

This instrument was prepared by:
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Fort Lauderdale, FL 33312

INSTR # 100843434
OR BK 31291 PG 0309
RECORDED 02/20/2001 10:54 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 2005

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM OF
CONCORD VILLAGE CONDOMINIUM XI**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Concord Village Condominium XI, as recorded in Official Records Book 11249 at Page 718 of the Public Records of Broward County, Florida, were duly adopted in the manner provided in the Condominium Documents at a meeting held January 17, 2001.

IN WITNESS WHEREOF, we have affixed our hands this 9 day of Feb., 2001, at Tamarac, Broward County, Florida.

WITNESSES

Sign Shirley Kohn, Sec
Print Shirley Kohn
Sign Paul Kohn
Print PAUL Kohn Board Member

CONCORD VILLAGE CONDOMINIUM XI
ASSOCIATION, INC.

By Irving Bomzer
Irving Bomzer, President
Address: 6751 North University Drive
Tamarac, FL 33321

STATE OF FLORIDA
COUNTY OF BROWARD

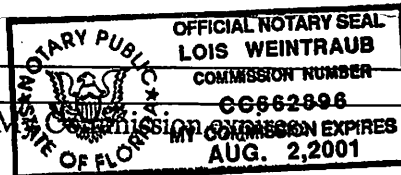
The foregoing instrument was acknowledged before me this 9 day of Feb., 2001, by Irving Bomzer, as President of Concord Village Condominium XI Association, Inc., a Florida not-for-profit corporation.

Personally Known ☒ OR
Produced Identification ☐

Type of Identification _____

NOTARY PUBLIC - STATE OF FLORIDA

sign _____
print _____



Lois Weintraub



CONCORD VILLAGE CONDOMINIUM XI ASSOCIATION INC.

6751 North University Drive • Tamarac, Florida 33321 • Building Six

IMPORTANT

PLEASE BE SURE TO INCLUDE THESE NEW CHANGES INTO

YOUR ORIGINAL DOCUMENTS!!!!

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF CONCORD VILLAGE CONDOMINIUM XI

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

Article XIV, Paragraphs B(1)(a)(i) and B(1)(e), of the Declaration of Condominium are amended to read as follows:

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 as long as the Condominium exists ~~and the building is in useful condition upon the Land, which provisions each Apartment Owner covenants to observe the following provisions:~~

B. Approval by Association. The approval of the Association that is required for the transfer of ownership of Apartments shall be obtained in the following manner:

(1) Notice to Association

(a) Sale.

i. Restrictions on Offers to Sell or Purchase. No offer to sell or purchase shall be made or accepted, no offer to sell or purchase shall be deemed bona fide, and no Notice to the Association of an offer to sell or purchase shall be made or accepted, unless the offer is accompanied by a down payment of not less than fifteen percent (15%) of the sales or purchase price. The source of the down payment cannot originate or come from any bank, insurance company, mortgage broker, lending institution, real estate company, governmental agency, seller or any other person or entity in the business of lending money or real estate. The down payment must be unrestricted and unconditional, no person or entity shall have any right or recourse against the purchaser to recover or recoup all or any portion of the down payment and no property, whether real, personal or intangible, shall serve as security or collateral for the repayment of all or any portion of the down payment. Under no circumstances shall the outstanding indebtedness for the purchase of an Apartment exceed eighty-five percent (85%) of the purchase price. Any offer to sell or purchase that does not comply with this provision shall be void

ab initio and shall be deemed a failure of the proposed purchaser or transferee to facially qualify for membership in the Association, the transfer shall not be made, and the Association shall be relieved from the obligation to purchase the Apartment or to find or designate an alternate or substitute purchaser approved by the Association to purchase the Apartment. The proposed purchaser or transferee shall thereafter not be subject to further financial scrutiny and the Apartment Owner shall not be entitled to require the Association to purchase the Apartment or find or designate a substitute or alternative purchaser. If the proposed sale or other transfer is complete, then the purchaser or transferee shall not be entitled to occupy the Apartment. The seller, Apartment Owner, transferor or transferee, as the case may be, shall not be entitled to make demand upon the Association to purchase the Apartment or to find or designate a substitute or alternative purchaser approved by the Association.

~~(e) — Costs. An Apartment Owner who is required to give notice to the Association under this Article shall pay a reasonable non-refundable fee to the Association in an amount determined by the Rules and Regulations, but not to exceed any maximum amount permitted by the Act, to cover the costs incident to the determination by the Association.~~

The non-refundable 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 Apartment at the time of assessment. Every request for approval of a proposed sale or other transfer, whether by gift, devise, inheritance or otherwise, shall be accompanied by an approval fee, per applicant, in the highest amount permitted by law, or such lesser amount as the Board may, from time to time, determine by duly adopted rule. The approval fee shall be paid with the giving of the notice of transfer, and the notice of transfer shall not be complete unless and until the approval fee is paid. The time frame for approval of the transfer shall not begin to run until all true, correct and completed documentation has been received, including any additional documentation or information reasonably requested by the Association, and the approval fee is paid. In the event payment of the approval fee is in a form other than cash, cashier's check, certified check or money order, payment shall not be deemed received unless and until the funds have cleared.

