER BY ABSENT DIRECTOR. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called. Any director may join in by written concurrence in any action taken at a meeting of the board but such concurrence may not be used for the purpose of creating a quorum.

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4.8 QUORUM. A quorum at a directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration, the articles or these By-laws. Directors utilizing telephone conference calls for the purpose of regular or special directors' meetings may be counted towards the obtaining of a quorum and may vote via the telephone. A director who is present at a meeting of the Board of Directors at which action on which any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

4.9 ADJOURNED MEETINGS. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted at a subsequent meeting provided that notice thereof is posted conspicuously at the Condominium property at least forty-eight (48) hours in advance, except in the event of an emergency.

4.10 PRESIDING OFFICER. The presiding officer of the directors' meetings shall be the chairman of the Board if such an officer has been elected; and if none, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their members to preside. The president, or, in his absence, a majority of the Board of Directors, may appoint without vote, the attorney of the Association to act as chairman to conduct the meeting.

4.11 ORDER OF BUSINESS. The order of business at directors' meetings shall be:

- (a) Calling of roll;
- (b) Proof of due notice of meeting;
- (c) Reading and disposal of any unapproved minutes;
- (d) Reports of officers and committees;
- (e) Election of officers;
- (f) Unfinished business;
- (g) New business;
- (h) Adjournment.

4.12 MINUTES OF MEETINGS. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by unit owners, or their authorized representative, and board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.13 EXECUTIVE COMMITTEE. The Board of Directors may, by resolution duly adopted, appoint an executive committee to consist of three (3) or more members of the Board of Directors. Such executive committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the intervals between the meetings of the Board of Directors insofar as may be permitted by law, except that the executive committee shall not have power (a) to determine the common expenses required for the affairs of the Condominium; (b) to determine the assessments payable by the unit owners to meet the common expenses of the condominium; (c) to adopt or amend the rules and regulations covering the details of the operation and use of the Condominium property; or (d) to exercise any of the powers set forth in subdivision (b), (e), (g), (h), (n), (o) and (t) of Article V below.

4.14 COMPENSATION. Directors shall not be entitled to any compensation for their services unless compensation is granted by a majority of the voting members at a membership meeting.

4.15 PROVISO. Notwithstanding anything to the contrary contained in this Section 4, the Board shall consist of three (3) directors during the period that the Developer is entitled to appoint a majority of the directors, as hereinafter provided. The first Board as appointed by the Developer shall hold office and serve until their successors have been elected and qualified as hereinafter provided, and the first Board shall consist of: CHARLES TYLER, FE FRADILLADA and ABE DICK. The Developer shall have the right to appoint all the members of the Board of Directors until unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association. When unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by the Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one (1) member

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of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the units operated by the Association.

At any meeting at which unit owners other than the Developer are entitled to elect members to the Board of Directors of the Association, pursuant to Section 718.301, Florida Statutes, a quorum of unit owners other than the Developer shall be based upon the number of unit owners other than the Developer at the time the notice for the election meeting was sent. Such quorum shall be the same quorum as provided for under Section 718.112(2)(b), Florida Statutes. All non-Developer unit owners may vote at such meeting.

The Developer may, in its sole discretion, turn over control of the Association to unit owners other than the Developer prior to such dates by causing all of its appointed directors to resign, whereupon it shall be the affirmative obligation of unit owners other than the Developer to elect directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to unit owners, neither the Developer nor such appointees shall be liable in any manner in connection with such resignations even if the unit owners other than the Developer refuse or fail to assume control. Within sixty (60) days after the unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of a meeting of the unit owners to elect the members of the Board of Directors. The meeting may be called and the notice given by any unit owner if the Association fails to do so. Directors appointed by the Developer need not be unit owners.

For purposes of this Section 4.15, one hundred twelve (112) residential units (excluding units created by the lawful subdivision of units) shall be considered the number of units which will be operated ultimately by the Association, unless the Developer gives the Association written notice of a lesser number of units. Under no circumstances shall the number of units which will be operated ultimately by the Association exceed one hundred twelve (112) units (excluding any additional units that may be created by subdivision of units in accordance with the terms of the Declaration of Condominium).

**4.16 RECALL.** Subject to the provisions of Section 718.301, Florida Statutes, and subject to the provisions of Article IV of these By-laws (including, but not limited to, Developer's right to designate Directors), members of the Board of 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 interests.

A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. If a special meeting is called as a result of a petition by ten percent (10%) of the voting interests for the purpose of requesting a special meeting for a recall vote, the notice of the meeting must be accompanied by a dated copy of a signature list of at least ten percent (10%) of the voting interests. The list must state that the purpose of the signatures is for recall. The unit owner meeting for recall must be called not less than ten (10) days nor more than sixty (60) days from the date that notice of the meeting is given.

During a meeting of unit owners to recall one or more members of the Board, the owners shall select and announce the name and address of a representative to receive pleadings, notices, or other papers on behalf of the petitioning unit owners in the event that the vote at the meeting is disputed and a petition for arbitration is filed.

If the recall is directed to more than one member of the Board, there shall be a separate vote for each member of the Board sought to be recalled. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective immediately and the recalled member or members of the Board of Directors shall turn over to the Board any and all records of the Association in their possession, within seventy-two (72) hours after the meeting.

If the proposed recall is by an agreement in writing by a majority of all voting interests, a separate agreement for each member of the Board being recalled shall be prepared and such agreement(s) in writing shall be served on the Association by certified mail. Such agreement shall designate a representative to receive pleadings, notices, or other papers on behalf of the unit owners executing the agreement in the event that the Board determines not to certify the written agreement to recall and files and petition for binding arbitration in the manner described hereafter. The Board of Directors shall call a meeting of the Board within seventy-two (72) hours after receipt of the agreement in writing and shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within seventy-two (72) hours, any and all records of the Association in their possession, or proceed as described below. If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within seventy-two hours, file with the Division of Florida Land Sales and Condominiums a petition for binding arbitration pursuant to the procedures described in Section 718.1255, Florida Statutes. For the

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purposes of this Section, unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall shall be effective upon service of the final order of arbitration upon the Association. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within seventy-two (72) hours of the effective date of the recall.

ARTICLE V.  
POWERS AND DUTIES

In the event that Developer, in accordance with the privileges reserved herein, selects any person to serve on the Board, Developer shall have the absolute right, at any time, in its sole discretion, to replace such person with another person to serve on the Board. Replacement of any director designated by Developer shall be made by written instrument delivered to any officer, which instrument shall specify the name of the person designated as successor director. The removal of any director and designation of his successor shall become effective immediately upon delivery of such written instrument by Developer to any officer.

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts except such acts which by law, the Declaration, or these By-laws, may not be delegated to the Board of Directors by the unit owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein and to the extent that same is in accordance with Chapter 718, Florida Statutes) the following:

(a) Operation, care, upkeep and maintenance of the common elements.

(b) Determination of the expenses and other obligations required for the operation of the condominium and the Association.

(c) Collection of the assessments of common expenses from unit owners required to pay same provided, however, that no fees shall be charged against a unit owner for the use of common elements or association property unless such use is the subject of a lease or similar agreement between the Association and such unit owner.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.

(e) Adoption and amendment of the rules and regulations covering the details of the operation and use of Condominium property.

(f) Maintaining of bank accounts on behalf of the Association and the designation of the signatories required therefor.

(g) Purchasing, leasing or other acquiring of units in the name of the Association, or its designee.

(h) Purchase of units at foreclosure or other judicial sales, in the name of the Association or its designee.

(i) Organization of corporations to act as designees of the Association in acquiring title to units or leasing units by the Association.

(j) Obtaining and reviewing insurance for the Condominium property.

(k) Making repairs, additions and improvements to, or alterations of, the Condominium property, and repairs to and restoration of the Condominium property, in accordance with the provisions of the Declaration, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(l) Enforcement of the obligations of the unit owners, the allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of the Condominium.

(m) Levying fines against the unit owners for violations of the rules and regulations established by it to govern the conduct of the unit owners.

(n) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep, and maintenance of the common elements; provided, however, that (i) the consent of the unit owners of at least two-thirds (2/3) of the units, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these by-laws, shall be required for the borrowing of any sum in excess of \$35,000.00; and (ii) no lien to secure repayment of any sum borrowed may be created on any unit without consent of the owner of such unit. If any sum borrowed by the Board of Directors on behalf of the Association pursuant to authority contained in this subparagraph (n) is not repaid by the Association, a unit owner who pays to the creditor such portion thereof as his interest in the common elements bears to the interest of all the unit owners in the common elements shall be entitled

to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the unit owner's unit.

(o) Contracting for the management of the Condominium and the delegation to such manager such powers and duties of the Board of Directors as the Board may deem appropriate in the circumstances, except those which may be required by the Declaration and these By-laws to have approval of the Board of Directors or other unit owners and contracting for the management or operation of portions of Condominium property susceptible to separate management or operation thereof; and the granting of concessions for the purpose of providing services to the unit owners. As an exception to the foregoing, there shall be no delegation of powers and duties wherein (i) same are contrary to the Statutes of the State of Florida and are accordingly not susceptible of being delegated; (ii) those delegations and duties which may be required by the Declaration and these By-laws to have approval of the Board of Directors or of the unit owners; (iii) the delegation is a power and duty which by its very nature is a decision or fiduciary responsibility to be made by the Board of Directors and is therefore not susceptible of delegation; and (iv) the same may be contrary to the Declaration of Condominium or the By-laws.

(p) Exercise of all powers specifically set forth in the Declaration, the articles of the Association, these By-laws, and in the Florida Condominium Act (and Chapters 607 and 617, Florida Statutes, as applicable), and all powers incidental thereto.

(q) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of units. However, no fee shall be charged in connection with the transfer, sale or approval in excess of the expenditures reasonably required for the transfer or sale, and this expense shall not exceed \$50.00. No charge shall be made in connection with an extension or renewal of a lease.

(r) Entering into and upon the units when necessary and with as little inconvenience to the owner as possible in connection with the discharge of the maintenance, care and preservation obligations of the Association.

(s) Collecting delinquent assessments by suit or otherwise, abating nuisances, and enjoining or seeking damages from the unit owners for violations of these By-laws and the terms and conditions of the Declaration.

(t) Acquiring and entering into agreements whereby it acquires leaseholds, memberships, and other possessory or use interest in lands or facilities, whether or not contiguous to the lands of the Condominium



intended to provide for the enjoyment, recreation, or other use and benefit of the unit owners, and declaring expenses in connection therewith to be common expenses; all in such form and in such manner as may be deemed by the Board of Directors to be in the best interest of the Corporation; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning, without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

(u) Collecting from Developer (and enforcing the collection thereof, if necessary) sums due the Association for maintenance which Developer may receive from unit owners in its fiduciary capacity as collection agent therefor.

