

86-18087

COUNTRY VILLAGE CONDOMINIUM

DECLARATION ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP

DECLARATION

SUNSHINE CANAL CORPORATION, a Michigan corporation, hereinafter referred to as "Developer", being the owner of record of the fee simple title to the following described property, situate, lying and being in the County of Broward and State of Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

HEREBY STATES AND DECLARES that said realty, together with the improvements thereon, is submitted to Condominium ownership, pursuant to the Condominium Act of the State of Florida, Florida Statutes, Chapter 718, (hereinafter referred to as the "Condominium Act"), and the provisions of said Act are hereby included herein and incorporated by reference. Developer does herewith file for record this Declaration of Condominium, said Condominium (hereinafter referred to as the "Condominium") to be known as COUNTRY VILLAGE CONDOMINIUM.

ARTICLE I - DEVELOPMENT PLAN

1. IMPROVEMENTS ON CONDOMINIUM PROPERTY. The Condominium shall consist of five (5) townhouse apartment buildings, containing a total of forty (40) townhouse apartment units, and the facilities appurtenant thereto.

2. PLOT PLAN AND SURVEY. A plot plan, survey and certificate of surveyor of the lands comprising the condominium and locating the improvements constructed thereon is attached hereto as Exhibit B. The common elements are comprised of the entire condominium property less the apartment units as hereinafter defined.

3. PLANS. The improvements upon the land are constructed substantially in accordance with the plans and specifications for such prepared by RICHARD C. REILLY, Architect, a portion of which plans are included as pages 2-7, inclusive of Exhibit B.

ARTICLE II - AMENDMENT OF PLANS

1. ALTERATION OF UNIT PLANS. Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units, so long as Developer owns the units so altered. No such change shall increase the number of units nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, unit owners and owners of mortgages in the manner elsewhere provided. If Developer shall make changes in units so authorized, such changes shall be reflected by an amendment to this Declaration. If more than one (1) unit is concerned, the Developer shall apportion between the units the share of the common elements appurtenant to the units concerned.

PREPARED BY:
MORAITIS AND COFAR
POST OFFICE BOX 11104
FORT LAUDERDALE, FL 33339

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2. AMENDMENT OF DECLARATION. An amendment of this Declaration reflecting such authorized alteration of unit plans by Developer, need be signed and acknowledged only by the Developer and need not be approved by the Association, unit owners, lienors, or mortgagees of units or of the Condominium, whether or not elsewhere required for an amendment.

ARTICLE III - DEFINITIONS

As used herein or elsewhere in the condominium documents, unless otherwise provided or unless the context requires otherwise, the following terms shall be defined in this Article as provided:

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

2. ASSOCIATION. COUNTRY VILLAGE CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, and its successors and assigns, being the entity responsible for the operation of the condominium.

3. COMMON ELEMENTS. Common elements shall mean and comprise all of the condominium property not included within the units.

4. COMMON EXPENSES. Common expenses mean all expenses and assessments properly incurred by the Association for the condominium.

5. COMMON SURPLUS. Common surplus shall be the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the common elements over the common expenses.

6. CONDOMINIUM. Condominium means that form of ownership of real property which is created pursuant to the provisions of this Declaration and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each unit, an undivided share in common elements.

7. CONDOMINIUM PARCEL. Condominium parcel means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

8. CONDOMINIUM PROPERTY. Condominium property means the lands, leaseholds and personal property that are subjected to condominium ownership whether or not contiguous and all improvements thereon, and all easements and rights apportioned thereto, intended for use in connection with the condominium.

9. DEVELOPER. Developer is SUNSHINE CANAL CORPORATION, a Michigan corporation, its successors or assigns.

10. INSTITUTIONAL FIRST MORTGAGEE. The holder of the first institutional mortgage, as defined in Article III, number 10 herein, who places a first mortgage on a condominium unit.

11. INSTITUTIONAL MORTGAGEE. The owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, insurance company, federal or state savings and loan association, a service corporation owned or owned in part by a federal or state savings and loan association or bank, a real estate or mortgage investment trust, a mortgage company licensed to do business in the State of Florida, a union pension fund, any agency of the United States Government, a lender generally recognized in the community as an institutional-type lender, any Federal or State credit union, and the Developer, its successors or assigns.

12. LIMITED COMMON ELEMENTS. Limited common elements means and includes those common elements which are reserved for the use of certain units, to the exclusion of all other units.

13. PERSON. Any individual, firm or corporation, trustee, partnership or limited partnership, or other entity capable of holding title to real property.

14. UNIT. Unit means a part of the condominium property which is subject to exclusive ownership. Unit is synonymous with condominium unit, dwelling unit, apartment, apartment unit, and townhouse apartment unit.

15. UNIT OWNER OR OWNER OF A UNIT. Unit owner or owner of a unit means the owner of a condominium parcel. Unit owner or owner of a unit is synonymous with apartment unit owner, apartment owner, townhouse owner and townhouse apartment owner.

ARTICLE IV - COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. RULES AND REGULATIONS PERTAINING TO USE OF COMMON ELEMENTS PROMULGATED BY THE ASSOCIATION. No person shall use the common elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as, from time to time, may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation to promulgate rules and regulations limiting the use of the common elements to members of the Association and their respective families, guests, lessees, invitees and servants, as well as to provide for the exclusive use by an apartment owner and his guests, for specific occasions, of the said facilities. Such use may be conditioned upon, among other things, the payment by the apartment owner of such assessment as may be established by the Association for the purpose of defraying costs thereof.

2. MANAGEMENT BY THE ASSOCIATION. Maintenance, repair, management and operation of common elements and condominium property shall be the responsibility of the Association, but nothing herein contained shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed upon the Association by the terms of this Article, and as are approved by the Board of Directors of the Association.

3. ALTERATIONS AND IMPROVEMENTS. The Association, for the benefit of the apartment owners of the condominium, shall have the right to make or cause to be made material alterations or improvements or substantial additions to the common elements, not in the nature of maintenance and repairs, provided the making of such material alterations or improvements or substantial additions are first approved by the Board of Directors of the Association, and ratified by the affirmative vote of not less than seventy-five per cent (75%) of the apartment owners of this condominium present at any regular or special meeting of the unit owners called for that purpose; provided the aforesaid alterations or additions do not prejudice the right of any unit owner unless his consent has been obtained. Where there are material alterations or substantial additions to the common elements or limited common elements, at a cost to be borne by all apartment owners within the condominium, the approval of owners of all Institutional Mortgages encumbering condominium parcels in this condominium shall also be required.

4. SHARE OF APARTMENT OWNERS. The shares of the apartment

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owners in the common elements and limited common elements shall be as stated in Exhibit C, annexed hereto. The common expenses of the condominium, including the obligation of each owner to pay the established portion of expenses involving the common elements and limited common elements, shall be paid by the apartment owner in accordance with the percentages set forth in Exhibit C. Any common surplus of the Association shall be owned by each of the apartment owners in accordance with the percentages described in Exhibit C, and attributed to the respective apartment owner's share in the common expenses and common surplus.

5. LIMITED COMMON ELEMENTS. The limited common elements and the units to which they are appurtenant are as follows:

a. The common elements include parking areas for automobiles for the apartment owners. Parking will be available for use pursuant to the rules and regulations of the Association, which rules and regulations shall provide that the owners of each apartment shall be entitled to the exclusive use of one parking space. The parking areas will initially be assigned by the Developer, and once assigned, such parking spaces may not thereafter be separately assigned, conveyed, hypothecated, transferred, encumbered or otherwise dealt with and the right of use thereof shall be assigned simultaneously with the conveyance of title to the apartment to which they are appurtenant. Once a parking space has been assigned to an apartment, it shall thereafter constitute a limited common element. All unassigned parking spaces shall constitute common elements.

ARTICLE V - USE RESTRICTIONS

In order to provide for a congenial occupation of the condominium and to provide for the protection of the values of the condominium units, the use of the property shall be restricted to and be in accordance with the following provisions:

1. RESIDENTIAL USE. The condominium units shall be used for single-family residences only.
2. CHILDREN. There shall be no age restrictions for children as permanent residents of the Condominium.
3. PETS. One pet per unit, not to exceed fifteen (15) pounds of weight at full maturity, may be kept upon the condominium property, but shall be so kept subject to the Rules and Regulations adopted by the Association. No pets may be kept, bred or maintained for any commercial purpose. No exotic pets may be kept upon the condominium property at any time for any purpose. Any pet that shall cause or create a nuisance or unreasonable disturbance shall be permanently removed from the property upon three (3) days written notice by the Association.

If a condominium unit owner shall fail to cause an objectional pet to be removed from the premises upon such request, the owner thereof shall be liable for court costs, attorneys' fees and such other expenses as may be incurred by the Association in order to enforce these provisions concerning pets and/or rules and regulations hereinafter adopted by the Association concerning same.

4. USE OF COMMON ELEMENTS. The common elements shall be used only for the purposes for which they are intended.

5. NUISANCE. No nuisance shall be allowed upon the condominium property nor shall any use or practice be allowed which is a course of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

6. USE OF CONDOMINIUM PROPERTY. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of apartment owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the property, shall be the same as hereinafter provided for the maintenance and repair of that portion of the property subject to such requirements.

7. LEASES. An apartment unit owner may lease his, her or its apartment unit upon the written approval of the Association, so long as the lease shall be in writing, a signed copy of which shall be delivered to the Association, and further provided that said lease shall designate the persons who shall or may occupy said apartment unit during said lease period. No other persons shall be entitled to occupy said apartment unit except those persons set forth in the lease as being entitled to occupy the apartment unit. Only entire apartment units may be leased. Apartment units may be leased for a minimum term of one year, or less with the approval of the Board of Directors of the Association. All lessees shall be subject to and bound by all the terms and conditions of this Declaration of Condominium and the Exhibits hereto, and the lease between the unit owner and the lessee shall expressly so provide. The unit owner making such lease shall not be relieved from any of the obligations under this Declaration of Condominium or any of the Exhibits attached hereto. No apartment unit may be subleased by a lessee.

8. REGULATIONS. Regulations concerning the use of the property may be promulgated by the Association as hereinabove set forth; provided, however, that copies of such regulations are furnished to each apartment owner prior to the time that the same become effective.