CONCORD VILLAGE

CONDOMINIUM DOCUMENTS

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4	By-Laws of Condominium Association
5	Estimated Operating Budget
6	Agreement for Sale
7	Plot Plan and Unit Floor Plans
8	Receipt For Condominium Documents
9	Covenants and Restrictions
10	Maintenance Contracts
11	Survey
12	Escrow Agreement
13	Articles of Incorporation of Recreation Association
14	By-Laws of Recreation Association
15	Deed Facsimile
16	Schedule of Units
17	Rules and Regulations

EXHIBIT 1

CONCORD VILLAGE CONDOMINIUM XI

Developed By
UNIVERSITY HOUSING CORPORATION

OFFERING CIRCULAR

THIS OFFERING CIRCULAR CONTAINS IMPORTANT MATTERS
TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY
IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL
REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS
AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS
CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER.
REFER TO THIS OFFERING CIRCULAR AND ITS EXHIBITS FOR
CORRECT REPRESENTATIONS.

IMPORTANT MATTERS TO BE CONSIDERED
IN ACQUIRING A CONDOMINIUM UNIT

THE CONDOMINIUM UNITS IN CONCORD VILLAGE CONDOMINIUM XI ARE BEING CREATED AND SOLD ON A FEE BASIS.

RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE CONDOMINIUM ASSOCIATION.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AND OF THE RECREATION ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. See Article IX of the Articles of Incorporation of the Condominium Association (Exhibit "B" hereto), and Article IX of the Articles of Incorporation of the Recreation Association (Exhibit "D") hereto.

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. See Article XIV of the Declaration of Condominium (Exhibit "A" hereto).

THE STATEMENTS SET FORTH ABOVE ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES AS WELL AS THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS CONTRACT OR PURCHASE AGREEMENT. ALL DISCLOSURE MATERIALS, CONTRACT DOCUMENTS AND BROCHURE MATERIALS ARE IMPORTANT LEGAL DOCUMENTS AND IF NOT UNDERSTOOD, PROSPECTIVE PURCHASERS SHOULD SEEK LEGAL ADVICE.

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GENERAL INFORMATION

CONCORD VILLAGE CONDOMINIUM XI is located in the City of Tamarac, Broward County, Florida, and the Condominium Units therein are being offered for sale by University Housing Corporation, a Florida corporation, subject to the provisions of the Purchase Agreement (Exhibit F). The Developer has not yet recorded the Declaration of Condominium for Concord Village Condominium XI in the Public Records of Broward County, Florida. The Developer shall determine in its sole discretion whether to record the Declaration of Condominium, when binding Purchase Agreements have been entered into for fifty (50%) per cent of the units offered for sale by the Developer in Concord Village Condominium XI or sooner as the Developer determines in its sole discretion. If Developer shall in its sole discretion determine not to record the said Declaration of Condominium, then in that event, the Developer shall return to the Purchaser all deposits paid under the Purchase Agreement, together with interest thereon, if said deposits are held in an interest bearing account. Liability of the Developer shall be limited to the return of Purchaser's deposit(s) made hereunder, together with interest thereon, as provided above, and, in no event, shall Developer be liable to Purchaser for any damages which Purchaser may sustain.

The Condominium will be part of a staged development as below described.

The Condominium will be operated and governed by Concord Village Condominium XI Association, Inc., a Florida corporation not for profit (hereinafter referred to as the "Association"). There will also be a master association - Concord Village Recreation Association, Inc. - which will own and operate the Recreation Area (and Additional Recreation Areas, if and when developed),

as well as certain landscaped areas and open spaces surrounding the Condominiums, and also surrounding other Concord Village Condominiums containing the "Additional Units", as hereinafter described, and constituting the subsequent phases of the Complex, if built.

Concord Village Condominium XI consists of one three-story building containing 48 condominium units. The estimated date of completion is contained in the Purchase Agreement attached hereto as Exhibit F.

The residential building which is part of Concord Village Condominium XI will be constructed of a reinforced concrete slab on interior concrete columns and exterior reinforced masonry bearing walls.

The Developer has reserved the right to lease Condominium units owned by it in Concord Village Condominium XI, and the Developer may continue to lease such Condominium units for as long as the Developer is the owner of record of said units (see Article XXV of the Declaration of Condominium).

The Condominium is part of a proposed Concord Village Condominium complex which is being developed by Developer in stages.