## ARTICLE VI.

### OFFICERS

6.1 EXECUTIVE OFFICERS. The executive officers of the Corporation shall be a president, one or more vice presidents, secretary, assistant secretary, and treasurer; all of whom shall be elected annually by said Board. 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 for the Corporation.

6.2 APPOINTIVE OFFICERS. The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

6.3 ELECTION. The Board of Directors, at its first meeting after each annual meeting of general members, shall elect all officers, none of whom, except the president, need be a member of the Board.

6.4 TERM. The officers of the Corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed, for cause, at any time by the affirmative vote of a majority of the whole Board of Directors.

6.5 THE PRESIDENT. The president shall be the chief executive officer of the Corporation. Subject to the provisions of 4.10 hereinabove, the president shall preside at all meetings of owners and of the Board. He shall exercise the executive powers of the Corporation and have general supervision over its affairs and other officers. He shall sign all written contracts and perform all of the duties incident to his office and such other duties as may be delegated to him from time to time by the Board.

6.6 THE VICE PRESIDENT. The vice president shall perform all of the duties of the president in the absence of the president, and such other duties as may be required of him by the Board.

6.7 THE SECRETARY. The secretary or assistant secretary shall issue notices of all Board meetings and all meetings of owners; he shall attend and keep the minutes of same; he shall have charge of all of the books of the Corporation as well as its records and papers, except those kept by the treasurer. All minutes shall be kept in a businesslike manner and shall be available for inspections by owners and Board members at all reasonable times.

6.8 THE TREASURER.

(a) The Treasurer shall have custody of the Corporation's funds and securities. He shall keep full and accurate accounts of the Corporation's receipts and disbursements. He shall deposit all monies and other valuable effects in the name of, and to the credit of, the Corporation in such depositories as may be designated by the Board. The books shall reflect an account for each unit in the manner required by the Act.

(b) He shall disburse the funds of the Corporation as may be ordered by the Board, making proper vouchers for such disbursements. He shall render an account of all his transactions as the treasurer, and of the financial condition of the Corporation to the Board whenever it may require it.

(c) He shall collect all assessments and shall report promptly to the Board the status of collections.

(d) He shall maintain accounting records according to good accounting practices, which records shall be open to inspection by owners or their authorized representatives at reasonable times. He shall render to owners or their authorized representatives, at least annually, a written summary of the Corporation's fiscal activities.

(e) He shall prepare the Corporation's budget.

6.9 INITIAL OFFICERS. The officers of the Association who shall hold office and serve until the first election of officers by the Board of Directors of the Association following the first meeting of members, wherein a majority of directors are elected by unit owners other than the Developer, pursuant to the terms of these By-laws, are as follows:

Charles Tyler	President
Fe Fradillada	Vice President/Secretary
Abe Dick	Treasurer/Assistant Secretary

6.10 COMPENSATION. Officers shall not receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a director or officer as an employee of the Association, nor preclude the contracting with a director or officer for the management of the Condominium or for any other service to be supplied by such director or officer.

6.11 RESIGNATIONS. Any director or officer may resign his post at any time by written resignation, delivered to the president or secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date. The acceptance of a resignation shall not be required to make it effective.

#### ARTICLE VII.

##### FINANCES AND ASSESSMENTS

7.1 DEPOSITORIES. The funds of the Corporation shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the Board. Funds shall be withdrawn only upon checks and demands for money signed by such officer or officers as may be designated by the Board.

7.2 FISCAL YEAR. The fiscal year of the corporation shall begin on the first day of January of each year; provided, however, that the Board, whenever it deems it advisable, is expressly authorized to change to a different fiscal year in accordance with the applicable provisions of the Internal Revenue Code.

##### 7.3 DETERMINATION OF ASSESSMENTS.

(a) The Board of Directors shall fix and determine the sum or sums necessary and adequate to assess owners for their share of the common expenses set forth in the budget. The budget shall set forth all accounts and expense items and describe the applicability of all items set forth in Section 718.503(20), Florida Statutes, on an annual and average monthly basis. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and limited common elements; costs of carrying out the powers and duties of the Corporation; all insurance premiums and expenses, including fire insurance and extended coverage; and any other expenses designated as common expenses by the Board or the Declaration. The budget shall also set forth estimated amounts for reserves for capital expenditures and deferred maintenance, regardless of whether or not reserves requirements have been waived and a statement of any guarantee of assessments or other election and obligation of the Developer pursuant to Section 718.116(8), Florida Statutes, and a reference to the document containing such

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guarantee. Funds for the payment of common expenses shall be assessed against units as provided in the Declaration. Assessments shall be payable monthly in advance and shall be due on the first day of each month unless otherwise ordered by the Board. Assessments shall not, however, be levied less frequently than on a quarterly basis. Assessments shall be made against unit owners on a monthly basis, as aforesaid, in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. Special assessments, if necessary, shall be levied in the same manner as regular assessment and shall be payable in the manner determined by the Board. All funds due under these By-laws and the Declaration are common expenses.

(b) A copy of the proposed budget shall be mailed to owners not less than fourteen (14) days prior to the Board meeting at which the budget will be considered, together with a notice of that meeting. The directors' meeting at which the budget shall be considered shall be open to all of the unit owners. The minutes of such directors' meeting shall reflect the adoption of the budget, if the same is adopted, and a copy of the adopted budget shall be attached to the minutes and maintained as a part of the financial records of the Association.

(c) If an adopted budget requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the assessment for the preceding year, the Board, upon written application of ten percent (10%) of the voting interests to the Board, shall call a special meeting of the unit owners within thirty (30) days, upon not less than ten (10) days' written notice to each unit owner. At the special meeting, unit owners shall consider and enact a budget. The adoption of the budget shall require a vote of not less than sixty-six and two thirds percent (66-2/3%) vote of the voting interests. The Board of Directors may propose a budget to the unit owners at a meeting of members or in writing, and if the budget or proposed budget is approved by the unit owners at the meeting or by sixty-six and two-thirds percent (66-2/3%) of the voting interests in writing, the budget shall be adopted. If the meeting of unit owners has been called and a quorum is not attained or a substitute budget is not adopted by the unit owners, the budget adopted by the Board of Directors shall go into effect as scheduled. The minutes of such meeting shall be attached to the minutes and reflect the adoption of the budget and a copy of the adopted budget shall be maintained as a part of the financial records of the Association. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium property

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shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of all voting interests.

(d) The proposed annual budget of common expenses shall be detailed and shall show the amounts budget by accounts and expense classifications, including, but not limited to those expense items listed in Section 718.504(20), Florida Statutes. If the expense item for any category set forth in the foregoing statute is not applicable, the category shall nevertheless be listed, but followed by an indication that the expense is not applicable. In addition to annual operating expenses, the proposed budget shall in all events include as separate items reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. In determining such accounts, a capital expenditure shall constitute an expense that results from the purchase of an asset whose life is greater than one year in length or the replacement of an asset whose life is greater than one year in length or the addition of an asset which extends the life of the previously existing asset for a period greater than one year; similarly, deferred maintenance is an expenditure for maintenance or repair that will result in extending the life of an asset for a period greater than one year. For each item for which reserves are maintained, the budget shall show the estimated life, estimated replacement cost and estimated remaining useful life. Additionally, each budget shall state separately the current balance in each reserve account as of the date the proposed budget is prepared.

(e) Proposed reserve accounts may be deleted from or reduced in effective budgets in the event that the members of the Association have by a majority vote of a duly called meeting of the Association determined for a fiscal year to provide no reserves or reserves which are less adequate than as required by the foregoing. If a meeting of the unit owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserves for capital expenditures and deferred maintenance required by Section 718.112(2)(k), Florida Statutes, are common expenses and must be fully funded unless properly waived or reduced. Funds reserved pursuant to Section 718.112(2)(k), Florida Statutes, shall be used for the purposes for which they are reserved unless their use for other purposes is approved by a vote of the majority of the members of the Association at a duly called meeting thereof.

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(f) When the Board determines the amount of any assessment, the treasurer shall mail or present to each owner a statement of assessment. All assessments shall be paid to the treasurer and, upon request, the treasurer shall give a receipt for each payment received.

7.4 APPLICATION OF PAYMENT AND COMMINGLING OF FUNDS. All sums collected by the Corporation from assessments may be commingled in a single fund or divided into more than one fund, as determined by the Board. However, portions of such sums as represent funds for reserves as set forth in the then applicable budget shall be separately accounted for and shall only be used for the purposes as intended, unless waived by due vote of the membership as provided in subsection (e) of Section 7.3 above. Any delinquent payment by an owner shall be applied to interest, costs, attorney's fees, other charges, expenses, advances and general or special assessments in such manner and amounts as the Board determines.

7.5 ACCELERATION OF ASSESSMENT INSTALLMENTS UPON DEFAULT. If a unit owner shall be in default in the payment of an installment upon a special assessment, the Board of Directors may accelerate the remaining installments of the special assessment upon notice to the unit owner, and the then unpaid balance of the special assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the unit owner, or not less than ten (10) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

7.6 FIDELITY BONDS. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amounts as shall be determined by a majority of the Board, but in no event in a principal sum of less than \$10,000.00 for each such officer or director. The premiums on such bonds shall be paid by the Association.

7.7 AUDIT. An audit of the accounts of the Association may be made from time to time as directed by the Board of Directors. A copy of any audit report received as a result of an audit shall be furnished each member of the Association not less than thirty (30) days after its receipt by the Board.

7.8 APPLICATION OF PAYMENT. All assessment payments by a unit owner shall be applied as provided herein and in the Declaration for the Condominium.

7.9 FINANCIAL REPORTS. Within sixty (60) days following the end of the fiscal year, 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 twelve (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: (i) costs for security; (ii) professional and management fees and expenses; (iii) taxes; (iv) costs for recreation facilities; (v) expenses for refuse collection and utility services; (vi) expenses for lawn care; (vii) costs for building maintenance and repair; (viii) insurance costs; (ix) administrative and salary expenses; and (x) general reserves, maintenance reserves and depreciation reserves. With respect to subparagraph (x), and regardless of whether reserves have been waived for the period covered by the statement, the report shall set forth the following information:

(a) Each reserve account shall be identified, and each such account shall appear as a separate line item;

(b) As to each reserve account, the beginning balance and the amount of assessments collected and placed in that account during the period covered by the statement shall be shown;

(c) As to each reserve account, the amount expended or removed from that account shall be shown, including but not limited to, transfers to other Association accounts; and

(d) As to each reserve account, the balance in that account at the end of the period covered by the financial report shall be shown.

The annual report of actual receipts and expenditures as required by Section 718.111(13), Florida Statutes, shall show separately assessments and all other income received by the Association from the Developer and from all other unit owners.

7.10 CERTIFICATIONS. Within fifteen (15) days after request by a unit owner or unit mortgagee, the Association shall provide a certificate stating all assessments and other monies owed to the Association by the unit owner with respect to the condominium parcel. Any person other than the owner who relied upon such certificate shall be protected thereby.