ARTICLE VI - MAINTENANCE AND REPAIR OF APARTMENTS

1. BY THE ASSOCIATION. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of the following:

a. All portions of the apartment which contribute to the support of the building, excluding, however, finished interior walls, ceilings and floor surfaces, and including without intending to limit the same, to the outside walls of the building and attachments thereto, structural slabs, roof, exterior boundary walls of apartments and load-bearing columns;

b. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be contained in the apartments, but excluding therefrom appliances and plumbing fixtures;

c. All incidental damage caused to an apartment unit by such work as may be done or caused to be done by the Association in accordance herewith.

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2. BY THE APARTMENT OWNER. The responsibility of the apartment unit owner shall be as follows:

a. To maintain, repair and replace at his expense all portions of the apartment, including windows, apartment doors and terrace and balcony screens; and to maintain and repair the fixtures and equipment applicable to his unit, which include but are not limited to the following where applicable: Air conditioning and heating units, including condensor and all appurtenances thereto and wherever situate, refrigerators, stoves, fans, hot water heaters, dishwashers, disposals, washing machines and dryers, and all electrical and plumbing fixtures and equipment within the unit and appurtenant thereto;

b. To perform his responsibilities in such manner so as not to unreasonably disturb other persons residing within the condominium.

c. Not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of the apartment unit, unless the written consent of the Association is obtained;

d. To promptly report to the Association or its agent, any defect or need for repairs, the responsibility for the remedying of which is with the Association;

e. Not to make any alterations in the portions of the apartment unit or building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Board of Directors of the Association, nor shall any apartment owner impair any easement without first obtaining the written consent of the Association and of the unit owner for whose benefit such easement exists.

f. The unit owner shall not change the outside of any balcony or terrace, notwithstanding said terrace or balcony may be a part of the apartment or a limited common element appurtenant to the said apartment, without the express written approval of the Board of Directors of the Association.

3. LIABILITY OF THE ASSOCIATION. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, and the Association's liability shall be limited to damage resulting from negligence.

ARTICLE VII - APARTMENT UNITS SHALL BE CONSTRUED AS FOLLOWS

1. REAL PROPERTY. Each apartment unit together with the space within it as shown on the plans, and together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the property, subject only to the provisions of this Declaration.

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

a. Upper and Lower Boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the vertical boundaries.

(1) Upper boundary: The horizontal plane of the undecorated finished ceiling.

(2) Lower boundary: The horizontal plane of the undecorated finished floor.

b. Vertical Boundaries: The vertical boundaries of each apartment shall be:

(1) Exterior Boundaries: The undecorated interior surfaces of the outside wall of the apartment building except where there is a balcony or terrace, in which event the boundaries shall be such as will include the balcony or terrace. The boundaries of the balcony or terrace shall be the outer surfaces of the perimeter walls, the plane of the under surface of the ceiling slab and the plane of the upper surface of the floor slab. The boundaries shall further extend to the inner surface of the balcony railing or wall.

(2) Interior Boundaries: The center line of boundary walls.

c. Boundaries - Further Defined: The boundaries of the apartment shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or unfinished inner surfaces of the ceilings of each apartment and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for the utility services or to other apartments and/or for common elements.

3. TYPICAL UNIT PLAN. There is one floor plan designated: 3 bedroom - 2 1/2 bath. All forty (40) units are the same floor plan.

FLOOR PLAN

3 bedroom - 2 1/2 bath

APARTMENT UNIT NUMBERS

101, 102, 103, 104, 105,
106, 107, 108, 109, 110,
111, 112, 113, 114, 115,
116, 117, 118, 119, 120,
121, 122, 123, 124, 125,
126, 127, 128, 129, 130,
131, 132, 133, 134, 135,
136, 137, 138, 139, 140.

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4. APPURTENANCES. Each apartment unit shall include and the same shall pass with each apartment unit as an inseparable appurtenance thereto, whether or not separately described, conveyed, or encumbered, all of the rights, title and interest of an apartment unit owner in the property, which shall include, but not be limited to the following:

a. An undivided share of the common elements and limited common elements, such undivided share to be that portion as set forth in Exhibit C.

b. Limited common elements reserved for the use of said apartment unit.

c. Association membership funds and common surplus held by the Association for the benefit of the apartment unit owners.

d. All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of the unit owners of the apartment units and all members of the Association.

e. In addition to and not in derogation of the ownership of the space described on the survey, an exclusive easement for the use of the space occupied by the apartment unit owner and which is occupied by the apartment unit, which easement shall exist until the earlier of such time as this Declaration is terminated in accordance with provisions herein elsewhere contained, or the building is no longer tenable.

f. The following are easements from each apartment unit owner to each other apartment unit owner and to the Association and to the members of the Association:

(1) Ingress and Egress: Easement through the common elements and condominium property for ingress and egress for all persons making use of such common elements and condominium property in accordance with the terms of the condominium documents.

(2) Maintenance, Repair and Replacement: Easements through the apartment units and common elements, and condominium property for maintenance, repair and replacement of the apartments and properties. Use of these easements shall be limited to reasonable hours, except that access may be had at any time in case of an emergency.

(3) Structural Support: Every portion of an apartment unit which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the common elements.

(4) Utilities: Easements through the apartment units and common elements and condominium property for all facilities for the furnishing of utility services within the buildings and property, which facilities shall include, but not be limited to, conduits, ducts, plumbing and wiring; provided

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however, that the easements for such facilities through an apartment unit shall only be substantially in accordance with the plans and specifications of the buildings or as buildings were first constructed.

(5) Emergency Easement of Ingress and Egress: Easements over all walkways whenever reasonably required for emergency ingress and egress. No apartment unit owner shall install any lock, security device or other thing which will or might impair such easements.

ARTICLE VIII - MAINTENANCE OF COMMUNITY INTEREST

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions or any of them so long as the condominium exists and the apartment buildings, in useful condition, exist upon the land, which provisions each apartment unit owner covenants to observe.

1. TRANSFER SUBJECT TO APPROVAL.

- a. Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association except to an apartment owner within this condominium.
- b. Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Association, except to an apartment owner within this condominium.
- c. Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.
- d. Devise or inheritance. If any apartment owner shall acquire his title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Association.
- e. Other transfers. If any apartment owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

2. APPROVAL BY ASSOCIATION. The approval of the Association which is required for the transfer of ownership of apartments shall be obtained in the following manner:

a. Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice, at the apartment owner's option, may include a demand by the apartment owner that the Association furnish a purchaser, if the proposed purchaser is not approved; if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, and such other information concerning the intended lessee, as Association may reasonably require, as well as an executed copy of the proposed lease.

(3) Gift; devise; inheritance; other transfers: An apartment owner who has obtained his title by gift, devise, or inheritance, or by any other manner not heretofore considered shall give to the Association notice of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure to give notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(5) Costs. A unit owner who is required to give notice to the Association of a transfer of ownership shall pay to the Association such sum as the Association may require to cover the costs incident to the determination by the Association. The fee shall be paid with the giving of notice and the notice shall not be complete unless the fee is paid; and if the notice is not given, the fee shall be assessed against the party owning the unit at the time of assessment.

b. Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary or by the Vice-President and Secretary having the corporate seal affixed, in recordable form, and shall be delivered to the purchaser and shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or Vice President and Secretary in recordable form, which at the election of the Association, shall be delivered to the lessor or shall be recorded in the Public Records of Broward County, Florida, at the expense of the lessee.

(3) Gift, devise or inheritance; other transfer.

If the apartment unit owner giving notice has acquired his title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President or Vice President and Secretary in recordable form and shall be delivered to the apartment owner and shall be recorded in the Public Records of Broward County, Florida, at the expense of the apartment owner.

c. Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons permanently occupying the apartment be also approved by the Association.

3. DISAPPROVAL BY THE ASSOCIATION. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed of in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash or cashier's check, subject to assumption of existing assumable mortgages, if any.

(3) The sale shall be closed within thirty (30) days after the delivery or mailing of said agreement to purchase or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later, subject, however, to the other terms and conditions of the purchase agreement, if applicable.

(4) A certificate of the Association executed by its President and Secretary or by its Vice-President and Secretary, and having the corporate seal affixed approving the purchaser shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided above, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided which shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

b. Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

c. Gifts; devise; inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise (or inheritance, or in any other manner), then within thirty (30) days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the apartment owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sales price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, or when such agreement is not reached, by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash or cashier's check, subject to assumption of assumable mortgages, if any.

(3) The sale shall close within ten (10) days following the determination of the sales price.

(4) A certificate of the Association, executed by its President and Secretary, or by its Vice-President and Secretary, having its corporate seal affixed and approving the purchaser shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

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(5) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a Certificate of Approval as elsewhere provided, which shall be recorded in the Public Records of Broward County, Florida, at the expense of the apartment owner.

4. MORTGAGE. A unit owner may not mortgage his unit or any interest therein, without the approval of the Association, except to an institutional mortgagee, as hereinbefore defined. The approval of any other mortgagee may be obtained upon conditions determined by the Board of Directors of the Association and said approval shall be, if granted, prepared in recordable form, executed by the President or Vice President and Secretary of the Association. Provided however, where a unit owner sells his unit and takes back a purchase money mortgage, the approval of the Association shall not be required.

5. EXCEPTIONS. The foregoing provisions of this section entitled "Maintenance of Community Interest" shall not apply to a transfer to or purchase by an institutional mortgagee, as hereinbefore defined, which acquired title as a result of owning a mortgage upon the apartment concerned. This shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Neither shall such provisions apply to a transfer, sale or lease by an institutional mortgagee which so acquires its title; nor shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as, but not limited to execution sale, foreclosure sale, judicial sale or tax sale. Neither shall any of the provisions of this section apply to the sale or lease of any apartment unit by the Developer, its successors or assigns. This provision may not be amended without the written approval of all institutional mortgagees and the institutional first mortgagee.

6. UNAUTHORIZED TRANSACTIONS. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void, unless subsequently approved by the Association.