Annexed hereto as Exhibit K is a site plan of the entire complex. The complex, if completed, will contain a total of 543 units, consisting of: a) the 48 Units above described in this Condominium, and b) 57 Units already constructed in Concord Village Condominium I, 396 Units being constructed in Concord Village Condominiums II through X, and an additional 42 Units, all of which will hereinafter be described as the Additional Units. The Additional Units, if constructed, would be contained in 10 additional Condominium buildings on lands adjacent to Concord Village Condominium XI. It is presently anticipated that the buildings containing the Additional Units, if constructed, would be substantially similar in appearance and construction to Concord Village Condominium I.

However, the Developer reserves the right to construct different types of residential housing on other portions of the land constituting the complex. The Additional Units, if built, will be parts of separate Condominiums, which will be operated by separate Associations.

The owners of Additional Units, if Additional Units are constructed, would, if the Developer so elects, also have access to and use of the Recreational Facilities described in this prospectus. At such time as certain of the buildings containing Additional Units are constructed, if they are constructed, various other Recreational Facilities, which will hereinafter be described as the Additional Recreational Facilities, may also be constructed for use of the Unit Owners and the owners of the Additional Units. These Additional Recreational Facilities are described on pages 15 and 16 under Recreational Facilities. The maximum number of Units that may use facilities in common with the owners of Condominium Units in Concord Condominium XI is 543. All of the Recreational Facilities and Additional Recreational Facilities, if constructed, will be owned by the Recreation Association.

Although the buildings shown upon the site plan annexed as Exhibit K are numbered 1 to 12, such buildings will not be constructed in that numerical sequence. For example, the condominium constituting Concord Village Condominium I is reflected upon such site plan as building 4, but was the first building built. The Additional Recreational Facilities are designated upon the site plan as Recreational Facility 1, Recreational Facility 2, Recreational Facility 3 and Recreational Facility 4. Such Additional Recreational Facilities may not be constructed in the numerical sequence above set forth.

A schedule showing the number of units in the Condominium and the number of bedrooms and bathrooms in each unit is attached hereto as Exhibit G.

The Condominium Units are being created and sold on Fee Simple Basis.

Portions of the grassed areas in the complex will serve as natural retention areas to hold rainwater runoff while the same awaits percolation. Such areas are designated "Retention Areas" on the Site Plan annexed hereto as Exhibit K.

RECREATIONAL FACILITIES

The Recreation Association will own recreational and other commonly used facilities which will include:

A. A two-story clubhouse of 11,800 square feet containing:

- 1) An auditorium, including a women's card room containing 4,000 square feet and accommodating 570 persons.
- 2) A crafts room containing 456 square feet and accommodating 9 persons.
- 3) An upstairs lounge and billiard room containing 540 square feet and accommodating 12 persons.
- 4) A downstairs lounge containing 600 square feet and accommodating 40 persons.
- 5) A downstairs men's restroom containing 150 square feet and accommodating 3 persons.
- 6) An upstairs men's restroom containing 85 square feet and accommodating 3 persons.
- 7) A downstairs women's restroom containing 130 square feet and accommodating 3 persons.
- 8) An upstairs women's restroom containing 80 square feet and accommodating 2 persons.
- 9) A downstairs men's sauna and toilet containing 150 square feet and accommodating 5 persons.

10) A downstairs women's sauna and toilet containing 150 square feet and accommodating 5 persons.

11) An exercise room containing 255 square feet and accommodating 12 persons.

12) A hobby room containing 380 square feet and accommodating 10 persons.

13) A kitchen containing 200 square feet and accommodating 4 persons.

14) A men's cardroom containing 610 square feet and accommodating 36 persons.

15) A darkroom containing 75 square feet and accommodating 2 persons.

16) There will be a swimming pool of free form design with the longest and widest dimensions being 57 feet x 32 feet. The pool varies in depth from 3 feet to 6 feet. The pool can accomodate 21 persons. There is also a 14 ft. diameter circular wading pool which varies in depth from 9 inches to 21 inches and accomodates 7 persons, as well as a circular Jacuzzi pool having a diameter of 10 feet, varying in depth from 4 inches to 40 inches and accomodating 8 persons. All pools are located to the northwest of and adjacent to the Condominium Building, and are heated. All pools are completely surrounded by a free form concrete deck of 5,500 square feet which can accomodate 250 persons.

17) There will be six (6) equipped shuffle-board courts.

18) There will be open spaces, portions of which will be landscaped, portions of which will be grassed, and other portions of which will be hard-topped with paving and concrete.

The Developer will spend a minimum of \$40,000.00

in purchasing personal property to furnish the above facilities.

All of the above described Recreational Facilities will be available for use by Unit Owners by August 30, 1979.

RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION (See below).

Additional Recreational Facilities which may be constructed are presently planned respectively to include the following:

Recreational Facility 2 will consist of a .614 acre green space containing a putting green. The approximate amount to be spent by the Developer in constructing this Facility is \$2,000.00.