#### ARTICLE VIII.

##### ROSTER OF UNIT OWNER AND MORTGAGEES

Each unit shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information in a booklet entitled "Owners of Units". A unit owner who mortgages his unit shall notify the Association of the name and address of his mortgagee and shall file a copy of the note and mortgage with the Association. A unit owner who satisfies a mortgage covering a unit shall

also notify the Association thereof and shall file a copy of the satisfaction of mortgage with the Association. The Association shall maintain such information in a roster entitled "Mortgagees of Units".

ARTICLE IX.  
PRELIMINARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the articles or these By-laws.

ARTICLE X.  
AMENDMENTS

Except as otherwise provided elsewhere, these By-laws may be amended in the following manner:

10.1 NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

10.2 ADOPTION. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the voting interests of the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that approval is delivered to the secretary at or prior to the meeting. The approvals must be either:

(a) Not less than sixty-six and two-thirds percent (66-2/3%) of the entire voting interests of the membership of the Board of Directors and by not less than a majority of the votes of the entire membership of the Association; or

(b) By not less than seventy-five percent (75%) of the votes of the entire voting interests of the membership of the Association.

10.3 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. However, if the proposed change is so extensive that this 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, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-laws. See By-law

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... for present text". Non-material errors or omissions in the by-law amendment process shall not invalidate an otherwise properly promulgated amendment.

#### 10.4 PROVISO.

(a) No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of units without the consent of said Developer and mortgagees in each instance.

(b) Any amendment which would affect the surface water management system, including, but not limited to, drainage easements and the water management portions of the common elements, must have the prior approval of the governing water management district.

10.5 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-laws, which certificate shall be executed by the president or vice-president and attested by the secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Broward County, Florida, provided, however, that no amendment shall be valid unless recorded with identification on the first page thereof of the book and page of the public records where the Declaration of Condominium for the Condominium operated by the Association is recorded.

### ARTICLE XI.

#### COMPLIANCE AND DEFAULT

11.1 VIOLATIONS. In the event of a violation (other than the non-payment of an assessment) by an owner of any of the provisions of the Declaration, By-laws, or the Act, the Corporation, by direction of its Board, shall notify the owner of said breach by written notice, transmitted to the owner at his unit by certified mail. If such violation shall continue for a period of thirty (30) days from the date of mailing of the notice, the Corporation shall have the right to treat such violation as an intentional, material breach of the Declaration, By-laws, or the Act, and the Corporation shall then, at its option, have the following elections:

(a) To commence an action in equity to enforce performance on the part of the owner; or

(b) To commence an action at law to recover its damage; or

(c) To commence an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon finding by a Court that the owner was in violation of any of the provisions of the above mentioned documents, the owner shall reimburse the Corporation for its reasonable attorney's fees incurred in bringing such action. Failure on the part of the Corporation to commence an action at law or in equity within sixty (60) days from the date of receipt of a written request, signed by an owner, sent to the Board, shall authorize any owner to bring an action in equity or suit at law relating to an alleged violation, in the manner provided for by the Act. Any violations which are deemed by the Board to be a hazard to public health or safety may be corrected by the Corporation immediately as an emergency matter. The cost thereof shall be charged to the owner as a specific item, which shall, until paid in full, be a lien against his unit with the same force and effect as if the charge were a part of the common expenses.

Without limiting the generality of the foregoing, the Association may levy reasonable fines against a unit for the failure of the owner of unit or its occupant, licensee or invitee to comply with any provision of the Declaration, the By-Laws, or reasonable rules and regulations of the Association. No fines shall become a lien against the unit. No fine shall exceed Fifty Dollars (\$50.00) nor shall any fine be levied except after the giving of reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The requirement of the giving of reasonable notice and an opportunity for a hearing shall only be deemed satisfied provided that the party against whom the fine is sought to be levied shall receive notice of not less than fourteen (14) days and that such notice includes (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, by-laws, or rules which have allegedly been violated; and (iii) a short and plain statement of the matter asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. The foregoing provisions regarding fines shall not apply to unoccupied condominium units.

11.2 VIOLATIONS (MONETARY). In the event an owner of a Condominium parcel does not pay any sums, charges, or assessments (other than fines) required to be paid to the Corporation within thirty (30) days from the due date, the Corporation, acting on its own behalf or through its Board of Directors or manager acting on behalf of the Corporation, may foreclose the lien encumbering the Condominium parcel created by non-payment of the required monies in the same fashion as mortgage liens

are foreclosed. The Corporation shall be entitled to the appointment of a receiver if it so requests. The Corporation shall have the right to bid-in the Condominium parcel at a foreclosure sale and to acquire, hold, mortgage and convey the same. In lieu of foreclosing its lien, the Corporation may, through its Board of Directors or manager acting on behalf of the Corporation or on its own behalf, bring suit to recover a money judgment for any sums, charges or assessments required to be paid to the Corporation without waiving its lien securing same. In any action either to foreclose its lien or to recover a money judgment, brought by or on behalf of the Corporation against a Condominium parcel owner, the losing defendants shall pay the costs thereof, together with a reasonable attorney's fee.

If the Corporation becomes the owner of a Condominium parcel by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Condominium parcel, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Condominium parcel in question. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the Condominium parcel in question.

11.3 NEGLIGENCE OR CARELESSNESS OF AN OWNER. Each owner shall be liable for the expenses of any maintenance, repair or replacement necessary by his act, neglect or carelessness, or by the negligence of any member of his family, his or their guests, employees, agents, licensees, or lessees. Such liability shall be limited to the extent that such expense is not met by the proceeds of insurance carried by the Corporation. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by an insurance company as to its rights of subrogation. The cost of any maintenance, repair or replacement performed pursuant to this section shall be charged to said owner as a specific item, which shall, until paid in full, be a lien against his unit with the same force and effect as if the charges were a part of the common expenses.

11.4 COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default by an owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees, including appellate attorney's fees, as may be determined by the court.

11.5 NO WAIVER OF RIGHTS. The failure of the Corporation or an owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Corporation or owner to enforce such right, provision, covenant or condition in the future.

11.6 ELECTION OF REMEDIES. All rights, remedies, and privileges granted to the Corporation or an owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium documents.

11.7 GENERALLY. Each owner of a Condominium parcel, for himself, his heirs, successors and assigns, consents to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy utilized by the Corporation and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of a Condominium parcel to give to the Corporation a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of Condominium parcels, and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

ARTICLE XII.  
OFFICIAL RECORDS

From the inception of the Corporation, the Corporation shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Corporation:

- (a) The plans, permits, warranties and other items required to be provided by the Developer pursuant to Section 718.301(4), Florida Statutes;
- (b) A photocopy of the recorded Declaration of each condominium operated by the Association and all amendments thereto;
- (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
- (d) A certified copy of the Articles of Incorporation of the Association and all amendments thereto;
- (e) A copy of the current rules of the Association;

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(f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of all unit owners, which minutes shall be retained for a period of not less than seven (7) years;

(g) A current roster of all unit owners, their mailing addresses, unit identifications, voting certifications, and, if known, telephone numbers;

(h) All current insurance policies of the Association;

(i) A current copy of any management agreement, lease or other contract to which the Association is a party or under which the Association or unit owners have an obligation or responsibility;

(j) Bills of sale or transfer for all property owned by the Association;

(k) Accounting records for the Association and separate accounting records for each condominium that operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but are not limited to: (i) accurate, itemized and detailed records of all receipts and expenditures; (ii) a current account and a monthly, bi-monthly or quarterly statement of the account for each unit designating the name of the unit owner, the due date and the amount of each assessment, the amount paid upon the account, and the balance due; (iii) all audits, reviews, accounting statements and financial reports of the Association or Condominium; and (iv) all contracts for work to be performed (bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year);

(l) Voting proxies which shall be maintained for a period of one (1) year from the date of the meeting for which the proxy was given; and

(m) All rental records where the Association is acting as agent for the rental of condominium units.

The official records of the Association shall be maintained in the county in which the Condominium is located and shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. The right to inspect the records shall include the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

ARTICLE XIII.  
INDEMNIFICATION

Every director and officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding or settlement thereof in which he may become involved, by reason of his being or having been director or officer of the Corporation. This indemnification shall apply whether or not he is a director or officer at the time such liabilities or expenses are incurred, except in cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification established herein shall apply only when the Board approves such settlement and reimbursement. The foregoing right of indemnification shall be in addition to and not exclusive of any and all other rights of indemnification to which such director or officer may be entitled.

ARTICLE XIV.  
LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Corporation shall not relieve or release any former owner or member from any liability or obligation incurred under or in any way connected with the Condominium during the period of ownership and membership, or impair any rights or remedies which the Corporation may have against such former owner and member, arising out of, or which is in any way connected with such ownership and membership.

ARTICLE XV.  
LIMITATION OF LIABILITY

Notwithstanding the duty of the Corporation to maintain and repair parts of the property, the Corporation shall not be liable for injury or damage caused by latent condition in the property, nor for injury or damage caused by the elements, or other owners or persons.

ARTICLE XVI.  
LIENS

16.1 PROTECTION OF PROPERTY. All liens against a unit, other than liens created by permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments shall be paid before becoming delinquent as provided in the Condominium documents or by law, whichever is sooner.

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16.2 NOTICE OF LIEN. An owner shall give notice to the Corporation of every lien upon his unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

16.3 NOTICE OF SUIT. An owner shall give notice to the Corporation of every suit or other proceeding which will or may affect title to his unit or any part of the property, such notice to be given within five (5) days after the owner receives the notice thereof.

16.4 Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

16.5 PERMITTED MORTGAGE REGISTER. The Corporation shall maintain a register of all permitted mortgages, and at the request of a mortgagee, the Corporation shall forward copies of all notices for unpaid assessments or violations served upon an owner to said mortgagee. If a register is maintained, the Corporation may make such charge as it deems appropriate against the applicable unit for supplying the information provided herein.

#### ARTICLE XVII.

##### SEAL

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

#### ARTICLE XVIII.

##### ARBITRATION

In the event of internal disputes between Unit Owners, the Association, the Board of Directors, or their respective agents and assigns, arising from the operation of the Condominium, the parties of such disputes may elect to resolve such disputes by voluntarily entering into binding arbitration proceedings. In the event that all parties to the internal dispute voluntarily agree to resolve the same in such fashion, such proceedings shall be in accordance with the provisions of the Florida Arbitration Code. Nothing contained in this Article is intended to create a defense to any claim regarding such internal dispute and in a proceeding in a court of competent jurisdiction to which any person, Board, class or entity is a party.

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ARTICLE XIX.  
CONSTRUCTION

Whenever 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 content so requires.

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

ARTICLE XX.  
CONFLICT

If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these By-laws and the Declaration of Condominium, the provisions of the Declaration shall prevail.