7. NOTICE - LIEN OR SUIT.

a. Notice of Lien. Any apartment unit owner shall give notice to the Association of every lien upon his apartment, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

b. Notice of Suit. An apartment owner shall give notice to the Association of every suit or other proceedings which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner received knowledge thereof.

c. Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

8. PURCHASE OF APARTMENTS BY ASSOCIATION. The Association shall have the power to purchase apartments, subject to the following provisions:

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a. Decision. The decision of the Association to purchase an apartment shall be made by its directors, without approval of its membership, except as hereinafter provided.

b. Limitation. If at any one time the Association be the owner or agreed purchaser of two (2) or more apartments, it may not purchase any additional apartment without the prior written approval of seventy-five per cent (75%) of members eligible to vote thereon. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon; provided, however, that the foregoing limitation shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

9. RIGHTS OF DEVELOPER. Notwithstanding anything herein to the contrary, until the Developer has sold all of the apartments within this condominium, in each case where the Association shall have the right to purchase an apartment or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such apartment for itself upon the same terms and conditions available to the Association.

ARTICLE IX - DEVELOPER'S UNITS AND PRIVILEGES

1. RIGHTS OF DEVELOPER. The Developer, at the time of the filing of this Declaration is the owner of all of the real property, individual apartment units and all appurtenances comprising this condominium. The Developer, therefor, until all of the apartments in this condominium have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person approved by it. Said Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale or lease of apartment units, including but not limited to the right to maintain models, have signs, staff employees, maintain offices, use the common elements and show apartments.

2. NO AMENDMENT WITHOUT CONSENT OF DEVELOPER. Without the written consent of the Developer, the provisions of this Article shall not be subject to any amendment until the Developer has sold all of the apartments in this condominium.

ARTICLE X - ADMINISTRATION

The administration of the property including, but not limited to, the acts required of the Association, shall be governed by the following provisions:

1. INCORPORATION OF ASSOCIATION. The Association shall be incorporated under the name of COUNTRY VILLAGE CONDOMINIUM ASSOCIATION, INC., as a corporation not for profit under the laws of the State of Florida, under Articles of Incorporation, a copy of which is attached hereto as Exhibit D.

2. BY-LAWS. The By-Laws of the Association shall be in the form attached as Exhibit E, until such are amended in the manner therein provided.

3. DUTIES AND POWERS OF ASSOCIATION. The duties and powers of the Association are those set forth in this Declaration, the Articles of Incorporation and the By-Laws, together with those reasonably implied to effect the purposes of the Association and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-Laws, the terms and provisions of this Declaration shall prevail, and the apartment unit owners covenant to vote and approve such amendments to the Articles of Incorporation and/or By-Laws as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the By-Laws, and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Declaration shall be so exercised, except that wherever this Declaration requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the By-Laws. In the administration of the operation and management of the condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner provided herein, and to adopt, promulgate and enforce such rules and regulations governing the use of the apartment units, common elements and limited common elements as the Board of Directors of the Association may deem to be in the best interest of the condominium.

4. NOTICE. Notices or demands for any purpose shall be given by the Association to apartment unit owners and by apartment unit owners to the Association and other apartment unit owners in the manner provided for notices to members of the Association by the By-Laws of the Association.

5. FUNDS AND PROPERTIES OF THE ASSOCIATION. All funds and titles of all properties acquired by the Association and the proceeds thereof after deducting therefrom the costs incurred by the Association in acquiring the same, shall be held for the benefit of the Association members for the purposes herein stated.

6. OTHER INCOME OF THE ASSOCIATION. All income received by the Association from the rental or licensing of any part of the common elements (as well as such income anticipated), shall be used for the purpose of reducing prospective common expenses prior to establishing the annual assessment for common expenses.

ARTICLE XI INSURANCE

The insurance which will be carried upon the condominium property shall be governed by the following provisions:

1. AUTHORITY TO PURCHASE. All insurance policies upon the property (except as hereinafter allowed) shall be purchased by the Association for the benefit of the apartment unit owners and their respective mortgagees as their interests may appear, and shall provide for the issuance of mortgagee endorsements and certificates to the holders of first mortgages on the apartments, or any of them, and, if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against apartment unit owners, the Association and their respective servants, agents, lessees and guests. Such policies and endorsements shall be deposited with the Insurance Trustee (hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

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2. APARTMENT UNIT OWNERS. Each apartment unit owner may obtain insurance at his own expense affording coverage upon his personal property and for his personal liability and as may be required by law, but all such insurance shall contain the same waiver or subrogation as that referred to in this Article, if the same is available.

3. COVERAGE.

a. The buildings and all improvements upon the condominium property and all personal property included therein, except the personal property as may be owned by the apartment unit owners, shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundation) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement;

(2) Such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the buildings, including, but not limited to, vandalism, malicious mischief, windstorm, flood and water damage.

b. Public liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limited to water damage, legal liability, hired automobile, non-owned automobile and off premises employee coverages.

c. Workmen's compensation policy to meet the requirements of law.

d. All liability insurance shall contain cross-liability endorsements to cover liabilities of the apartment owners as a group to an apartment owner.

4. PREMIUM. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as a common expense.

5. INSURANCE TRUSTEE. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their respective mortgagees as their respective interests may appear, and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Insurance Trustee, which shall be any bank in Florida with trust powers, designated from time to time as Insurance Trustee by the Board of Directors of the Association. The Institutional First Mortgagee shall have the right to approve the Insurance Trustee. Such Trustee, or its successors and assigns, including any bank acting as such, is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the apartment unit owners and their respective mortgagees in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

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a. Common Elements. Proceeds on account of damage to Common Elements - that undivided share for each apartment owner and his mortgagee, if any, which is set forth in Exhibit C attached hereto and made a part hereof.

b. Apartments. Proceeds on account of apartments shall be held in the following undivided shares:

(1) Partial destruction when the building is to be restored for the unit owners of damaged apartments in proportion to the cost of repairing the damage suffered by each damaged apartment. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each apartment owner shall be bound by and the Insurance Trustee may rely upon such certification.

(2) Total destruction of the building where the building is not to be restored - for all apartment unit owners of the destroyed building as their beneficial interests may appear and as shall be equitable.

c. Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment unit owner shall be held in trust for the mortgagee and the apartment unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to an apartment unit owner and mortgagee pursuant to the provisions of this Declaration.

6. DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners after first paying or making provisions for the payment of the expenses of the Insurance Trustee in the following manner:

a. Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by them.

b. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial owners, remittances to apartment unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by them.

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c. Certificate. In making distribution to apartment unit owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association as to the names of the apartment unit owners and their respective shares of the distribution approved in writing by an attorney authorized to practice law in the State of Florida, a title insurance company, or abstract company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association shall forthwith deliver such Certificate.

ARTICLE XII - RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

1. DAMAGE TO CONDOMINIUM PROPERTY. If any part of the condominium property shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

a. Partial Destruction. Which shall be deemed to mean destruction which does not render seventy-five per cent (75%) or more of the apartment units within this condominium untenantable - shall be reconstructed or repaired.

b. Total Destruction. Which shall be deemed to mean destruction which does render seventy-five per cent (75%) or more of the apartment units within this condominium untenantable - shall not be reconstructed or repaired unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, apartment unit owners who in the aggregate own eighty per cent (80%) or more of the units within this condominium vote in favor of such reconstruction or repair.

c. Reconstruction. Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications.

d. Encroachments. Encroachments upon or in favor of apartment units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for a proceeding or action by the apartment unit owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.

e. Certificate. The Insurance Trustee may rely upon a Certificate of the Association, certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such Certificate as soon as practicable.

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

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a. Estimates of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors determines.

b. Assessments. If the proceeds of insurance are not sufficient to defray estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any), assessments shall be made against apartment unit owners who own the damaged property and against all apartment unit owners within this condominium, in case of damage to common elements in sufficient amounts to provide funds to pay estimated costs. If at any time during reconstruction or repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the apartment unit owners within this condominium in case of damage to common elements in sufficient amounts to provide funds for payment of such costs. Such assessments against apartment unit owners for damage to apartment units shall be in proportion to the cost of reconstruction or repair of their respective apartment units. Such assessments on account of damage to common elements shall be in proportion to the unit owner's share in the common elements.

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

(1) Association. If the amount of the estimated costs of reconstruction or repair exceeds \$5,000.00, then the sums paid and assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold sums paid and assessments and disburse same in payment of costs of reconstruction or repair.

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

(a) Apartment Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction or repair lies with the apartment unit owner, to such contractors, suppliers and personnel as do the work, supply materials or services required for such reconstruction or repair, in such amounts and at such times as the apartment unit owner may direct,

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or, if there is a mortgagee endorsement, then to such payees as the apartment unit owner and mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the apartment unit owner to make such reconstruction or repair.

(b) Association - Lesser Damage. If the amount of the estimated costs of reconstruction or repairs, which is the responsibility of the Association, is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereinafter provided for construction or repair of major damage.

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

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; if there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the apartment unit owners of this condominium who are the beneficial owners of the fund.

(e) Application of Insurance Proceeds. When the damage is to both common elements and apartment units, the insurance proceeds shall be applied first to the costs of repairing the common elements and the balance to the apartment units in the shares above stated.

d. Insurance Adjustments. Each apartment unit owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association, except in any case where the damage is restricted to one apartment.

e. Insurance Approval. Notwithstanding any of the aforementioned clauses under Articles XI and XII, the Institutional Mortgagee owning and holding the highest dollar amount of indebtedness against the condominium units within this condominium,

shall have the right to approve the policy and the company or companies, and agent or agents who are the insurers under the insurance for fire and extended coverage placed by the Association as herein provided and the amount thereof. In addition thereto, the aforesaid Institutional Mortgagee shall, in the event of damage, whether lesser damage or major damage as herein set forth, have the right to require the Association to obtain a completion, performance and payment bond in such sum and in such amount and with a bonding company authorized to do business in the State of Florida, as are acceptable to said mortgagee; to require from all contractors, subcontractors and materialmen repairing said damaged property to deliver paid bills and waivers of mechanics' liens to the Association and said mortgagee; and to require such affidavits to be executed by said mechanics as are required by law or by the Association, the aforesaid mortgagee, and the Insurance Trustee. The rights hereinabove given shall continue so long as it owns and holds any mortgage encumbering a condominium unit within this condominium and thereafter said right shall pass to any other Institutional First Mortgagee holding the highest dollar amount of indebtedness against the condominium units within this condominium.

ARTICLE XIII - ASSESSMENTS

Assessments against the apartment unit owners shall be made or approved by the Board of Directors of the Association and paid by the apartment unit owners to the Association in accordance with the following provisions:

1. SHARE OF EXPENSES. Each apartment unit owner shall be liable for his share of the common expenses as set forth in Exhibit C.