Recreational Facility 3 will contain a swimming pool and a cabana building. The approximate amount to be spent by the Developer in constructing and equipping this Facility is \$40,000.00.

Recreational Facility 4 will contain a swimming pool and cabana building. The approximate amount to be spent by the Developer in constructing and equipping this Facility is \$40,000.00.

Each of the above swimming pools will be of free form design and will have longest and widest dimensions of approximately 50 feet x 30 feet. Each pool will vary in depth from 3 feet to 6 feet. Each pool will be heated and will be surrounded by a concrete deck measuring a minimum of 5 feet in width. Each pool will accomodate 20 persons and each pool deck will accommodate 100 persons. Each cabana building will contain 300 square feet and accomodate 6 persons.

At the time of completion of each Additional Recreational Facility, the maximum additional cost to each Unit Owner caused thereby during the first annual period of operation

of each such facility is \$50.00.

DEVELOPER RESERVES THE RIGHT TO CHANGE THE NATURE AND CONTENTS OF SUCH ADDITIONAL RECREATIONAL FACILITIES. All REFERENCES TO DIMENSIONS AND CAPACITIES ARE APPROXIMATIONS.

FOR FURTHER INFORMATION RELATIVE TO THE RECREATIONAL FACILITIES, PLEASE REFER TO ARTICLES II, III, IV AND VI OF THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS ANNEXED HERETO AS EXHIBIT N. THE RECREATIONAL FACILITIES AND THE OTHER OPEN SPACES AND LANDSCAPED AREAS APPURTENANT TO CONCORD VILLAGE CONDOMINIUM I ARE NOT COMMON ELEMENTS OF THE CONDOMINIUM, BUT WILL BE OWNED BY THE RECREATION ASSOCIATION FOR THE USE AND BENEFIT OF THE UNIT OWNERS.

CONTROL OF CONDOMINIUM ASSOCIATION

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. (See below).

Pursuant to Article IX of the Articles of Incorporation of the Condominium Association attached hereto as Exhibit B, at such time as Unit Owners other than the Developer own fifteen (15%) per cent or more of the Units that will be ultimately operated by the Condominium Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board of Directors of the Condominium Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Condominium Association.

(a) Three years after fifty (50%) per cent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;

(b) Three months after ninety (90%) per cent of the Units that will be operated ultimately by the Condominium Association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the Condominium Association have been completed, some of them have been conveyed to Purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer shall be entitled to elect at least one member of the Board of Directors of the Condominium Association as long as the Developer holds for sale in the ordinary course of business at least five (5%) per cent of the Units to ultimately be operated by the Condominium Association.

CONTROL OF RECREATION ASSOCIATION

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE RECREATION ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. (See below).

Pursuant to Article IX of the Articles of Incorporation of the Recreation Association attached hereto as Exhibit D, at such time as Unit Owners other than the Developer own fifteen (15%) per cent or more of the Units that will be ultimately operated by the Recreation Association, including all proposed Additional Units, the Unit Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board of Directors of the Recreation Association. Unit Owners other than the Developer are entitled to elect no less than a majority of the members of the Board of Directors of the Recreation Association.

(a) Three years after fifty (50%) per cent of the Units that will be operated ultimately by the Recreation Association have been conveyed to purchasers;

(b) Three months after ninety (90%) per cent of the Units that will be operated ultimately by the Recreation Association have been conveyed to purchasers;

(c) When all the Units that will be operated ultimately by the Recreation Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary sense of business; or

(d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer shall be entitled to elect at least one member of the Board of Directors of the Recreation Association as long as the Developer holds for sale in the ordinary course of business at least two (2%) per cent of the Units to ultimately be operated by the Recreation Association.

RESTRICTIONS

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. See Article XIV of the Declaration of Condominium (Exhibit A).

Occupants of a unit on a permanent basis are limited to persons over the age of 16 years and to two (2) individuals for all one-bedroom units, and four (4) individuals for all two-bedroom units. Individuals in excess of the number provided in the preceding sentence or under the age of 16 years may be permitted to visit and temporarily reside in a unit in the Condominium for periods not to exceed sixty (60) days in total in any calendar year.

No animals of any kind shall be kept in any unit or on any property of the Condominium, except with the written consent of and subject to the Rules and Regulations

adopted by the Recreation Association. For further restrictions relative to the hanging of clothes, treatment of exterior walls, and other matters, each Purchaser should refer to Articles XII and XV of the Declaration of Condominium and the Rules and Regulations of the Condominium.

Use of the Condominium Property and of the Recreational Areas is restricted to appropriate uses of such portions of the properties by Developer, Unit Owners, the Recreation Association, the Condominium Association, their employees, agents, guests and invitees pursuant to the terms of the Declaration of Protective Covenants and Restrictions (Exhibit N hereto).