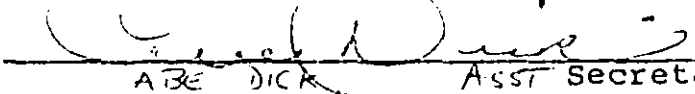
ARTICLE XXI.  
CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-laws or the intent of any provisions hereof.

APPROVED AND DECLARED AS THE BY-LAWS OF MIDDLE RIVER HOMES CONDOMINIUM ASSOCIATION, INC. THIS 4th DAY OF April, 1986.

By: 

CHARLES E. TYLER President

Attest: 

ABE DICK Asst Secretary

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122885

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EXHIBIT "E" TO  
DECLARATION OF CONDOMINIUM  
FOR  
MIDDLE RIVER HOMES, A CONDOMINIUM

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ARTICLES OF INCORPORATION OF  
MIDDLE RIVER HOMES CONDOMINIUM ASSOCIATION, INC.

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ARTICLES OF INCORPORATION

OF

MIDDLE RIVER HOMES CONDOMINIUM ASSOCIATION, INC.  
(A CORPORATION NOT-FOR-PROFIT)

THE UNDERSIGNED, hereby associate themselves for the purpose of forming a corporation not-for-profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I.

N A M E

The name of this corporation is MIDDLE RIVER HOMES CONDOMINIUM ASSOCIATION, INC. (the "Association").

ARTICLE II.

P U R P O S E

The purpose for which this Association is organized is the operation and management of the Condominium which is to be or may be created upon lands located in Broward County, Florida, described in Exhibit "A" attached hereto (and any additional improvements upon lands which may be lawfully phased into the lands of such Condominium), and known as MIDDLE RIVER HOMES, A CONDOMINIUM (the "Condominium").

The Association is to undertake the performance of and to carry out the acts and duties incident to the administration of the operation and management of the Condominium in accordance with the terms, provisions, conditions and authorizations, contained in these Articles of Incorporation, and which may be contained in the Declaration of Condominium (the "Declaration"), both of which will be recorded among the Public Records of Broward County, Florida, encompassing the real property described above and the improvements thereon that are submitted to condominium ownership; and to own, maintain, manage, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary and convenient in the administration of the Condominium. All terms set forth in these Articles and defined in the Declaration for the Condominium shall have such meanings as are therein set forth.

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ARTICLE III.

P O W E R S

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

1. The Association shall have all the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles, the Declaration of Condominium, the By-Laws of the Association or Chapter 718, Florida Statutes ("the Act").

2. The Association shall have all the powers and duties granted to the Association by the Act. The Association shall have all the powers reasonably necessary to implement the purposes of the Association, and all of the powers granted to it in the Declaration after the Declaration is recorded among the Public Records of Broward County, Florida. Without limiting the generality of the foregoing, the Association shall have power:

(a) To make and collect assessments, fees and other charges against members, as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

(b) To buy, own, operate, lease, sell, rent, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium.

(c) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the condominium property, and for the health, comfort, safety and welfare of the Unit Owners.

(d) To approve or disapprove the transfer, mortgaging, ownership and possession of the Units as may be provided by the Declaration.

(e) To contract for the management of the Condominium Property and to delegate to such contractors all powers and duties of the Association, except those which may be required by the Declaration to have approval of the Board of Directors or the Unit Owners as members of the Association.

(f) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association for use by the Unit Owners.

(g) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors, and members as Unit Owners.

(h) To employ personnel to perform the service required for the proper operation of the Condominium.

3. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-laws.

4. The Association shall make no distribution of income to its members, directors or officers, except that it may pay reasonable salaries or compensation to such of its officers as it deems proper from time to time.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act.

ARTICLE IV.  
M E M B E R S

The qualification of members, the manner of their admission to membership and termination of such membership and voting by such members shall be as follows:

1. All Unit Owners shall be members of the Association.

2. Membership in the Association shall be established by recording in the Public Records of Broward County, Florida, an instrument or deed establishing a fee simple interest in a Condominium Parcel or evidencing a change of record title to a Condominium Parcel in the Condominium and the notification in writing to the Association of the recording information. The new record owner designated by such instrument thereby becomes a member of the Association if his purchase was in compliance with the Declaration of Condominium. The membership of the prior owner shall thereby terminate. The Developer, to the extent of its ownership of Condominium Parcels comprising the Condominium, is a member of the Association, holding memberships equal to the number of unsold parcels it holds in the Condominium.

3. The share of a member in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the individual Unit.

4. Members of the Association shall be entitled to one (1) vote for each Condominium Unit owned by such member. If the Unit is jointly owned by two or more persons (or by a corporation), the joint owners or the corporation, as the case may be, shall designate one person who shall

exercise the right to vote permitted for each Unit so owned in the manner as provided in the By-Laws. Voting rights will be exercised in the manner provided by the By-Laws of the Association.

5. The By-Laws shall provide for an annual meeting of members, and may make provisions for regular and special meetings of members other than the annual meeting.

#### ARTICLE V.

#### DIRECTORS

1. The property, business and affairs of the Association shall be managed by a Board consisting of the number of directors determined by the By-Laws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association or owners of Units in the Condominium.

2. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners, Institutional Mortgagees or the Developer when such approval is specifically required.

3. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies in the Board of Directors shall be filled in the manner provided by the By-Laws.

4. The Developer of the Condominium shall appoint the members of the first Board of Directors who shall hold office for the period described in the By-Laws.

5. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Charles E. Tyler	1500 North Ocean Boulevard Pompano Beach, Florida 33062
Fe Fradillada	1500 North Ocean Boulevard Pompano Beach, Florida 33062
Abe Dick	1500 North Ocean Boulevard Pompano Beach, Florida 33062

#### ARTICLE VI.

#### OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be

elected by the Board of Directors of the Association at the first meeting following the annual meeting of the members of the association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>OFFICE</u>
Charles E. Tyler	1500 North Ocean Boulevard Pompano Beach, Florida 33062	President
Fe Fradillada	1500 North Ocean Boulevard Pompano Beach, Florida 33062	Secretary/ Vice President
Abe Dick	1500 North Ocean Boulevard Pompano Beach, Florida 33062	Treasurer/ Assistant Secretary/

#### ARTICLE VII.

#### I N D E M N I F I C A T I O N

1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgement, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

2. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 above or in

defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

3. Any indemnification under Section 1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1 above. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the members of the Association.

4. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VII.

5. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

6. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

#### ARTICLE VIII.

#### BY - LAWS

The first By-Laws of the Association shall be those By-Laws appended to the Declaration of Condominium and may be altered, amended or rescinded in the manner provided by said By-Laws.

ARTICLE IX.  
A M E N D M E N T S

1. Until such time as the Developer has completed and closed the sales of all of the condominium units in the Condominium for which this Association will operate, these Articles of Incorporation may be amended as to any of the particulars contained herein by the Developer, in its sole discretion, and in addition thereof, the proceedings of all meetings of the Association shall have no effect unless approved by the Developer as to the amendment of the condominium documents. This right is subject, however, to the provision that the Developer cannot make any substantial change in the purpose of the Association.

2. Subject to Section 1 of this Article, these Articles of Incorporation may also be amended in the following manner:

(a) Notice of the subject matter of the proposed amendment shall be included in a notice of any regular and special meeting at which such proposed amendment is considered.

(b) A resolution approving a proposed amendment may be proposed by either a majority of the Board of Directors or by one-third (1/3rd) of the Membership of the Association, and after being proposed and approved by one of said bodies, it must be submitted for approval and thereupon receive approval by the other body. Such approval must be by an affirmative vote of a majority of the votes of the members of the Association; and such approval must be by an affirmative vote of two-thirds (2/3rds) of the members of the Board of Directors.

(c) Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in Sections 3, 4, and 5 of Article III, entitled "Powers" without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment.

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ARTICLE X.

T E R M

The term of the Association shall be the life of the Condominium, unless the Association is terminated sooner by the unanimous action of its members. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration.

ARTICLE XI.

S U B S C R I B E R S

The names and residences of the subscribers to these Articles of Incorporation are:

<u>NAME</u>	<u>ADDRESS</u>
Charles E. Tyler	1500 North Ocean Boulevard Pompano Beach, Florida 33062
Fe Fradillada	1500 North Ocean Boulevard Pompano Beach, Florida 33062
Abe Dick	1500 North Ocean Boulevard Pompano Beach, Florida 33062

ARTICLE XII.

R E S I D E N T A G E N T

The Resident Agent of the Association for purposes of accepting service of process shall be Larry V. Bishins, Esquire having offices at Larry V. Bishins, P.A., 4548 North Federal Highway, Fort Lauderdale, Florida 33308.

IN WITNESS WHEREOF, these Articles of Incorporation have been executed this 2 day of January, 1976.

Charles E. Tyler  
CHARLES E. TYLER

Fe Fradillada  
FE FRADILLADA

Abe Dick  
ABE DICK

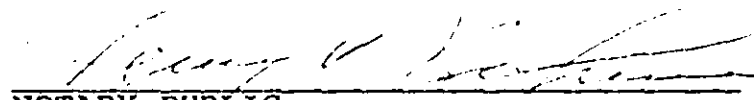
Having been named to accept service of process for the above-stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said act relative to keeping open said office.

Larry V. Bishins  
LARRY V. BISHINS, Resident Agent

STATE OF FLORIDA           )  
                                  )SS:  
COUNTY OF BROWARD        )

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared CHARLES E. TYLER, FE FRADILLADA and ABE DICK, to me known to be the subscribers to the Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal at said County and State this 3 day of April, 1986.

  
\_\_\_\_\_  
NOTARY PUBLIC  
State of Florida at Large

My commission expires:

Notary Public  
State of Florida at Large  
My Commission Expires  
October 17, 1986

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OFF 13327Pg 110

EXHIBIT "F" TO  
DECLARATION OF CONDOMINIUM  
FOR  
MIDDLE RIVER HOMES, A CONDOMINIUM

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RULES AND REGULATIONS OF  
MIDDLE RIVER HOMES CONDOMINIUM ASSOCIATION, INC.

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REC 13327 Pg 111

RULES AND REGULATIONS  
OF  
MIDDLE RIVER HOMES CONDOMINIUM ASSOCIATION, INC.

It is the purpose of the Association to maintain luxurious, but economically well-managed, condominium improvements and common elements and it is believed that these rules will aid in this purpose.

Your Board of Directors will welcome the assistance of all owners in the enforcement of these regulations. The below described rules and regulations are based upon the experiences gained from a number of condominium associations.

1. RULES AND REGULATIONS. These rules and regulations will be enforced as follows:

(a) Violations should be reported to the office of MIDDLE RIVER HOMES CONDOMINIUM ASSOCIATION, INC., in writing, and not to the Board of Directors or to officers of the Association.

(b) Violations will be called to the attention of the violating owner and the Board of Directors of the Association, or any committee created by the Association for receiving such complaints.