2. ASSESSMENTS OTHER THAN COMMON EXPENSES. Any assessments, made by the Association, the authority to levy which is granted the Association or its Board of Directors by the condominium documents, shall be paid by the apartment unit owners to the Association in the proportions set forth in this Declaration.

3. ACCOUNTS. All sums collected by the Association from assessments, may be co-mingled in a single fund, but they shall be held for the apartment unit owners in the respective shares in which they are paid, and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

a. Common Expenses Account - to which shall be credited collections of assessments for all common expenses as well as payments received for defraying costs of the use of the common elements.

b. Alteration and Improvement Account - to which shall be credited all sums collected for alteration and improvement assessments.

c. Reconstruction and Repair Account - to which shall be credited all sums collected for reconstruction and repair assessments.

d. Emergency Account - to which shall be credited all sums collected for emergencies.

4. ASSESSMENTS FOR COMMON EXPENSES. Assessments for common expenses shall be made annually by the Board of Directors of the Association, and at such additional times as in the judgment of the Board of Directors are required for the proper management, maintenance and operation of the Association. Such annual assessments shall be due and payable in twelve (12) equal consecutive monthly payments on the first day of each month, or as set by the Association's Board of Directors, but in no event less than quarter-annually. The total of the assessments shall be in the amount of the estimated common expenses for a year, including a reasonable allowance for contingencies and reserves, less the amounts of unused common expense account balances, and less the estimated payments to the Association for defraying the costs of the use of common elements. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

5. OTHER ASSESSMENTS. Other assessments shall be made in accordance with the provisions of the condominium documents, and if the time of payment is not set forth in the condominium documents, the same shall be determined by the Board of Directors of the Association.

6. ASSESSMENTS FOR EMERGENCIES. Assessments for common expenses or emergencies which cannot be paid from the common expense account, shall be made only by the Board of Directors of the Association.

7. ASSESSMENTS FOR LIENS. All liens of any nature, including taxes and special assessments levied by governmental authority which are a lien upon more than one apartment or upon any portion of the common elements, or property owned by the Association, shall be paid by the Association as a common expense, and shall be assessed against the apartments in accordance with the shares of the apartments concerned or charged to the common expense account, whichever, in the judgment of the Board of Directors, is appropriate.

8. ASSESSMENT ROLL. The assessments against all apartment unit owners shall be set forth upon a roll of the apartment units which shall be available in the office of the Association for inspection at all reasonable times by apartment unit owners or their duly authorized representatives. Such roll shall indicate for each apartment unit the name and address of the owner or owners, the assessments for all purposes and the amounts of all assessments paid or unpaid. A certificate made out by the Association as to the status of an apartment unit owner's assessment account shall limit the liability of any person for whom it is made other than the apartment unit owner. The Association shall issue such certificate to such persons as an apartment unit owner may request in writing, or, upon written request, to a First Mortgagee holding a mortgage lien against an apartment unit.

9. LIABILITY FOR ASSESSMENT.

a. OWNER. The owner of an apartment unit and his grantee shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance, but without prejudice to the right of the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any common element or by abandonment of the apartment unit for which the assessments are made.

b. MORTGAGEE. Where the holders of an Institutional First Mortgage of record or other purchaser of a condominium unit obtains title to a condominium unit as a result of foreclosure of an Institutional First Mortgage, or when an Institutional First Mortgagee of record accepts a deed to said condominium unit in lieu of foreclosure, such acquirer of title, its grantees, heirs, successors and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium unit, or chargeable to the former unit owner of such unit, which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses, collectable from all of the unit owners, including such acquirer, his grantees, heirs, successors and assigns. The Institutional First Mortgagee, after acquiring the title, shall be responsible for all common expenses and assessments as the unit owner which shall accrue subsequent to its acquisition of title. This provision may not be amended without the written approval of all institutional mortgagees and the institutional first mortgagee.

c. DEVELOPER. The Developer shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which the first closing of the purchase and sale of any condominium unit within the condominium to a unit owner who is not the Developer, the nominee of the Developer, or a substitute or alternative Developer. Provided, Developer shall be obligated to pay that portion of the common expenses incurred during that period which exceeds the amount assessed against other unit owners. Provided, however, notwithstanding the foregoing, Developer shall be excused from the payment of its share of the common expenses in respect to those units during such period of time that it shall have guaranteed that the assessment for common expenses of the condominium imposed upon the unit owners other than the Developer shall not increase over a stated dollar amount and has obligated itself to pay any amount of common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners.

10. LIEN FOR ASSESSMENT. The unpaid portion of an assessment which is due shall be secured by a lien upon the following:

a. THE APARTMENT unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in the Public Records of Broward County,

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Florida. The Association shall not, however, record such Claim of Lien until the assessment is unpaid for not less than twenty (20) days after it is due. The delinquent apartment unit owner shall be liable to the Association for any costs including reasonable attorneys' fees incurred for the preparation and filing of the Claim of Lien. Such a Claim of Lien shall also secure all assessments which come due thereafter until the Claim of Lien is satisfied. The Lien shall arise in favor of the Association and shall come into effect upon recordation of a Claim of Lien as aforesaid in the Public Records of Broward County, Florida, which lien shall state the description of the condominium parcel, the name of the record owner, the amount due and the date when due. The Lien for all sums due thereafter shall date back to said date, and shall be deemed to be prior to and superior to the creation of any Homestead status for any unit and to any subsequent lien or encumbrance.

b. ALL TANGIBLE PERSONAL PROPERTY located in the apartment unit, except that such lien shall be subordinate to prior bona fide liens of record.

11. COLLECTION. In the event the unit owner does not pay an assessment in a timely manner, the following shall apply:

a. Interest: Application of Payments. Assessments and installments therefor paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before ten (10) days after the date when due shall be in default and shall bear interest at the rate of ten per cent (10%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the common expense account.

b. Suit. The Association, at its option, may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments, or by any other competent proceeding, and in either event the Association shall be entitled to recover in the same action, suit or proceedings, including without limitation the payments which are delinquent at the time of judgment or decree, together with interest thereon at the rate of ten per cent (10%) per annum, and all costs incident to the collection and the action, suit or proceedings, including without limiting the same to reasonable attorneys' fees.

ARTICLE XIV - COMPLIANCE AND DEFAULT

Each apartment unit owner and lessee shall be governed by and shall comply with the terms of the condominium documents and rules and regulations as they may be amended from time to time. A default shall entitle the Association or apartment unit owners to the following relief:

1. REMEDIES IN THE EVENT OF DEFAULT. Failure to comply with any of the terms of the condominium documents and rules and regulations adopted pursuant thereto shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association, or, if appropriate, by an aggrieved apartment unit owner.

2. LIABILITY OF APARTMENT OWNER. All apartment unit owners shall be liable for the expense of any maintenance, repair or

replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

3. ATTORNEYS FEES. In any proceeding arising hereunder because of any alleged default by an apartment unit owner and/or lessee, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be determined by the Court.

4. NON WAIVER OF ENFORCEMENT. The failure of the Association or of an apartment unit 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 Association or apartment unit owner to enforce such right, provision, covenant or condition in the future.

5. ELECTION OF REMEDIES. All rights, remedies and privileges granted to the Association or an apartment unit 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 not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the condominium documents, at law or in equity.

ARTICLE XV AMENDMENT

The Condominium Documents shall be amended in the following manner (except as otherwise provided in Article IX):

1. DECLARATION: Amendments to this Declaration shall be proposed and adopted as follows:

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

b. Approval. A resolution to amend the Declaration may be proposed by either the Board of Directors of the Association or by the apartment unit owners of this condominium. Approval of such amendment must be by not less than seventy-five per cent (75%) of the total votes of the apartment unit owners within this condominium. Apartment unit owners not present at the meeting called to consider a proposed amendment, may express approval thereof in writing or by proxy.

c. Provided. No amendment shall alter any apartment dwelling or the share in the common elements appurtenant to it, nor increase the apartment unit owner's share of the common expenses, unless the record owner of the apart-

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ment unit concerned and all record owners of institutional mortgages on said apartment unit shall join in the execution of such amendment; nor shall an amendment make any change in the Articles entitled "Insurance", "Reconstruction or Repair of Casualty Damage", or "Termination", unless the record owners of all apartment units within the condominium and the holders of all institutional mortgages upon all of the apartment units shall join in the execution of all such amendments.

d. Recording. A copy of each amendment shall be certified in accordance with Florida Statutes, Chapter 718.110, as having been duly adopted, and shall be effective when recorded in the Public Records of Broward County, Florida. Copies of the same shall be sent to each apartment unit owner in the manner elsewhere provided for the giving of notices, but the same shall not constitute a condition precedent to the effectiveness of such amendment.

2. ARTICLES OF INCORPORATION AND BY-LAWS. The Articles of Incorporation and the By-Laws of the Association shall be amended in the manner provided by such documents.

ARTICLE XVI - TERMINATION

The condominium shall be terminated, if at all, in the following manner:

1. VOLUNTARY TERMINATION. The voluntary termination of the condominium may be effected by the unanimous agreement of the unit owners of all the apartment units within this condominium, and the owners of the Institutional Mortgages encumbering said apartments, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Broward County, Florida.

2. INVOLUNTARY TERMINATION. If it is determined in the manner elsewhere provided that the property shall not be reconstructed after "total destruction" by casualty, the condominium plan of ownership shall be terminated, and shall be evidenced by a Certificate of the Association certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

3. OWNERSHIP IN THE EVENT OF TERMINATION. After termination of the condominium, the apartment unit owners shall own the Condominium property as tenants in common in undivided shares and the holders of mortgages and liens against the apartment unit or apartment units formerly owned by such apartment unit owners shall attach to such shares as such shares are set forth in Exhibit C.

4. DISBURSEMENT OF SURPLUS AND INSURANCE PROCEEDS. All surplus attributable to this condominium held by the Association and insurance proceeds, if any, shall be and continue to be held for the apartment unit owners within this condominium. The costs incurred by the Association in connection with the termination shall be a common expense. At the time of termination, the surplus and condominium property, including insurance proceeds, shall be distributed in accordance with the ownership thereof, as set forth in Exhibit C.