UTILITY SERVICES FOR THE CONDOMINIUM

Electricity is provided by Florida Power and Light Company.

Water is provided by Tamarac Utilities, Inc.

Sewage disposal is provided by Tamarac Utilities, Inc.

Storm drainage is accomplished by an underground system.

There is a master television antenna wired to each unit.

Telephone service is provided by Southern Bell Telephone and Telegraph Company.

Trash removal services are provided by a private company under franchise from the City of Tamarac.

The Recreation Association will provide twelve (12) hour security patrol services from 7:00 P.M. to 7:00 A.M.

MANAGEMENT

The Condominium Association will manage the Condominium and will supervise or perform, among other things, the following:

E. Unauthorized transactions. Any sale, lease or assignment of lease or other transfer of title that is not authorized pursuant to the terms of this Declaration shall be void, unless subsequently approved by the Association.

XV MAINTENANCE AND REPAIR PROVISIONS

A. By Apartment Owners: Each Apartment Owner will be obligated:

1. To maintain in good condition, to repair and to replace at his expense all portions of his Apartment, including any screening on his balcony, terrace or porch, all window panes and all interior surfaces within or surrounding his Apartment (such as the surfaces of the walls, ceilings and floors); to maintain and to repair the fixtures therein, including the air conditioning equipment; and to pay for any utilities which are separately metered to his Apartment. Every Apartment Owner must perform all maintenance and repair work within his Apartment, as aforesaid, which if not performed would affect the Condominium Property and Concord Village in its entirety or an Apartment belonging to another Apartment Owner. Each Apartment Owner shall be expressly responsible for the damages and liabilities that his failure to perform his abovementioned responsibilities may engender. Each Apartment shall be maintained and repaired in accordance with the building plans and specifications utilized by the Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration.

2. Not to make any alterations in the Buildings or the Common Elements 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 or the Common Elements or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the Building without first obtaining the written consent of the Board.

* 3. Not to paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of the Building, including terraces, balconies, porches, doors or window frames (except for replacing window panes), etc., except for performing routine necessary of terraces, balconies, porches, doors and windows.

4. Not to have any exterior lighting fixtures, mail boxes, window screens, screen doors, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the Building, without first obtaining specific written approval of the Board. The Board shall not grant approval if, in its opinion, the effect of any of the items mentioned herein will be unsightly.

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

6. Not to make repairs to any plumbing or electrical wiring within the Apartment, except by licensed plumbers or electricians. Plumbing and electrical repairs within an Apartment shall be paid for and shall be the financial obligation of the Apartment Owner.

7. To permit any officer of the Association or any agent of the Board to have access to each Apartment from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any Common Element therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Apartment or Apartments, which shall be the irrevocable right of the Association, its officers and agents.

8. In the event any Apartment Owner fails to comply with his obligation or duties hereinabove set forth, the Association, its agents, employees and contractors, upon reasonable notice, shall have the authority to enter upon such Apartment and to perform such work as may be necessary to bring said Apartment into compliance with the provisions of this Declaration. For such purposes, the Association, its agents, employees and contractors are granted an easement over, across and through all portions of said Apartment. The Apartment Owner shall be liable to the Association for the costs of all such work and same shall constitute a special assessment against such Apartment and shall be enforceable as provided herein.

B. By the Association

The responsibility of the Association is as follows:

1. To repair, maintain and replace all of the Common Elements and all exterior surfaces of the Building and Parking Spaces (whether part of the Common Elements or part of the Apartment) and to maintain and repair all landscaping and roadways in or upon the Condominium Property and Concord Village.

2. To maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services, but excluding therefrom appliances, plumbing fixtures, electrical wiring and plumbing pipes within an Apartment.

3. To repair, maintain and replace any and all improvements and facilities located upon the Recreation Area in accordance with the Covenants Declaration.

C. Alterations and Improvements

The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not unreasonably prejudice the rights of any Apartment Owner or any Approved Mortgagee. In the event such changes or improvements unreasonably prejudice the rights of an Apartment Owner or Approved Mortgagee, the consent of such an Apartment Owner or Approved Mortgagee so prejudiced shall be required before such changes or improvements may be made. In any event, approval of the Board shall be submitted for ratification by the affirmative vote of two-thirds (2/3) of all of the Apartment Owners if the cost of the same shall be in excess of ten percent of the annual budget for this Condominium. The cost of such alterations and improvements shall be assessed among the Apartment Owners in proportion to their share of Common Elements.