(c) Disagreements concerning violations will be presented to and judged by the Board of Directors which will thereafter take appropriate action.

(d) Owners are responsible for compliance by their guests and lessees with these rules and regulations.

2. FACILITIES. The facilities of the Condominium are for the exclusive use of Association members and their immediate families, tenants, resident house guests, and guests accompanied by a member.

3. USE.

(a) No immoral, improper, offensive or unlawful use shall be made of any Unit, the Condominium Property, or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.

(b) Each Unit Owner and Member shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, smells or otherwise; nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.

(c) No person shall use the Common Elements or any part thereof, or a Unit, or any part thereof, in any manner contrary to or not sanctioned by these Rules and Regulations, or amendments thereto as may be from time to time adopted by the Board of Directors of the Association.

(d) In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any Unit in the Condominium (other than Residential Units occupied or owned by the Developer) without the prior written consent of the Association, which approval may be arbitrarily withheld. The Association shall possess additional authority to promulgate Rules and Regulations governing the manner, method and to what degree additional uses other than noted in this document may be permitted, and further, shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violates the residential character of the Condominium.

(e) The use of the recreational and other commonly used facilities shall at all times be governed by the Rules and Regulations stated herein or as adopted or amended from time to time by the Association, or such Rules and Regulations as may be posted from time to time in and about such facilities by the Association.

(f) Common Elements and Limited Common Elements shall only be used for the purposes intended, and shall not be used for the hanging of garments or other objects or for the cleaning of rugs or other items.

4. PETS. There are no restrictions upon the keeping of pets as hereinafter defined within the condominium units, subject, however, to the following regulations. "Pets" as heretofore referred to means and refers to aquarium fish, dogs, cats or birds that weigh less than twenty (20) pounds. No other or larger pets are permitted except upon prior written approval of the Board of Directors and the Developer. No permitted pets shall be allowed to commit a nuisance upon the common elements. No pet shall be left unattended upon the areas adjacent to the unit. No animals of any kind are permitted at recreational areas, including the pool and pool deck areas. Pets shall only be walked upon or about the common elements while controlled by leash; otherwise, such pets shall be carried by the party supervising the same. Wastes deposited by such pets shall promptly be removed by the owner thereof.

5. APPARATUS AND ALTERATIONS.

(a) No clothesline or similar device shall be allowed on any portion of the Condominium Property.

(b) A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior of the Unit's boundary walls, on the doors, loggia, balconies, terraces, or windows of his Unit except with the prior written consent of the Board of Directors of the Association, and further, when approved, subject to the conditions

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designated and adopted by the Board of Directors. All screening, window and glass door coverings and drape linings shall be approved in writing by the Association and in the colors specified by it.

(c) No Unit Owner shall cause improvements or changes to the exterior of the Condominium, including, but not limited to, walls, floors, windows or doors; or otherwise paint or cause other decoration of any aesthetic nature whatsoever thereto. Unit Owners shall not install electrical wiring, television antennae or air conditioning units which may protrude through the walls or roof of the Condominium Property or in any manner change the appearances of any portion of the building from that as originally provided without the prior written consent of the Association.

(d) Television, radios, musical instruments and other instrumentalities of sound reproduction or amplification must be used at such times as will provide a minimum disturbance to other Unit Owners.

(e) No garbage cans, supplies, milk bottles or other articles shall be placed in the pathways, stairways, walkways, or parking areas and all garbage shall be properly bagged in plastic containers intended for such purposes and deposited in the facilities provided for the disposal of the same.

(f) No Unit Owner shall in any way affix any "for sale" or "for rent" signs or any other kind of notice to the exterior of his Unit nor in any way allow any signs to be visible to the general public from within his Unit.

#### 6. CHILDREN.

(a) Children shall not be permitted to play in the walks, parking areas, stairways, storage areas, pathways or corridors of the Condominium Property.

(b) No person under fifteen (15) years of age may enjoy the use of recreational or other commonly used facilities serving the Condominium unless accompanied by an adult.

#### 7. ASSOCIATION.

(a) No Unit Owner or occupant shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he attempt to send any of such employees on private business of such Unit Owner, or resident, such employees to be directed only by officers of the Association or the management personnel engaged by the Association.

(b) The use of all Common Elements shall be governed by these rules and regulations, as they may be amended from time to time by the Association, and shall be governed by such other Rules and Regulations as may be posted from time to time in or about such Common Elements by the Association.

(c) The Association, through its officers or designated Agent, may maintain a pass key to each Unit for utilization for pest extermination services and/or only in the event of emergency, such as fire, leakage, etc. No Unit Owner or occupant shall alter any lock or install a new lock in any door of his premises without the written consent of the Association. In the event such consent is given, the Unit Owner shall provide the Association's officer or agent with an additional key for the use of the Association pursuant to its right of access to each Unit.

8. PARKING.

(a) Guests should park their motor vehicles only in unassigned parking spaces or on the streets available for such usage. No recreational vehicles, motorcycles, motorbikes, boats or boat trailers, or trucks shall use any parking area except for purposes of making deliveries.

(b) No vehicles in an inoperable condition shall be parked or stored in any parking area. No repairs or cleaning of any vehicle shall be performed in any parking area except on occasion of emergency or unanticipated breakdown.

(c) No parking area or any other part of the Condominium Property shall be used as a storage area for any boat, recreational vehicle, camper, trailer, truck, motorcycle, bicycle or other item, except a motor vehicle as noted above in daily operation, without the express written consent of the Association.

9. PLUMBING. Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or other foreign substances shall be thrown in them.

10. RESPONSIBILITY FOR DELIVERIES. Unit owners shall be liable for damages to the condominium property caused by receiving deliveries, or moving or removing furniture or other articles to or from their respective condominium units.

11. SOLICITATION. There shall be no solicitation by any person anywhere upon the condominium property for any purpose whatsoever, unless specifically authorized by the Board of Directors.

12. OPEN DOORS. No occupant shall allow the front entrance door to his or her condominium unit to remain open for any purpose other than immediate ingress and egress.

13. FOOD, BEVERAGES AND COOKING. Food and beverages may only be consumed in common facilities improved for such purposes, unless specifically authorized in writing by at least one of the officers of the

Association. No cooking shall be permitted on the Condominium property, except in such area designated by the Association. Where such cooking is permitted, the Association shall have the right to promulgate Rules and Regulations as to the time and type of cooking that may be permitted.

14. HURRICANE PREPARATIONS. Each occupant who plans to be absent from his condominium unit during any portion of the hurricane season must prepare such condominium unit prior to departure by:

(a) Removing all furniture, plants and other personalty from his unit's courtyard, patio and balcony.

(b) Designating a responsible firm or individual to care for his unit during his absence in the event that the unit should suffer hurricane damage. Each occupant shall furnish to the secretary of the Association the name of such firm or individual.

15. ODORS. No noxious or unusual odors shall be generated in such quantities that they permeate to other units and become annoyances or become obnoxious to other owners. Normal cooking odors, normally and reasonably generated from kitchens shall not be deemed violations of this regulation.

16. STORM SHUTTERS. Any unit owner or occupant desirous of installing storm shutters must have the same approved by the Association, prior to installation thereof, with regard to type, style, size, material and color of said storm shutters.

17. HAZARDOUS SUBSTANCES. No owner shall use, or permit to be brought into the Units or the Condominium, any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine or other explosives or articles deemed extra hazardous to life, limb or property.

18. NAME PLATES. The owners shall not be allowed to put their names upon any entry to the Units or mail receptacles serving the same, thereto, except in such manner as may be prescribed the the Association for such purpose.


19. COMPLIANCE BY UNIT OWNERS. Unit owners and occupants shall comply with the foregoing rules and regulations, and any and all rules and regulations which may from time to time be adopted by the Board of Directors. Failure of a unit owner or occupant to comply with the foregoing shall subject same to legal remedies including, but not limited to, suits for money damages, injunctive relief, or any combination thereof.

20. COMPLIANCE BY DEVELOPER. Notwithstanding anything herein to the contrary, the foregoing rules and regulations shall not be applicable to the Developer, its agents, employees and contractors or to units owned by the Developer.



21. RELIEF. The Board of Directors shall have the power, but not the obligation, to grant relief to one or more unit owners under the particular circumstances involved from the provisions of specific restrictions contained in the rules and regulations upon written request therefor, and for good cause shown in the sole opinion of the Board.

MIDDLE RIVER HOMES CONDOMINIUM ASSOCIATION,  
INC.

By:  President

Attest:  Secretary

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EXHIBIT "G" TO  
DECLARATION OF CONDOMINIUM  
FOR  
MIDDLE RIVER HOMES, A CONDOMINIUM

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LEGAL DESCRIPTION OF MIDDLE RIVER HOMES COMPLEX

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## EXHIBIT " "

## LEGAL DESCRIPTION FOR MIDDLE RIVER HOMES COMPLEX TOTAL LAND AREA:

Commencing at the N.W. corner of Parcel "A", A.D.K. Plat, as recorded in Plat Book 77, Page 35, of the Public Records of Broward County, Florida; thence South along the West line of said Parcel "A", 490.17 feet to the Point of Beginning; thence East along a line parallel with the North line of said Parcel "A", 230.00 feet; thence along a circular curve to the right, having a radius of 40.00 feet, an arc distance of 7.23 feet; thence East 73.62 feet; thence South 221.74 feet; thence S 75°00'00" E, 91.40 feet; thence South along the East line of said Parcel "A", 265.00 feet, more or less; thence Westerly along the North Bank of the North Fork of Middle River, 484.00 feet, more or less; thence N 15°04'00" E, 223.00 feet, more or less, to the angle point on the West Boundary of said Parcel "A"; thence North along the West boundary of Parcel "A", 227.54 feet to the Point of Beginning. Said Lands situate, lying and being in Broward County, Florida.

**DAVIS ASSOCIATES, INC.**

Consulting Civil and Environmental Engineers · Land Surveyors · Land Development Consultants · Planners

1634 E. ATLANTIC BOULEVARD · POMPANO BEACH, FLA. 33060

phone: (305) 782-9447

JOB NO.

DATE:

DRAWN BY:

F.B./PG.

OFF 13327 Pg 119

EXHIBIT "H" TO  
DECLARATION OF CONDOMINIUM  
FOR  
MIDDLE RIVER HOMES, A CONDOMINIUM

\*\*\*\*\*

FORM OF MAINTENANCE GUARANTEE

\*\*\*\*\*

3571A-10

OFF 13327Pg 120

MIDDLE RIVER HOMES, A CONDOMINIUM

MAINTENANCE GUARANTEE

In accordance with Section 718.116(8)(b), Florida Statutes, TD ASSOCIATES, a Florida general partnership, acting as the Developer (hereinafter referred to as the "Developer"), of MIDDLE RIVER HOMES, A CONDOMINIUM (hereinafter referred to as the "Condominium") does hereby guarantee to each of the unit owners in the Condominium that the assessment for common expenses in respect to the units of the Condominium shall not, during the Initial Guarantee Period, be increased in excess of the following:

	Phase I 44 Units		Phases I and II 112 Units	
	<u>Monthly</u>	<u>Annual</u>	<u>Monthly</u>	<u>Annual</u>
All Model Types	\$ 42.04	\$504.48	\$ 42.04	\$504.48

This Guarantee shall be in full force and effect during the Initial Guarantee Period, the term of which shall commence on the date of recordation of the Declaration of Condominium for the Condominium and end on a date one (1) year thereafter (the "Initial Guarantee Period").