5. SALE AFTER TERMINATION. Following termination, the property constituting the condominium may be partitioned and sold

upon the application of any apartment unit owner. If the apartment unit owners of this condominium, following a termination, determine by not less than seventy-five per cent (75%) vote of the apartment unit owners, to accept an offer for the sale of the property, each apartment unit owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors of the Association directs. In such event any action for partition or other division of the property, shall be held in abeyance pending such sale, and upon the consummation thereof, shall be discontinued by all parties thereto.

6. FAILURE TO EXECUTE DOCUMENTS TO SELL. In the event that an apartment owner shall fail or refuse to execute a deed or other document required to effect the aforementioned sale, then and in that event the Association may apply to the Court having jurisdiction of the subject matter and the parties for an Order requiring said party to make a conveyance, release or acquittance of the land and use and all right, title and interest therein, and in the event that said party does not comply therewith, within the time prescribed, the judgment shall be considered to have the same operation and effect as if the conveyance, release or acquittance had been executed in conformance to it, notwithstanding any disability of such party by infancy, lunacy, coverture or otherwise.

7. POWERS OF DIRECTORS IN THE EVENT OF TERMINATION. The members of the Board of Directors, acting collectively as agent for all apartment unit owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

8. USE OF LIMITED COMMON ELEMENTS. In the event of the termination of the condominium as above provided, any exclusive right to use any area constituting limited common elements and which may be an appurtenance to any apartment unit, shall be automatically cancelled and terminated and all limited common elements shall be treated in the same manner as though the same constituted a portion of the common elements as to which no exclusive right to use the same ever existed.

9. OBLIGATIONS AND LIABILITIES OF ASSOCIATION. Upon the termination of the condominium as above provided, the apartment unit owners and/or the owners of the condominium property, notwithstanding any other provision of this Declaration of Condominium or other documents to the contrary, shall cease to be a member of the condominium Association known as COUNTRY VILLAGE CONDOMINIUM ASSOCIATION, INC., and shall have no further right, title or interest by use or otherwise in the assets of said Association, save and except for surplus attributable to the condominium as elsewhere provided, and the roadways for ingress and egress; and upon termination of the condominium, as aforesaid, any duty and/or obligation of the apartment unit owners and/or the owners of the condominium property to the Association for common expenses, assessments or other charges, shall terminate, save and except for such charges, obligations or duties that had arisen prior to the date of the termination of the condominium and the prorata costs as are necessary and expedient in maintaining the roadways utilized by the property for ingress and egress to be determined from time to time by the Association. In the event that said unit owners of the property formerly constituting the condominium shall fail and refuse to pay said roadway maintenance costs, the Association shall have a lien upon the property for

REC 8677 PAGE 912

said expenses enforceable in equity by foreclosure. In the event that said roadways for ingress and egress are a public or dedicated roadway, then and in that event the property and/or the owners thereof shall not be responsible or obligated to the Association for any expenses and charges for said maintenance purposes.

10. UTILITIES. In the event of termination, the owners of the property formerly constituting this condominium shall be required, at their own expense and without contribution from the Association or remaining members, to provide separate utility meters to serve said property, including but not limited to electric, water and sewage meters.

ARTICLE XVII - COVENANT RUNNING WITH THE LAND

All provisions of the condominium documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every apartment unit and the appurtenance thereto. Every apartment unit owner and claimant of the property or any part thereof or interest therein and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

ARTICLE XVIII - MANAGEMENT AGREEMENT

The Association shall have the right to contract for the management and maintenance of the condominium property and to authorize a management agent to assist the association in carrying out its power and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The association shall, however, retain at all times the powers and duties granted by the Condominium Act, including but not limited to, the making of assessments, promulgation of rules, and the execution of contracts in behalf of the Association. Each apartment unit owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including but not limited to:

- a. Adopting, ratifying, confirming and consenting to the execution of said management agreement by the Association.
- b. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by unit owners in the cases provided therefor in said management agreement.
- c. Ratifying, confirming and approving each and every provision of said management agreement, and acknowledging that all of the terms and provisions thereof are reasonable.
- d. Agreeing that the persons acting as Directors and Officers of the Association entering into such Agreement have not breached any of their duties or obligations to the Association.

ARTICLE XIX - INVALIDITY OF TERMS OF DECLARATION

If any term, covenant, provision, phrase or other element of the condominium documents is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever, any other term, provision, covenant, or element of the condominium documents.

ARTICLE XX - CAPTIONS

Captions used in the condominium documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the rest of the condominium documents.

ARTICLE XXI - GENDER, SINGULAR, PLURAL

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

ARTICLE XXII - RIGHTS OF DEVELOPER ASSIGNABLE

All rights in favor of Developer reserved in this Declaration of Condominium and in the Articles of Incorporation and the By-Laws of the Association are freely assignable in whole or in part by Developer and may be exercised by the nominee of Developer and/or exercised by the successor or successors in interest of Developer.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium on this the 24th day of December, 1979.

Signed, sealed and
delivered in the
presence of:

SUNSHINE CANAL CORPORATION,
a Michigan corporation

ATTEST: [Signature]
ROBERT W. CADOTTE,
Secretary

BY [Signature] (SEAL)
RAYMOND S. KALINOWSKI, President

STATE OF MICHIGAN
COUNTY OF WAYNE

BEFORE ME, an officer duly authorized to take acknowledgments, on this day personally appeared RAYMOND S. KALINOWSKI and ROBERT W. CADOTTE, President and Secretary, respectively of SUNSHINE CANAL CORPORATION, a Michigan corporation, who severally acknowledged executing the foregoing Declaration of Condominium freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of December, 1979.

[Signature]
NOTARY PUBLIC

My Commission Expires:

GARY D. GERRINE
Notary Public Oakland County, Mich.
Acting in Wayne County, Mich.
My Commission Expires Aug. 21, 1981

OFF 8677 PAGE 914

EXHIBIT "A"

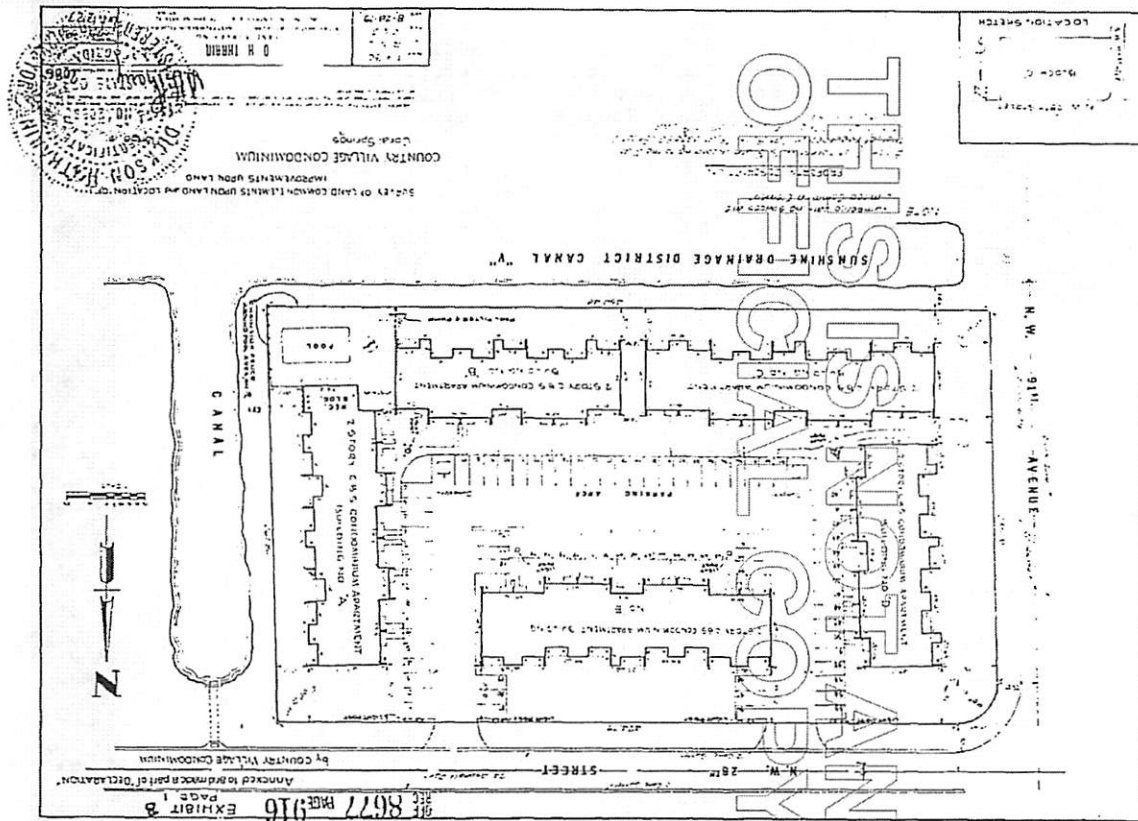
LEGAL DESCRIPTION
COUNTRY VILLAGE CONDOMINIUM

All of Block "C", FOREST HILLS SOUTH,
according to the Plat thereof, recorded
in Plat Book 73, page 50, of the Public
Records of Broward County, Florida.

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EXHIBIT "A"

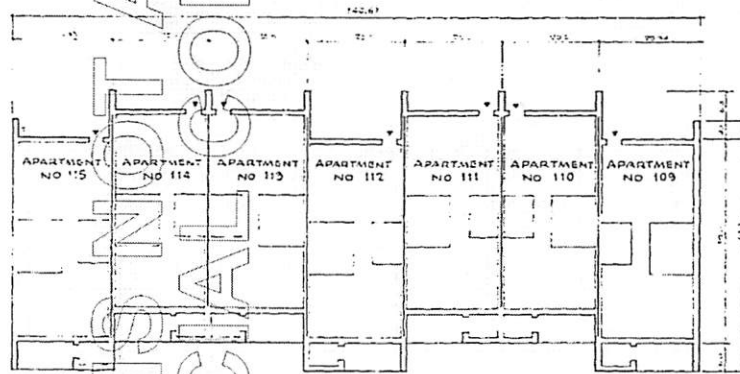
OFF 8677 PAGE 915



OFF REC 8677 PAGE 918

EXHIBIT B
PAGE 3

Amended to and made a part of "DECLARATION"
by COUNTRY VILLAGE CONDOMINIUM



NOTES

The elevations shown herein are in feet
based on the 1985 datum and reference
to datum elevation +12.00 located at
100 M. 21st Street of N.W. 21st Avenue
at the 1985 datum.