XVI PROVISIONS FOR COMMON EXPENSES
AND ASSESSMENTS

A. Common Expenses

The Association, by its Board, shall prepare a budget for the operation and management of this Condominium. This budget shall be prepared and adopted in accordance with the Condominium Documents and the Act. That portion of the Recreation Area Expenses (as defined in the Covenants Declaration) allocated by the Recreation Association to the Apartment Owners in this Condominium, together with the amount required pursuant to the approved budget shall constitute the Common Expense. Except as otherwise provided in the Condominium Documents, the Common Expenses, in turn, shall be allocated to each Apartment Owner based upon each Apartment Owner's share of Common Expenses and shall be assessed as the "Annual Assessment". Each Apartment Owner shall be liable for an "Annual Assessment" equal to 1/48 of the Common Expenses as above determined. Notwithstanding the above stated method of allocation, however, each Apartment Owner shall be obligated to pay in addition to the Annual Assessment, such special assessments as shall be levied by the Board against his Apartment either as a result of (a) extraordinary items of expense; or (b) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

B. Assessments

Assessments shall be made and determined as provided herein and in other Condominium Documents. Annual Assessments shall be payable in quarterly installments or in such other installments as the Board may determine (but in no event less frequently than quarterly) and notice shall be given to Apartment Owners in writing ("Assessment Payment Method") of such Assessments, the due dates, and the method of payment.

1. The record owners of each Apartment shall be personally liable, jointly and severally, to the Association for the payment of Annual Assessments and any special assessments levied by the Association and for all costs of collecting delinquent assessments, plus interest and reasonable attorneys' fees as hereinafter provided. In the event of default in the payment of any installment under the Assessment Payment Method used by the Board or a default in payment of a special assessment, the Board may accelerate remaining installments of the Annual Assessment upon notice thereof to the Apartment Owner in default, whereupon, the entire unpaid balance of the Annual Assessment shall become due upon the date stated in the notice (which date shall not be less than ten (10) days after the date of the notice). In the event any special assessment, installment under the Assessment Payment Method or accelerated Annual Assessment is not paid within twenty (20) days after its due date, the Association, through the Board, may proceed to enforce and collect said assessment against the Apartment Owner owing the same in any manner provided for by the Act, including foreclosure and sale.

2. The Association may at any time require Apartment Owners to maintain a minimum balance on deposit with the Association to cover future installments of assessments charged to it or chargeable to it.

3. In connection with assessments, the Association shall have all of the powers, rights, privileges and legal remedies provided for by the Act, specifically including a lien upon each Apartment for any unpaid assessments and interest thereon, together with reasonable attorneys' fees incurred by the Association incident to the collection of assessments and/or enforcement of such lien. Assessments and installments thereof not paid when due shall bear interest from the date when due until paid at the rate of ten (10) per cent per annum (or the highest rate of interest then permissible under the laws of the State of Florida).

4. It is specifically acknowledged that the provisions of Section 718.116(6) of the Act are applicable to the Condominium, and further, in the event an Approved Mortgagee or its designee obtains title to an Apartment by foreclosure or voluntary conveyance in lieu of foreclosure, such mortgagee or designee, its successors and assigns shall not be liable for accrued assessments or Common Expenses prior to its acquisition of title, unless such accrued assessment or Common Expenses is secured by a claim of lien therefor that is recorded prior to the recording of its mortgage.

XVII LIABILITY INSURANCE PROVISIONS

The Board shall obtain liability insurance in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for the Common Elements. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Apartment Owner as a part of the Common Expenses. Said insurance shall include, but not be limited to, legal liability, hired automobile, non-owned automobile and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Apartment Owners as a group to an Apartment Owner. Each Apartment Owner shall be responsible for the purchasing of liability insurance for accidents occurring in his own Apartment and, if the Apartment Owner so determines, for supplementing any insurance purchased by the Association.

XVIII PROVISIONS RELATING TO CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

A. The Association shall obtain casualty insurance with such coverage and in such amounts as it may determine from time to time for the purpose of providing casualty insurance coverage for the Condominium Property, including Fire and Extended Coverage, Vandalism and Malicious Mischief Insurance and, if available, Flood Insurance sponsored by the Federal Government, if necessary, all of which insurance shall insure all of the insurable improvements on or within the Condominium Property, including personal property owned by the Association, in and for the interest of the Association, all Apartment Owners and their Approved Mortgagees, as their interests may appear, with a company (or companies) acceptable to the standards set by the Board. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as part of the Common Expenses. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. The "Lead Approved Institutional Mortgagee", as that term is hereinafter defined, shall have the right to approve the policies and the company (or companies) which are the insurers under the insurance placed by the Association, as herein provided, and the amount thereof. The Association Board shall designate a trustee ("Insurance Trustee") and thereafter from time to time shall have the right to change the Insurance Trustee, provided such Insurance Trustee shall be acceptable to the Lead Approved Institutional Mortgagee. All Insurance Trustees shall be authorized to conduct business in the State of Florida. The term "Lead Approved Institutional Mortgagee" shall mean the Approved Mortgagee holding the first recorded mortgage encumbering an Apartment, and at such time as the aforesaid Approved Mortgagee is not the holder of a mortgage on an Apartment, then the Approved Mortgagee holding mortgages having the highest dollar indebtedness on Apartments in the Condominium shall be the Lead Approved Mortgagee. In the absence of the action of said Mortgagee, the Association shall have the right of approval granted such Mortgagee without qualification.