Pursuant to paragraph 14 of the Declaration, the Developer has reserved the right to extend the term of the guarantee for an additional term which would commence on the expiration of the Initial Guarantee Period and end on the earlier of (i) a date two (2) years thereafter; or (ii) the date of turnover of control of the Association (the "Second Guarantee Period"). To be effective, such extension must be made in strict compliance with the provisions of paragraph 14 of the Declaration. Guaranteed assessments during the Second Guarantee Period shall not exceed 115% of the amounts guaranteed during the Initial Guarantee Period and shall be set forth in Developer's notification to Unit Owners of its election to extend.

The Developer does hereby obligate itself to pay any amount of common expenses incurred during the Initial Guarantee Period and the Second Guarantee Period that are not produced by assessments at the applicable guaranteed level above receivable from all unit owners other than the Developer.

(Developer)

TD ASSOCIATES, a Florida general  
partnership

By: M R Homes, Inc., a Florida  
corporation, general partner

By: \_\_\_\_\_

BML/jww/3579Aa  
122885

EXHIBIT "I" TO  
DECLARATION OF CONDOMINIUM  
FOR  
MIDDLE RIVER HOMES, A CONDOMINIUM

\*\*\*\*\*

PLOT PLAN, SURVEY AND GRAPHIC DESCRIPTION - PHASE II

\*\*\*\*\*

3571A-24

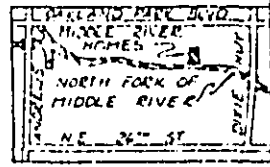
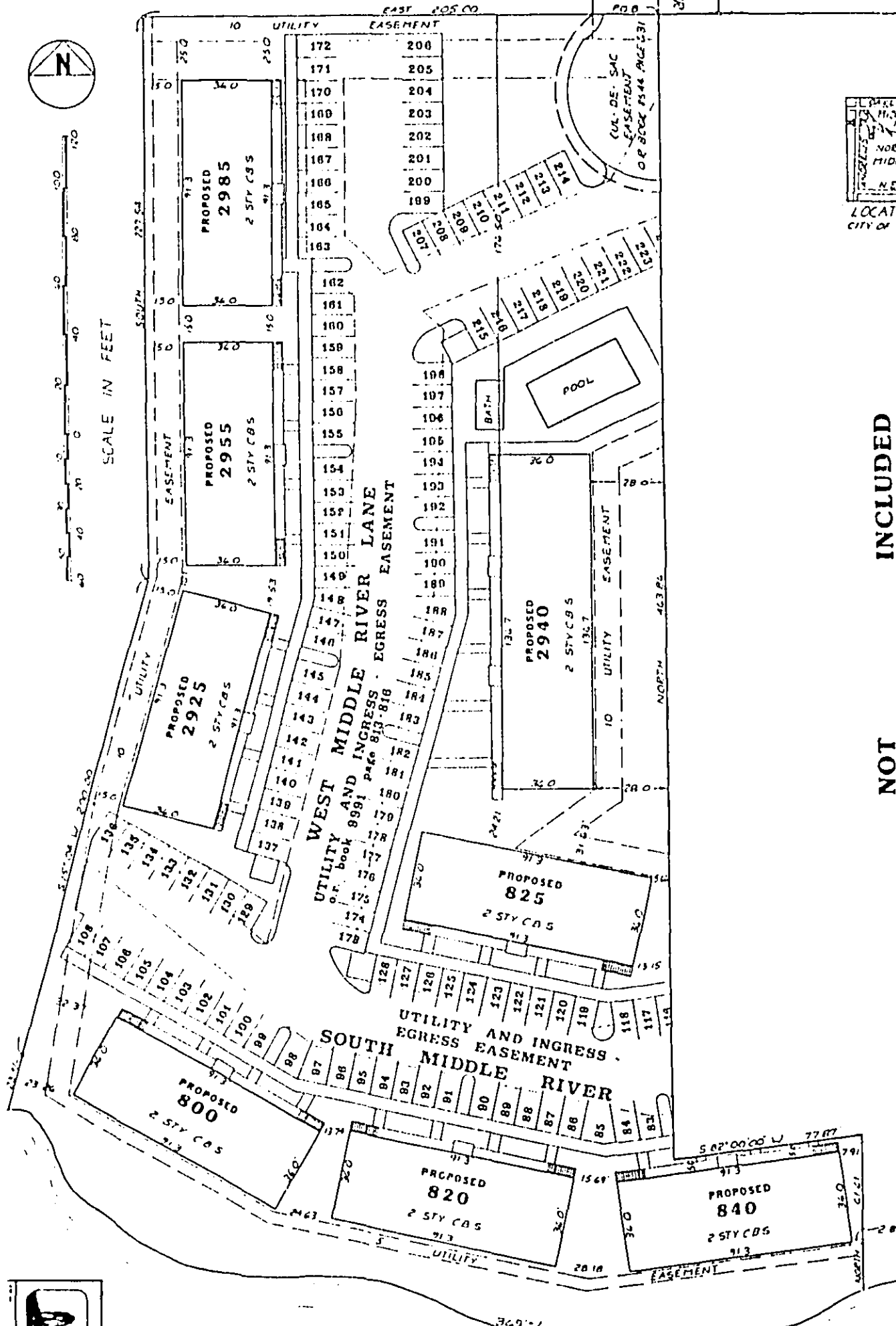
OFF 13327 PG 122

# MIDDLE RIVER HOMES,

## EXHIBIT "I" SHEET OF SHEETS A CONDOMINIUM



SCALE IN FEET  
0 20 40 60 80 100



LOCATION MAP N.T.S.  
CITY OF OAKLAND PARK

INCLUDED

NOT

OFF 13327 PG 123



DAVIS ASSOCIATES, INC.  
1000 N. W. 10th Ave., Suite 100  
Fort Lauderdale, Florida 33304  
(305) 555-1234

## NORTH FORK OF MIDDLE RIVER PLOT PLAN, SURVEY, & GRAPHIC DESCRIPTION

PHASE I.

EXHIBIT "I"  
PHASE II

## LEGAL DESCRIPTION :

Commencing at the N.W. Corner of Parcel "A", "A.D.K. Plat", as recorded in Plat Book 77, Page 35, of the Public Records of Broward County, Florida; thence South along the West line of said Parcel "A", 490.17 feet to the Point of Beginning; thence continue South along the West line of said Parcel "A", 227.54 feet; thence S 15°04'00" W along the West line of said Parcel "A", 223.00 feet, more or less, to a point on the North Bank of the North Fork of Middle River; thence Easterly along the North Bank of the North Fork of Middle River, 369.00 feet, more or less, to a line 115.00 feet West of the East line of said Parcel "A"; thence North along a line 115.00 feet West of and parallel to the East line of said Parcel "A", 61.61 feet, more or less, to a point; thence S 82°00'00" W, 77.78 feet; thence North 463.86 feet; thence West along a line 490.17 feet, South of and parallel to the North line of said Parcel "A", 205.00 feet to the Point of Beginning. Said lands situate, lying and being in Broward County, Florida.



## DAVIS ASSOCIATES, INC.

Consulting Civil and Environmental Engineers · Land Surveyors · Land Development Consultants · Planners

1634 E. ATLANTIC BOULEVARD · POMPANO BEACH, FLA., 33060

phone: (305) 782-9447

JOB NO.

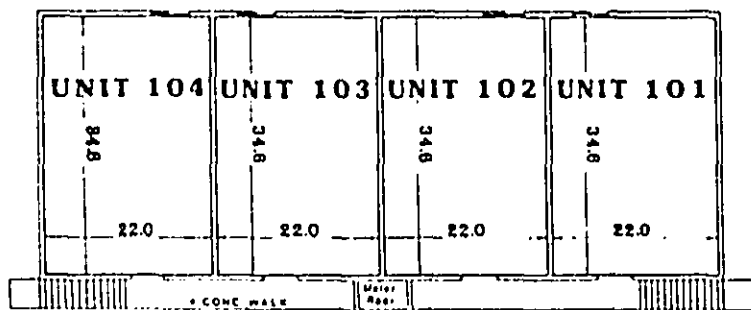
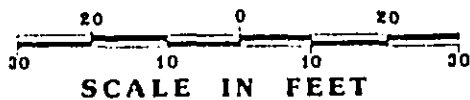
DATE:

DRAWN BY:

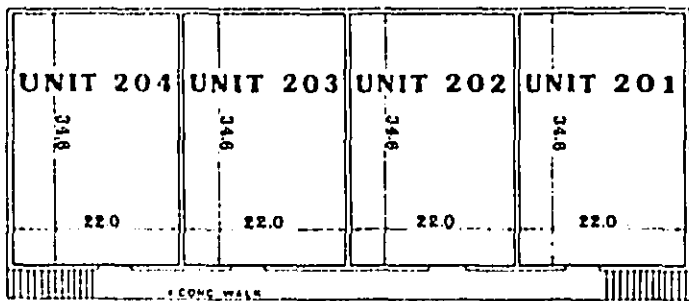
F.B./PG.

OFF 13327Pg 124





**FLOOR PLAN FIRST FLOOR**  
**BUILDING NO. 2985**  
FINISH FLOOR ELEVATION 7.11 FEET  
FINISH CEILING ELEVATION 16.15 FEET



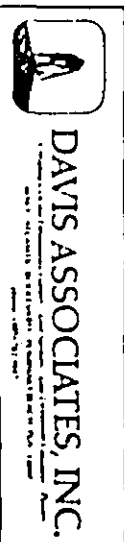
**FLOOR PLAN SECOND FLOOR**  
**BUILDING NO. 2985**  
FINISH FLOOR ELEVATION 16.73 FEET  
FINISH CEILING ELEVATION 25.84 FEET

**NOTES:**

1. ALL ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM.
2. UNIT BOUNDARY DIMENSIONS SHOWN ARE IN FEET AND DECIMALS AND ARE APPROXIMATE.
3. ALL WALLS ARE 0.70 FEET WIDE.