The floor of the 7 Apartments
and 2 common areas, having the 1985
datum.

Bottom of 1st floor slab elevation + 13.10
Bottom of 2nd floor slab elevation + 13.10

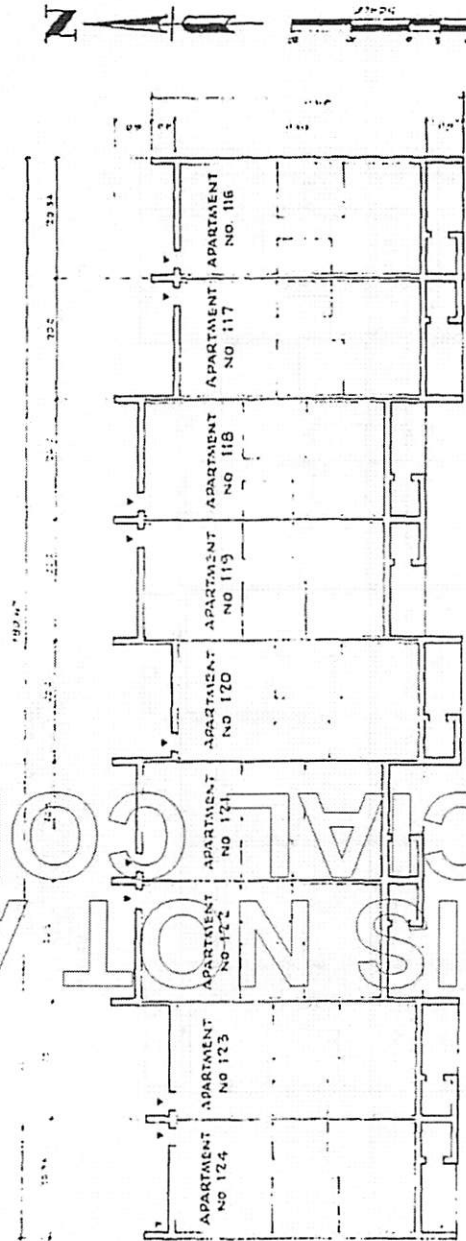
The 7th floor of the 7 Apartments
and 2 common areas, having the 1985
datum.

Bottom of 7th floor slab elevation + 29.80
Bottom of 8th floor slab elevation + 29.80

The 8th floor of the 7 Apartments
and 2 common areas, having the 1985
datum.

| | |
|---|--------|
| COMMON ELEMENTS and LOCATION, and FIRST FLOOR PLAN OF APARTMENTS 109 thru 115, including the FIRST FLOOR COUNTRY VILLAGE CONDOMINIUM | |
| Local Springs | Serial |
| <p>LAND SURVEYOR'S SEAL</p> <p>D. H. 100000</p> <p>LAND SURVEYOR</p> <p>DATE OF SURVEY: 10/10/77</p> <p>SCALE: 1" = 10'</p> <p>BY: R.V.J.</p> <p>DATE: 10/28/77</p> | |
| 70-595 | 227 |

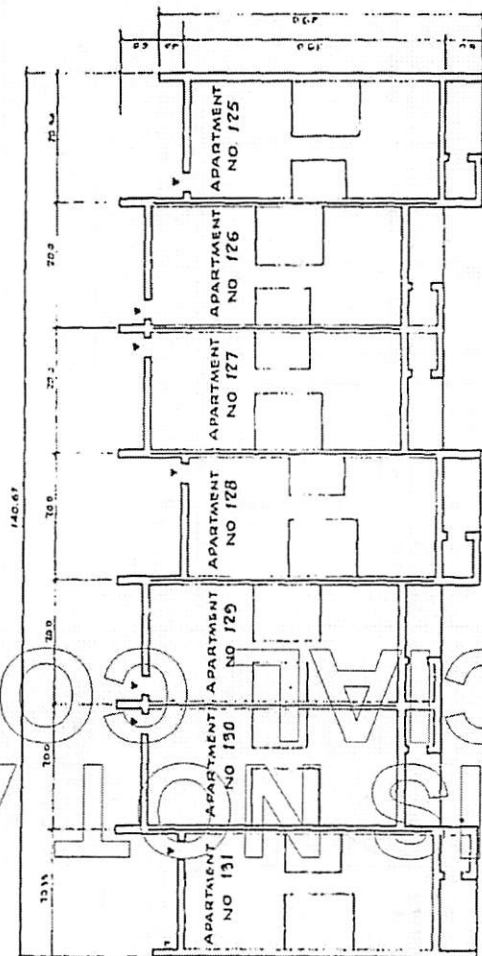
SEE 8677 PAGE 019 EXHIBIT B
PAGE 4
APARTMENTS 116 TO 124 OF
COUNTRY VILLAGE CONDOMINIUM



NOTES:
1. The floor plan shows the location of the units and the common areas. The units are numbered 116 through 124. The common areas are shown in the center of the plan.
2. The floor plan shows the location of the units and the common areas. The units are numbered 116 through 124. The common areas are shown in the center of the plan.
3. The floor plan shows the location of the units and the common areas. The units are numbered 116 through 124. The common areas are shown in the center of the plan.

| | |
|--|-----------------------------|
| COMMON ELEMENTS AND LOCATION OF APARTMENTS 116 TO 124 OF COUNTRY VILLAGE CONDOMINIUM | |
| CORN 5-11-85 | |
| DATE: 5-11-85 | BY: O. H. HARRIS |
| SCALE: 1" = 12' | LAND SURVEYOR: O. H. HARRIS |
| BOOK: 119-036 | PAGE: 227 |

ANNEXED TO AND MADE A PART OF "DECLARATION" by COUNTRY VILLAGE CONDOMINIUM



NOTES

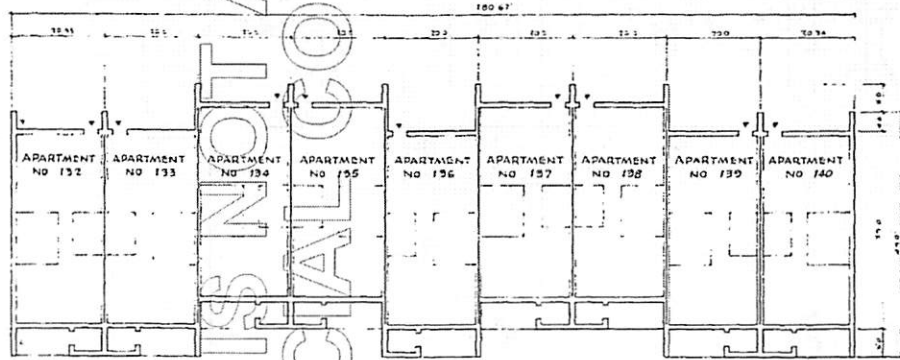
The following information is given based on US Census Bureau and referenced to Breckinridge - Expansion - 1707 located at P.O. Box 22, Institution of New Orleans, LA 70119-0022.

[illegible][illegible]

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EXHIBIT B
PAGE 6

Amended to and made a part of "Declaration"
by COUNTRY VILLAGE CONDOMINIUM



NOTES

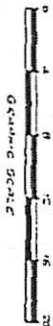
1. The first floor includes 9 apartments and common elements. The following dimensions are shown:
Bottom of lowest floor to top of ceiling: 12' 10"
Bottom of lowest floor to top of ceiling: 12' 10"
The second floor includes 9 apartments and common elements. The following dimensions are shown:
Bottom of lowest floor to top of ceiling: 12' 10"
Bottom of lowest floor to top of ceiling: 12' 10"
The third floor includes 9 apartments and common elements. The following dimensions are shown:
Bottom of lowest floor to top of ceiling: 12' 10"
Bottom of lowest floor to top of ceiling: 12' 10"
The fourth floor includes 9 apartments and common elements. The following dimensions are shown:
Bottom of lowest floor to top of ceiling: 12' 10"
Bottom of lowest floor to top of ceiling: 12' 10"

| | |
|---|--|
| COMMON ELEMENTS AND LOCATION, DIMENSIONS AND AREA OF APARTMENTS 132 THRU 140 UNIT | |
| COUNTRY VILLAGE CONDOMINIUM | |
| Corral Springs | |
| JUL 10 1995 | |
| D. H. THORNTON | |
| LAND SURVEYOR | |
| STATE OF FLORIDA | |
| JUL 10 1995 | |
| 227 | |

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SECOND FLOOR

FIRST FLOOR



GRAPHIC SCALE

| | |
|--|-----------------|
| COMMON INTERESTS AND RESERVATIONS OWNERS OF THE BUILDING COUNTRY VILLAGE CONDOMINIUM | |
| D. H. HARRIS | |
| DATE: 11-11-86 | BY: J. J. JONES |
| WITNESSES: J. J. JONES, J. J. JONES | BY: J. J. JONES |

DEF 8677 PAGE 122 EXHIBIT 8
PAGE 7
Noted to and made a part of "DECLARATION"
by COUNTRY VILLAGE CONDOMINIUM

EXHIBIT B

page 1

Annexed to and made a part of "DECLARATION OF
CONDOMINIUM OF COUNTRY VILLAGE CONDOMINIUM"

SURVEYOR'S CERTIFICATE

THIS CERTIFICATION, made this 28th day of August,
1979, by the undersigned Engineering and Surveying firm, is made
pursuant to the provisions of Section 71.104(")(c) of the 1976
Florida Statute, effective January 1, 1977, and is a certification
that this survey and plot plan, description, floor plans and
other material in connection therewith and the construction
of the improvements is substantially complete so that the material
together with the provisions of the Declaration describing the
condominium property is an accurate representation of the location
and dimensions of the improvements, and that the identification,
location and dimensions of the common elements and of each unit
can be determined by these materials.