B. All such insurance policies shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the provisions of this Declaration and the insurance trust agreement. All proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Apartment Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal, or the sufficiency of the policies nor for the failure to collect any insurance proceeds.

C. No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan, unless the same is a distribution made to Apartment Owners and their mortgagees.

D. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the Association, Apartment Owners and Approved Mortgagees under the following terms:

1. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Apartments alone, without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the owners of the damaged Apartments and their Approved Mortgagees, if any, as their interests may appear, and it shall be the duty of these Apartment Owners to use such proceeds to effect necessary the repairs to the Apartments. The Insurance Trustee may rely upon the written statement of the Association as to whether or not there has been a loss to the Apartments alone, the Common Elements, or both, and/or other portions of Concord Village.

2. In the event that a loss of Five Thousand (\$5,000.00) Dollars or less occurs to improvements within one (1) or more Apartments and to improvements within Common Elements contiguous thereto, or to improvements within the Common Elements alone, the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association shall cause the necessary repairs to be made to the improvements within the Common Elements and within the damaged Apartments. In such event, should the insurance proceeds be sufficient to repair the improvements within the Common Elements, but insufficient to repair all of the damage within the Apartments, the proceeds shall be applied first to completely repair all of the damage within the Common Elements, and the balance of the funds ("Balance") shall be apportioned by the Association to repair the damage to the improvements within Apartments, which apportionment shall be made to each Apartment in accordance with the proportion of damage sustained to improvements within said Apartments as estimated by the insurance company whose policy covers such damage. Any deficiency between the Balance apportioned to a damaged Apartment and the cost of repair shall be paid to the Association by a special assessment by the Apartment Owner of such damaged Apartment prior to the commencement of said repairs.

3. In the event that a loss in excess of the sum of Five Thousand (\$5,000.00) Dollars occurs to improvements within one or more Apartments and Common Elements that are contiguous, then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same under the following terms:

(a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, or upon the collection of the necessary funds that are described in part (c) of this subparagraph, then the damaged improvements shall be completely repaired and restored. In this event, the Board shall obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor.

(c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Apartments contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a special assessment against all of the Apartment Owners to obtain any necessary funds to repair and to restore such damage. Such assessment need not be uniform to all apartments, but may be in accordance with such factors as the Board shall consider to be fair and equitable under the circumstances. Upon the determination by the Board of the amount of such special assessment, the Board may immediately levy such assessment against the respective Apartments setting forth the date or dates of payment of the same, and any and all funds received from the Apartment Owners pursuant to such assessments shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph 3(b) immediately preceding.

4. After the completion of and payment for the repair and reconstruction of the damage to the Condominium Property and after the payment of the Insurance Trustee's fee with respect thereto, in the event an excess of insurance proceeds remains in the hands of the Insurance Trustee, then such excess shall be disbursed to the Apartment Owners in accordance with the percentage of ownership of the Common Elements. In the event such repairs and replacements were paid for by any special assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of the repairs were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Apartment Owners in proportion to their contributions by way of special assessment up to the amounts contributed by them, and any balance shall be disbursed to the Apartment Owners as immediately above provided.

5. In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any special assessment, sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds to the payment of its loan.

6. Any provision contained herein for the benefit of any Approved Mortgagee may be enforced by an Approved Mortgagee.

7. Any repair, rebuilding or reconstruction of damaged Condominium Property shall be substantially in accordance with the architectural plans and specifications for the originally constructed Condominium Property, or in accordance with new plans and specifications approved by the Board.

8. The Board shall determine, in its sole and absolute discretion whether damage or loss occurs to improvements within Apartments alone or to improvements within Common Elements and Apartments contiguous thereto.

XIX PROVISIONS RELATING TO PROHIBITION OF FURTHER SUBDIVISION

A. No Apartment or Common Element shall be further subdivided. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Apartment shall be deemed to describe the entire Apartment owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

B. The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration.

XX PROVISIONS RELATING TO SEVERABILITY

If any provision of this Declaration is held invalid, the validity of the remainder of this Declaration, shall not be affected.

XXI PROVISIONS RELATING TO INTERPRETATION

A. Article, paragraph and subparagraph titles in this Declaration are intended only for convenience and for ease of reference, and in no way do such titles define, limit or in any way affect this Declaration or the meaning or contents of any provisions hereof

B. Whenever the context so requires, the use of a gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

C. As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association, whether or not that person actually participates in the Association as a member.

D. In the event any Court should hereafter determine any provisions as originally drafted herein are in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, "measuring lives" shall be those of the incorporators of the Association.