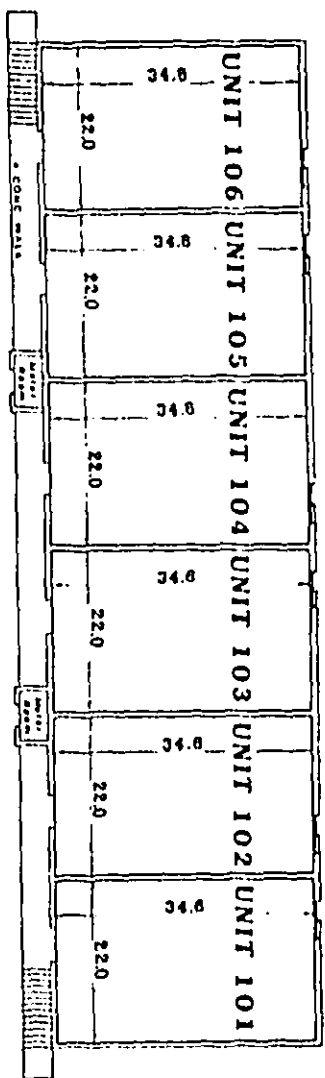
**MIDDLE RIVER HOMES,  
A CONDOMINIUM**

DATED \_\_\_\_\_  
BY \_\_\_\_\_  
MICHAEL A. DAVIS  
P.L.B. 0070  
STATE OF FLORIDA

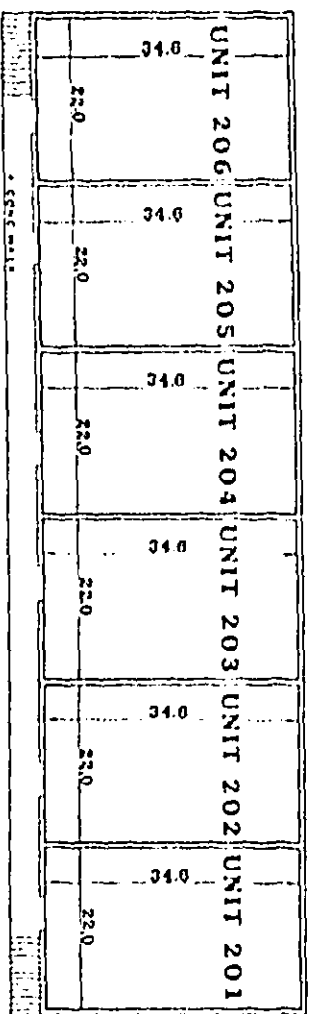


OFF REC 13327 Pg 125

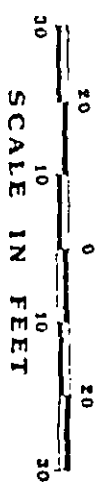
EXHIBIT SHEET OF SHEETS  
PHASE II



**FLOOR PLAN FIRST FLOOR**  
**BUILDING NO. 2940**  
FINISH FLOOR ELEVATION 7.11 FEET  
FINISH CEILING ELEVATION 16.15 FEET

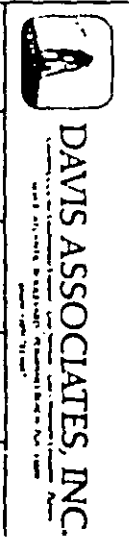


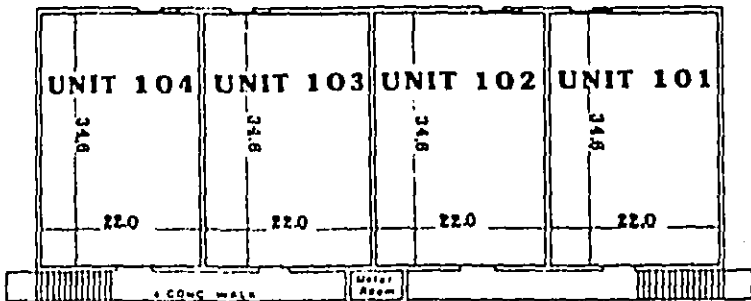
**FLOOR PLAN SECOND FLOOR**  
**BUILDING NO. 2940**  
FINISH FLOOR ELEVATION 16.73 FEET  
FINISH CEILING ELEVATION 25.84 FEET



- NOTES:
1. ALL ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC DATUM.
  2. UNIT FINISH ELEVATIONS SHOWN ARE IN FEET AND DECIMALS AND ARE APPROXIMATE.
  3. ALL WALLS ARE 6.00 FEET HIGH.

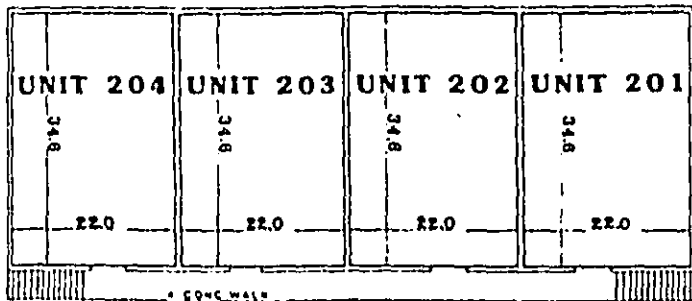
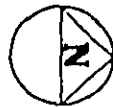
**MIDDLE RIVER HOMES,  
A CONDOMINIUM**





**FLOOR PLAN FIRST FLOOR  
BUILDING NO. 2955**

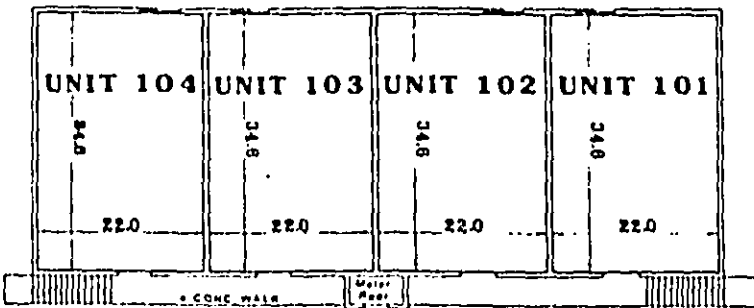
FINISH FLOOR ELEVATION 7.11 FEET  
FINISH CEILING ELEVATION 16.15 FEET



**FLOOR PLAN SECOND FLOOR  
BUILDING NO. 2955**

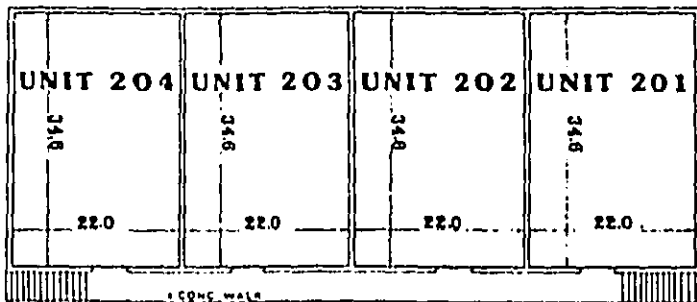
FINISH FLOOR ELEVATION 16.73 FEET  
FINISH CEILING ELEVATION 25.84 FEET

SCALE IN FEET  
30 20 10 0 10 20 30



**FLOOR PLAN FIRST FLOOR  
BUILDING NO. 2925**

FINISH FLOOR ELEVATION 7.11 FEET  
FINISH CEILING ELEVATION 16.15 FEET



**FLOOR PLAN SECOND FLOOR  
BUILDING NO. 2925**

FINISH FLOOR ELEVATION 16.73 FEET  
FINISH CEILING ELEVATION 25.84 FEET

DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
P.L.S. 0070  
STATE OF FLORIDA

- NOTES:
1. ALL ELEVATIONS SHOWN HEREIN REFER TO NATIONAL GEODETIC MEAN SEA LEVEL.
  2. UNIT EXTERIOR DIMENSIONS SHOWN ARE IN FEET AND DECIMALS AND ARE APPROXIMATE.
  3. ALL WALLS ARE 6 INCH THICK.

**MIDDLE RIVER HOMES,  
A CONDOMINIUM**

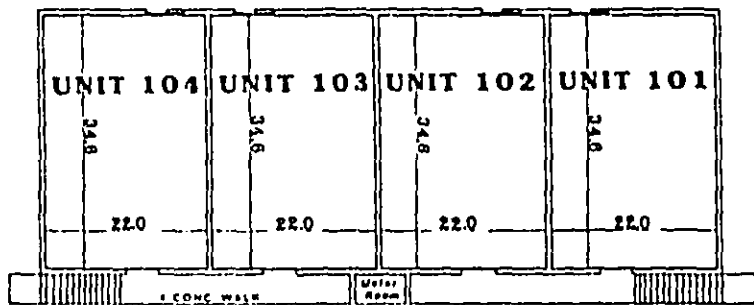


**DAVIS ASSOCIATES, INC.**  
A Subsidiary of Davis Development Corporation  
10000 Davis Road, Suite 100, Dallas, Texas 75243  
Phone: (214) 343-1100

OFF 13327Pg 127

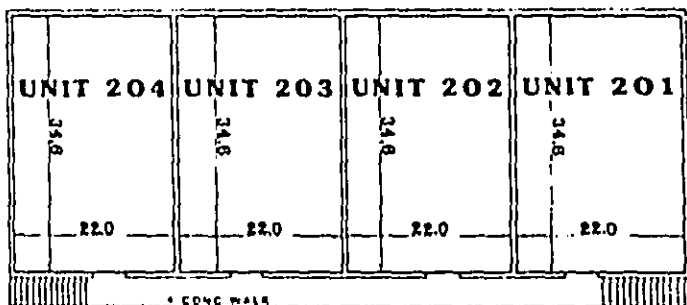
PHASE II

EXHIBIT SHEET OF SHEETS



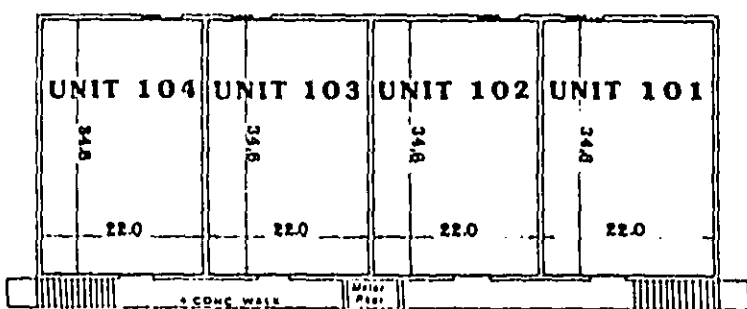
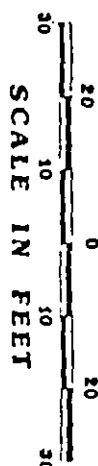
**FLOOR PLAN FIRST FLOOR  
BUILDING NO. 825**