D. H. THARIN LAND SURVEYING

BY: D. H. Tharin
DICKSON H. THARIN
Professional Land Surveyor #2086
State of Florida

OFF
REC 8677 PAGE 923

| | | |
|------------------------------|--|----------------------------|
| SCALE OR <u>C.K.</u> | D. H. THARIN LAND SURVEYING 673 B FOREST HILL BOULEVARD WEST PALM BEACH, FLORIDA 33411 WELLINGTON COUNTRY PLAZA TELEPHONE: 653-6182 / 793-1800 | REFERENCES <u>M-227</u> |
| FIELD DATE <u>8-28-79</u> | | JOB NO. <u>79-936</u> |
| | | S- |

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EXHIBIT C
TO
DECLARATION OF CONDOMINIUM OF COUNTRY VILLAGE CONDOMINIUM
EACH UNIT OWNER'S PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS, SHARE
OF COMMON EXPENSE AND DIVISION OF COMMON SURPLUS:

PERCENTAGE OF OWNERSHIP
OF COMMON ELEMENTS, SHARE
DIVISION OF COMMON SURPLUS

All Units Are: 3 Bdr/ 2 1/2 Bth

100.00%

| | | |
|------|---|-----|
| 2.50 | " | 140 |
| 2.50 | " | 139 |
| 2.50 | " | 138 |
| 2.50 | " | 137 |
| 2.50 | " | 136 |
| 2.50 | " | 135 |
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| 2.50 | " | 104 |
| 2.50 | " | 103 |
| 2.50 | " | 102 |
| 2.50 | " | 101 |

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles

of Incorporation of COUNTRY VILLAGE CONDOMINIUM

ASSOCIATION, INC., a corporation not for profit organized under

the laws of the State of Florida, filed on November 14, 1979, as

shown by the records of this office.

The charter number for this corporation is 749781.

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Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
15th day of November, 1979



CER 101 Rev. 5-79

George Firestone
Secretary of State

EXHIBIT D

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ARTICLES OF INCORPORATION

OF

COUNTRY VILLAGE CONDOMINIUM ASSOCIATION, INC.

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 - NAME

The name of the corporation shall be:

COUNTRY VILLAGE CONDOMINIUM ASSOCIATION, INC.

For convenience, the corporation shall be hereinafter referred to as the "Association". The address and principal office of the Association shall be:

c/o Manufacturers National Bank of Detroit

411 West Lafayette
Detroit, Michigan 48226

ARTICLE II - PURPOSE

The general purpose for which this corporation is organized is the operation and management of the following named Condominium:

COUNTRY VILLAGE CONDOMINIUM

The above named Condominium is to be established in accordance with the Condominium Act of the State of Florida, as defined in Florida Statutes Chapter 718, commonly called the "Condominium Act". Said Condominium shall be located upon the following described property, in Broward County, Florida:

(SEE EXHIBIT A, ATTACHED HERETO AND MADE A PART HEREOF)

In the operation and management of said Condominium the Association shall undertake the performance of the acts and duties incident to the administration of the operation and management of said Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles of Incorporation and which may be contained in the formal Declaration of Condominium. The Association shall own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said Condominium. The Association shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III - POWERS

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

1. The Association shall have all of the common law and statutory powers of a corporation not for profit pursuant to Florida Statutes, Chapter 617, and, in addition thereto shall have all of the powers and duties as set forth in Florida Statutes,

(EXHIBIT D)

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Chapter 718, as amended, which are not in conflict with the terms and provisions of these Articles of Incorporation and of the By-laws established for this Association and in the Declaration of Condominium of COUNTRY VILLAGE CONDOMINIUM.

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

(a) To levy and collect assessments from members of the Association to defray the common expenses of the Condominium, as may be provided in said Declaration of Condominium and in the By-laws of this Association, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing, and otherwise trading and dealing with such property, whether real or personal, including private dwellings in the Condominium and in accomplishing the purposes set forth in said Declaration of Condominium.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To maintain, repair, replace and operate the Condominium properties.

(d) To construct improvements after casualty and to further improve the property.

(e) To make and amend regulations respecting the use of the property within the Condominium.

(f) To approve or disapprove of proposed purchasers, lessees, owners and mortgagees of apartments.

(g) To enforce by legal means the provisions of the condominium documents, these Articles, and the By-laws of the Association, and the regulations for the use of the property within the Condominium.

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

(i) To purchase insurance upon the Condominium property and insurance for the protection of the Association, its members and apartment owners.

(j) To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities, including but not limited to recreational facilities, whether or not contiguous to the lands of the Condominium, included to provide for the enjoyment, recreation, or other use or benefit of the members of the Association.

(k) To acquire, operate, lease, manage, dedicate to public use and otherwise trade and deal with property, real and personal, including apartments within the Condominium as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration of Condominium.

(1) To deal with other condominiums or other associations, or representatives thereof on matters of mutual interest, and to levy, collect, and disburse funds from time to time as may be provided in the Declaration of Condominium and By-Laws for the maintenance, repair and replacement of property located within COUNTRY VILLAGE CONDOMINIUM, and/or the property owned by the above referenced condominiums or other associations, notwithstanding the fact that any such property lies outside of the subject property.

3. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Condominium documents; provided however, the Association may dedicate to public use properties owned by the Association when in the discretion of the Directors it shall be deemed advisable.

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

5. The Association shall maintain accounting records according to good accounting practices, which shall be open to inspection by apartment owners at reasonable times. Such records shall include:

(a) A record of all receipts and expenditures.

(b) An account for each apartment which shall designate the name and address of the apartment owner, the amount of each assessment, the dates and amounts in which the assessment comes due, the amounts paid upon the account, and the balance.

ARTICLE IV - MEMBERS

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

1. The owners of all Dwelling Units in said Condominium shall be members of the Association and no other persons or entities shall be entitled to membership, except as provided in Item (6), of ARTICLE IV.

2. Membership shall be established by the acquisition of fee title to a Dwelling Unit, whether by conveyance, judicial decree or otherwise; provided that such acquisition shall be approved in accordance with, and conform to the provisions of these Articles, the Declaration of Condominium, and the By-Laws; and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any Dwelling Unit, except that nothing herein contained shall be construed as terminating the membership of any party who may

own two or more Dwelling Units, or who may own a fee ownership interest in Dwelling Units, so long as such party shall retain title to or a fee ownership interest in any Dwelling Unit.

3. Upon termination of the Condominium administered by the Association, the owners of apartment units within said Condominium and/or the owners of the condominium property shall cease to be members of the Association and shall have no further right, title or interest either by use or otherwise in the common areas or assets of the Association, save and except for surplus attributable to the Condominium; and upon termination of the Condominium, as aforesaid, any duty or obligation of the apartment owners and/or the owners of the condominium property to the Association for common expenses or other charges, shall terminate, save and except for such charges, obligations or duties that had accrued prior to the date of the termination of the Condominium.

4. The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Dwelling Unit. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

5. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Dwelling Unit, which vote may be exercised or cast by the owner or owners of each Dwelling Unit in such manner as may be provided in the By-Laws hereafter adopted by the Association. Should any member own more than one Dwelling Unit, such member shall be entitled to exercise or cast as many votes as he owns Dwelling Units, in the manner provided by said By-Laws.

6. Until such time as a Declaration of Condominium is recorded within which the Association is designated as the "Association", as defined in Florida Statutes, Chapter 718, and the improvements and property described therein are submitted to a plan of condominium ownership, the membership of the Association shall be comprised of the Subscribers to those Articles, each of which Subscribers shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

ARTICLE V - DIRECTORS

1. The Board of Directors shall consist of not less than three (3) nor more than nine (9) directors as shall be determined by the By-Laws and in the absence of such determination shall consist of three (3) directors.

2. Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the By-Laws, except that SUNSHINE CANAL CORPORATION, a Michigan corporation, its successors or assigns, herein referred to as "Developer" for a period of not to exceed 2 years, shall have the right to appoint all the directors who need not be owners or residents of the condominium; provided however, the unit owners may elect directors within such period of time and manner as is required by Florida Statutes, Section 718.301. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

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PAGE 929

3. 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 or until removed are as follows:

RAYMOND S. KALINOWSKI
c/o Manufacturers National Bank of Detroit
411 West Lafayette
Detroit, Michigan 48226

JAMES TUCKER
c/o Manufacturers National Bank of Detroit
411 West Lafayette
Detroit, Michigan 48226

GERALD GABRIEL
c/o Manufacturers National Bank of Detroit
411 West Lafayette
Detroit, Michigan 48226

RICHARD E. MOORE
c/o Manufacturers National Bank of Detroit
411 West Lafayette
Detroit, Michigan 48226

WILLIAM RETHORST, JR.
1840 W. 49th Street, Suite 404
Hialeah, Florida 33012

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ARTICLE VI - OFFICERS

The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors and as provided in the By-Laws. The Board of Directors may employ a managing agent and/or other managerial and supervisory personnel or entities to administer or assist in the administration of the operation or management of this Association and the affairs of the Association, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Association, or a director or officer of the Association, as the case may be. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors, are as follows:

PRESIDENT:

RICHARD E. MOORE
c/o Manufacturers National Bank
of Detroit
411 West Lafayette
Detroit, Michigan 48226

VICE-PRESIDENT:

RAYMOND S. KALINOWSKI
c/o Manufacturers National Bank
of Detroit
411 West Lafayette
Detroit, Michigan 48226

TREASURER:

GERALD GABRIEL
c/o Manufacturers National Bank
of Detroit
411 West Lafayette
Detroit, Michigan 48226

SECRETARY -

JAMES TUCKER
c/o Manufacturers National Bank
of Detroit
411 West Lafayette
Detroit, Michigan 48226

ASSISTANT SECRETARY -

WILLIAM RETHORST, JR.
1840 W. 49th Street, Suite 404
Hialeah, Florida 33012

ARTICLE VII - INDEMNIFICATION

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

ARTICLE VIII - BY-LAWS

The original By-Laws of the Association shall be adopted by a majority vote of the members of the Association present at a meeting of members at which a majority of the membership is present, and thereafter, such By-Laws may be altered or rescinded upon two-thirds of the votes of the entire membership of the Association, pursuant to procedure more particularly set forth in the By-Laws and in such manner as such By-Laws may provide from time to time.

ARTICLE IX - DIVIDENDS AND SURPLUS

There shall be no dividends paid to any of the members, nor shall any part of the income of the Association be distributed to its Board of Directors or officers. In the event there are any excess receipts over disbursements, as a result of performing services, such excess shall be applied against future expenses, etc. The Association may pay compensation in a reasonable amount to its members, directors and officers, for services rendered, confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, shall make distribution to its members or as is ordered by the Court having jurisdiction thereover, and no such payments, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Association shall issue no shares of stock of any kind or nature whatsoever. Membership in the Association and transfer thereof, as well as the number of shares, shall be upon such terms and conditions as provided for in the Declaration of Condominium and By-Laws, and as provided in ARTICLE IV hereinabove.

ARTICLE X - AMENDMENTS

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Dwelling Units in the Condominium whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a Special Meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than fifteen (15) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his Post Office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice, signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting the Amendment or Amendments proposed must be approved by an affirmative vote of the members owning not less than 75% of the Dwelling Units in this Condominium in order for such Amendment or Amendments to become effective. A resolution approving a proposed Amendment must be approved by not less than a majority of the Directors of the Association. Thereupon, such Amendment or Amendments of these Articles of Incorporation shall be transcribed and Certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such Amendment or Amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Broward County, Florida, within ten (10) days from the date on which the same are so registered. At any meeting held to consider such Amendment or Amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented there by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such Meeting.

Notwithstanding the foregoing provisions of this ARTICLE X, until Developer shall have relinquished its right to elect a majority of the Directors of the Association as hereinabove provided, no amendment to these Articles shall be adopted or become effective without the prior written consent of the Developer, its successors or assigns.

ARTICLE XI - TERM

The Association shall have perpetual existence.

ARTICLE XII - SUBSCRIBERS

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

RAYMOND S. KALINOWSKI
411 West Lafayette
Detroit, Michigan 48226

JAMES TUCKER
411 West Lafayette
Detroit, Michigan 48226

WILLIAM RETHORST, JR.
1840 W. 49th Street, Suite 404
Hialeah, Florida 33012


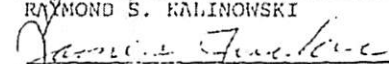
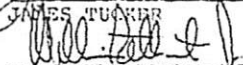
ARTICLE XIII

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation and the name of the initial registered agent of this corporation is:

C-T CORPORATION SYSTEM
100 Biscayne Boulevard
Miami, Florida 33132

IN WITNESS WHEREOF, the subscribers have hereunto affixed their signatures on this 30th day of October, 1979.

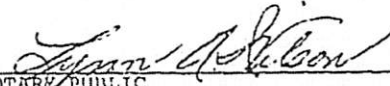
 (SEAL)
RAYMOND S. KALINOWSKI
 (SEAL)
JAMES TUCKER
 (SEAL)
WILLIAM RETHORST, JR.

STATE OF MICHIGAN

COUNTY OF WAYNE

I HEREBY CERTIFY that on this day personally appeared before me, a Notary Public, in and for the State of Michigan, RAYMOND S. KALINOWSKI, JAMES TUCKER who constitute two of the subscribers to the foregoing Articles of Incorporation, and are known to me personally to be such, and they acknowledged before me that the said Articles to be their act and deed, and that the facts stated therein are truly set forth.

WITNESS my hand and official seal in the State and County aforesaid, this 30th day of October, 1979.


NOTARY PUBLIC

LYNN WILSON
Notary Public Macomb County, Mich.
Acting in Wayne County, Mich.
My Commission Expires Nov. 30, 1981

My Commission Expires:

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STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this day personally appeared before me, a Notary Public, in and for the State of Florida, WILLIAM BETHORST, JR., who constitutes one of the subscribers to the foregoing Articles of Incorporation, and is known to me personally to be such, and he acknowledged before me that the said Articles to be his act and deed, and that the facts stated therein are truly set forth.

WITNESS my hand and official seal in the State and County aforesaid, this 1st day of November, 1979.

THIS IS NOT AN
OFFICIAL COPY

[Signature]
NOTARY PUBLIC

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Nov. 9, 1980
Bonded By American Surety Company

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EXHIBIT "A"

LEGAL DESCRIPTION

COUNTRY VILLAGE CONDOMINIUM

All of Block "C", FOREST HILLS SOUTH,
according to the Plat thereof, recorded
in Plat Book 73, page 50, of the Public
Records of Broward County, Florida.

THIS IS NOT AN
OFFICIAL COPY

EXHIBIT "A"

REC 8677 PAGE 035

BY-LAWS
OF
COUNTRY VILLAGE CONDOMINIUM ASSOCIATION, INC.

A corporation not for profit
under the laws of the State
of Florida

I. IDENTITY

1. These are the By-Laws of COUNTRY VILLAGE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, under the laws of the State of Florida, hereinafter called the "Association". The Association has been organized for the purpose of administering the operation and management of the condominium to be established in accordance with the Condominium Act of the State of Florida, to be known as COUNTRY VILLAGE CONDOMINIUM, in which the Association has been designated the Association, as defined in Florida Statutes, Chapter 718, commonly referred to as the Condominium Act.

2. The office of the Association shall be located at the following address:

Country Village Condominium Association, Inc.
c/o Manufacturers National Bank of Detroit
411 West Lafayette
Detroit, Michigan 48226

Or at such place as may be subsequently designated by the Board of Directors of the Association.

3. The fiscal year of the Association shall be the calendar year.

4. The seal of the Association shall bear the name of the Association, the words "a Florida corporation not for profit", and the year of incorporation, an impression of which is as follows:

5. The provisions of these By-Laws are applicable to the administration of said Condominium and the terms and provisions hereof are expressly subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the Declaration of Condominium which will be recorded in the Public Records of Broward County, Florida, at the time said property and improvements now or hereafter situate thereon are submitted to the plan of condominium ownership. The terms and provisions of said Articles of Incorporation and Declaration of Condominium shall be controlling wherever the same may be in conflict herewith.

EXHIBIT E

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II. MEMBERSHIP, VOTING, ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. The qualification of members, manner of their admission to membership and termination of such membership, and voting by members shall be as set forth in Article IV, of the Articles of Incorporation of the Association, the provisions of which are incorporated herein by reference.

Membership in the Association shall be limited to owners of condominium units in the Condominium.

2. The annual members' meeting shall be held at the office of the Association at 8:00 P.M., Eastern Standard Time, on the first Monday in February, of each year, for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Wednesday.

3. Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from one-third (1/3) of the entire membership.

4. Notice of all members' meetings stating the time and place and the objects for which the meeting is called, shall be given by the Secretary or Assistant Secretary unless waived in writing. Such notices shall be in writing to each member at his address as it appears on the books of the Association, and shall be mailed not less than fifteen (15) days nor more than sixty (60) days prior to the date of the meeting. Such notice shall also be posted at a conspicuous place on the condominium property at least fifteen (15) days prior to the meeting. Such notice shall be deemed to be properly given when deposited in the United States mail, addressed as set forth herein, the postage thereon prepaid. Notice of meetings may be waived before or after meetings.

5. Notice of Board of Directors' meetings for the purpose of adopting a budget for the Association, shall be mailed to all members not less than 30 days prior to the meeting at which the budget will be considered, together with a copy of the proposed budget and proposed assessment. The proposed budget and/or assessment shall also be posted in a conspicuous place on the condominium property at least 30 days prior to the meeting of the Board of Directors at which time the budget is to be considered.

6. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such member for the purpose of determining a quorum.

7. The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose. If said apartment is owned by a husband and wife, either one shall have the right to vote without the other, and said certificate need not be filed with the Secretary of the Association.

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8. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-laws, the Declaration of Condominium or where the same may otherwise be required by law, the affirmative vote of a majority of the members represented at any duly called members' meeting at which a quorum is present shall be binding upon the members.

9. Votes may be cast in person or by proxy. Proxies shall be valid only for the specific meeting for which originally given and any legally adjourned meeting thereof, and must be filed with the Secretary before the appointed time of the meeting. 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 apartment owner executing it.

10. The approval or disapproval by an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

11. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time, to a time certain, until a quorum is present.

12. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

- a. Calling of roll and certifying of proxies;
- b. Proof of notice of meeting or waiver of notice;
- c. Reading and disposal of any unapproved minutes;
- d. Reports of officers;
- e. Reports of committees;
- f. Election of inspectors of election;
- g. Election of directors;
- h. Unfinished business;
- i. New business;
- j. Adjournment.

13. Notwithstanding anything herein contained to the contrary, until such time as SUNSHINE CANAL CORPORATION, a Michigan corporation, hereinafter referred to as Developer, voluntarily elects in writing to terminate its right to elect or appoint all or a majority of the directors of the Association, or until September 1, 1981, whichever shall first occur (either of which events being herein referred to as Relinquishment of Control by the Developer), the proceedings of any and all meetings of members of the Association shall have no effect unless expressly approved in writing by all of the Directors of the Association; provided, however, this reserved right to the Developer shall be limited by Florida Statutes, Chapter 718.

III. DIRECTORS

1. The Board of Directors shall consist of no less than three (3) nor more than nine (9) Directors as is determined from time to time by the members. Each member of the Board of Directors, other than the Initial Board, shall be an owner of a condominium apartment unit.

2. Election of Directors shall be conducted in the following manner:

- a. Election of Directors shall be held by the members of the Association immediately preceding the first membership meeting after full relinquishment of control by Developer and annually thereafter; or, in the event Developer shall release its right to elect all of the

Directors of the Association, but shall retain the right to elect some of the Directors of the Association, as soon thereafter as is practical and as designated by the Board.

b. The election shall be by written ballot and by a plurality of the votes cast, each owner of a Dwelling Unit being entitled to cast one (1) vote for each Director to be elected, provided there shall be no cumulative voting.

c. Vacancies in the Board of Directors occurring between annual meetings of members, shall be filled by the remaining Directors.

d. Subject to the provisions of Florida Statutes, Section 718.301, any member 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 unit owners. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten per cent (10%) of the unit owners giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

e. Notwithstanding anything hereinafter contained, until Developer relinquishes control of the Association, as hereinabove provided, the first Directors of the Association shall continue to serve and need not be owners of an apartment, and in the event of vacancies, the Developer shall fill any such vacancies (the Board of Directors thus constituted being herein referred to as the "Initial Board").

3. The organization meeting of a newly elected Board of Directors shall be held 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, and no further notice of the organization meeting shall be necessary.

4. 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 in writing personally or by mail, or telegraph, at least three (3) days prior to the day named for such meeting. Meetings of the Board of Directors shall be open to all unit owners and notices of all meetings of the Board of Directors shall be posted conspicuously on the condominium property, at least 48 hours in advance, except in an emergency. 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 the nature of any such assessments.

5. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of a majority of the Directors. Not less than three (3) days notice of the meeting shall be given to each Director in writing, personally, or by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Notice of special meetings of the Directors shall be provided to all unit owners as provided above for regular meetings of the Board.

6. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.