FINISH FLOOR ELEVATION 7.11 FEET  
FINISH CEILING ELEVATION 16.15 FEET



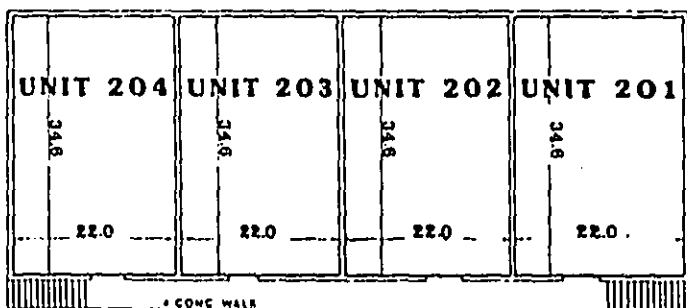
**FLOOR PLAN SECOND FLOOR  
BUILDING NO. 825**

FINISH FLOOR ELEVATION 16.73 FEET  
FINISH CEILING ELEVATION 25.84 FEET



**FLOOR PLAN FIRST FLOOR  
BUILDING NO. 800**

FINISH FLOOR ELEVATION 7.11 FEET  
FINISH CEILING ELEVATION 16.15 FEET



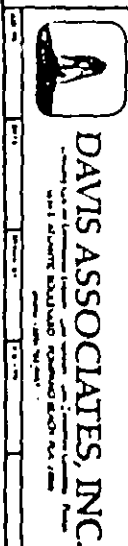
**FLOOR PLAN SECOND FLOOR  
BUILDING NO. 800**

FINISH FLOOR ELEVATION 16.73 FEET  
FINISH CEILING ELEVATION 25.84 FEET

DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
P.L.E. 0010  
STATE OF FLORIDA

- NOTES:**
1. ALL ELEVATIONS SHOWN HEREIN, REFER TO MEANS OF ELEVATION.
  2. UNIT BOUNDARY DIMENSIONS SHOWN ARE IN FEET AND DECIMALS AND ARE APPROXIMATE.
  3. ALL WALLS ARE 6.00 FEET WIDE.

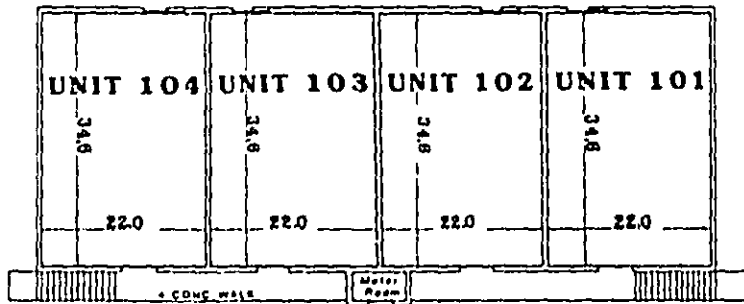
**MIDDLE RIVER HOMES,  
A CONDOMINIUM**



OFF 13327 Pg 128

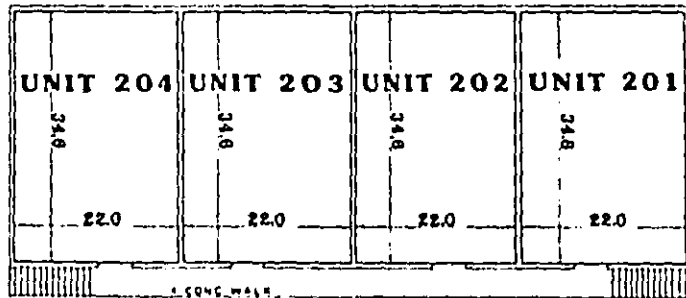
EXHIBIT SHEET OF SHEETS

PHASE II



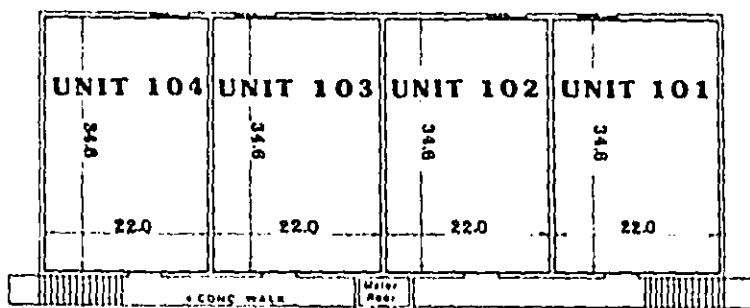
**FLOOR PLAN FIRST FLOOR  
BUILDING NO. 820**

FINISH FLOOR ELEVATION 7.11 FEET  
FINISH CEILING ELEVATION 16.15 FEET



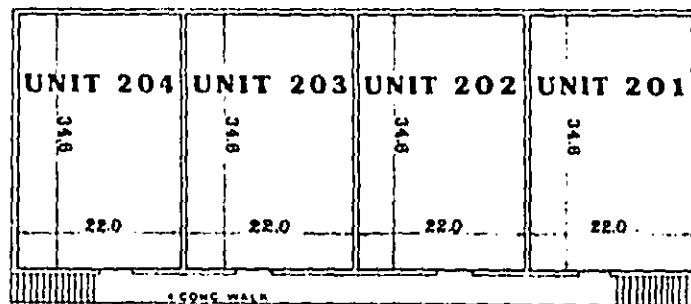
**FLOOR PLAN SECOND FLOOR  
BUILDING NO. 820**

FINISH FLOOR ELEVATION 16.73 FEET  
FINISH CEILING ELEVATION 25.84 FEET



**FLOOR PLAN FIRST FLOOR  
BUILDING NO. 840**

FINISH FLOOR ELEVATION 7.11 FEET  
FINISH CEILING ELEVATION 16.15 FEET



**FLOOR PLAN SECOND FLOOR  
BUILDING NO. 840**

FINISH FLOOR ELEVATION 16.73 FEET  
FINISH CEILING ELEVATION 25.84 FEET



SCALE IN FEET  
30 20 10 0 10 20 30

- NOTES:
1. ALL ELEVATIONS SHOWN HEREIN REFER TO MEAN SEA LEVEL.
  2. UNIT DIMENSIONS SHOWN ARE IN FEET AND DECIMALS AND ARE APPROXIMATE.
  3. ALL WALLS ARE 0.70 FEET THICK.

**MIDDLE RIVER HOMES,  
A CONDOMINIUM**



**DAVIS ASSOCIATES, INC.**

10000 E. 10th Avenue, Suite 100, Denver, CO 80231  
303.751.1000

OFF 13327 Pg 129

EXHIBIT SHEET OF SHEETS  
PHASE II

DATE: \_\_\_\_\_  
BY: \_\_\_\_\_  
HUGH E. DAVIS  
P.L.S. PVTN  
STATE OF FLORIDA

## EXHIBIT "1"

CERTIFICATE OF SURVEYOR

The undersigned, being a surveyor authorized to practice in the State of Florida, pursuant to Section 718.104(4) (e), Florida Statutes, hereby certifies that the construction of the improvements comprising MIDDLE RIVER HOMES, A CONDOMINIUM is substantially complete so that Exhibit "1" to the Declaration of Condominium, together with the provisions of the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the improvements so that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

DAVIS ASSOCIATES, INC.

BY: Hugh R. Davis, P.L.S.

Florida Registration No. 978

OFF  
REC 13327 pg 130**DAVIS ASSOCIATES, INC.**

Consulting Civil and Environmental Engineers • Land Surveyors • Land Development Consultants • Planners

1634 E. ATLANTIC BOULEVARD • POMPANO BEACH, FLA. 33060

phone: (305) 782-9447

JOB NO.

DATE:

DRAWN BY:

F.B./PG.

EXHIBIT "J" TO  
DECLARATION OF CONDOMINIUM  
FOR  
MIDDLE RIVER HOMES, A CONDOMINIUM

\*\*\*\*\*

UNIT OWNERS' PERCENTAGES OF COMMON  
ELEMENTS, COMMON SURPLUS AND SHARING OF  
COMMON EXPENSES - UPON INCLUSION OF PHASE II

\*\*\*\*\*

3571A-23

OFF 13327 PG 131

UNIT OWNERS PERCENTAGES OF COMMON  
ELEMENTS, COMMON SURPLUS, AND SHARING OF  
COMMON EXPENSE - UPON INCLUSION OF PHASE II

BUILDING/  
UNIT NUMBER      PERCENTAGES

	<u>Building</u> <u>No. 2965</u>	
101		1/112
102		1/112
103		1/112
104		1/112
201		1/112
202		1/112
203		1/112
204		1/112

BUILDING/  
UNIT NUMBER      PERCENTAGES

	<u>Building</u> <u>No. 2920</u>	
101		1/112
102		1/112
103		1/112
104		1/112
105		1/112
106		1/112
201		1/112
202		1/112
203		1/112
204		1/112
205		1/112
206		1/112

BUILDING/  
UNIT NUMBER      PERCENTAGES

	<u>Building</u> <u>No. 2945</u>	
101		1/112
102		1/112
103		1/112
104		1/112
201		1/112
202		1/112
203		1/112
204		1/112

BUILDING/  
UNIT NUMBER      PERCENTAGES

	<u>Building</u> <u>No. 860</u>	
101		1/112
102		1/112
103		1/112
104		1/112
201		1/112
202		1/112
203		1/112
204		1/112

BUILDING/  
UNIT NUMBER      PERCENTAGES

	<u>Building</u> <u>No. 2915</u>	
101		1/112
102		1/112
103		1/112
104		1/112
201		1/112
202		1/112
203		1/112
204		1/112

	<u>Building</u> <u>No. 2985</u>	
101		1/112
102		1/112
103		1/112
104		1/112
201		1/112
202		1/112
203		1/112
204		1/112

OFF 13327 PG 132



BUILDING/  
UNIT NUMBER      PERCENTAGES

Building  
No. 825

101	1/112
102	1/112
103	1/112
104	1/112
201	1/112
202	1/112
203	1/112
204	1/112

Building  
No. 2955

101	1/112
102	1/112
103	1/112
104	1/112
201	1/112
202	1/112
203	1/112
204	1/112

BUILDING/  
UNIT NUMBER      PERCENTAGES

Building  
No. 800

101	1/112
102	1/112
103	1/112
104	1/112
201	1/112
202	1/112
203	1/112
204	1/112

Building  
No. 2925

101	1/112
102	1/112
103	1/112
104	1/112
201	1/112
202	1/112
203	1/112
204	1/112

BUILDING/  
UNIT NUMBER      PERCENTAGES

Building  
No. 820

101	1/112
102	1/112
103	1/112
104	1/112
201	1/112
202	1/112
203	1/112
204	1/112

Building  
No. 2940

101	1/112
102	1/112
103	1/112
104	1/112
105	1/112
106	1/112
201	1/112
202	1/112
203	1/112
204	1/112
205	1/112
206	1/112

BUILDING/  
UNIT NUMBER      PERCENTAGES

Building  
No. 840

101	1/112
102	1/112
103	1/112
104	1/112
201	1/112
202	1/112
203	1/112
204	1/112

RECORDED IN THE DEEDS RECORDS BOOK  
OF BREVARD COUNTY, FLORIDA  
F. T. JOHNSON  
CLERK OF COUNTY

OFF REC 13327 Pg 133