E. Unless otherwise specified in this Declaration or the Articles or By-Laws of the Association, any action which the Association is authorized to undertake may be undertaken by the Board of Directors of the Association or such Committee to which the Board is authorized to and has delegated such powers and duties pursuant to the Articles and By-Laws.

XXII PROVISIONS CONTAINING REMEDIES FOR VIOLATIONS

A. Each Apartment Owner shall be governed by and shall comply with the Act and all of the Condominium Documents and the Rules and Regulations of the Association and the Recreation Association as they may exist from time to time.

Failure to do so shall entitle the Association, the Recreation Association, any Apartment Owner or any Approved Mortgagee holding a mortgage encumbering any Apartment to either sue for injunctive relief, for damages or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Condominium Documents or the Rules and Regulations shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of an Apartment Owner to comply with the terms of the Condominium Documents or the Rules and Regulations, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees, up to and through all trials and appeals, as may be awarded by the Court.

B. The Association, by and through its Board of Directors, may from time to time make, amend and/or enforce Rules and Regulations governing the use of the Condominium Property, so long as those Rules and Regulations are not inconsistent with the provisions of this Declaration and the other Condominium Documents.

XXIII PROVISIONS FOR ALTERATIONS OF APARTMENTS BY DEVELOPER

A. Developer reserves the right to alter the interior design and arrangement of all Apartments owned by Developer and to alter the boundaries between Apartments owned by Developer abutting the altered boundaries (which alterations in Developer's Apartments are hereinafter referred to as the "Alterations").

B. Any Alteration which increases the number of Apartments or alters the boundaries of the Common Elements (other than the interior walls of abutting Apartments owned by Developer) shall require an amendment of this Declaration in the manner herein provided, which amendment shall, if appropriate, adjust the share of the Common Elements, Common Expenses and Common Surplus. In the event that such amendment does not change the shares of the Common Elements, Common Expenses and Common Surplus, such amendment need be signed and acknowledged only by the Developer and need not be approved by the Association, Apartment Owners, or Mortgagees, whether or not such approvals are elsewhere required for an amendment to this Declaration.

XXIV PROVISIONS FOR AMENDMENTS TO DECLARATION

A. Except as to the matters described B, C, D and E, of this Article XXIV, this Declaration may be amended at any regular or special meeting of the Apartment Owners called and held in accordance with the By-Laws, by the affirmative vote of not less than two-thirds (2/3) of the Apartment Owners, provided that any amendment shall also be approved or ratified by a majority of the Board as a whole. An amendment to the Declaration shall be evidenced by a certificate executed by the Association and recorded in accordance with the Act. A true copy of such amendment shall be sent by certified mail by the Association to the Developer and to all Approved Mortgages ("Mailing"). The amendment shall become effective upon the recording of the certificate amongst the Public Records of Broward County, Florida but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30) day period is waived in writing by Developer and all Approved Mortgagees.

B. No amendment of the Declaration shall change, alter or modify the appurtenances to any Apartment, change the proportion or percentage by which the Apartment Owner shares the Common Expenses and owns the Common Surplus and Common Elements nor the Apartment's voting rights in the Association, unless the owners of all affected Apartments

and all recorded owners of liens on such Apartments join in such amendment which shall be evidenced by a certificate joined in and executed by such Apartment Owner or Apartment Owners and all Approved , Mortgagees holding mortgages thereon and recorded in the same manner as provided in paragraph A of this Article XXIV.

C. Whenever it shall appear to the Board that there is a defect, error or omission in the Declaration or other documentation required by law to establish this Condominium, the Association, shall proceed to amend said Declaration pursuant to Sec. 718.304, of the Condominium Act. Upon its approval, the Association shall amend the appropriate documents. A true copy of such amendment shall be sent to each Apartment Owner. The Amendment shall become effective upon the recording of the certificate amongst the Public Records of Broward County, Florida, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty (30) day period is waived in writing by Developer and all Approved Mortgagees.

D. No amendment shall be passed which shall impair or prejudice the rights or priorities of the Developer, the Association or any Approved Mortgagee under this Declaration or the other Condominium Documents without the specific written approval of the Developer, the Association or any Approved Mortgagee affected thereby. Furthermore, no amendment shall be passed which shall alter or affect the obligations to comply with the Covenants contained in the Covenants Declaration without the express written consent of the Developer.

E. The Articles, By-Laws and Covenants Declaration maybe amended as provided in such documents.

XXV PROVISIONS SETTING FORTH THE RIGHT OF
DEVELOPER TO SELL OR LEASE APARTMENTS OWNED
BY IT FREE OF RESTRICTIONS SET FORTH IN
ARTICLE XIV

A. The provisions, restrictions, terms and conditions of Article XIV hereof shall not apply to Developer as an Apartment Owner, and in the event and so long as Developer shall own any Apartments, whether by reacquisition or otherwise, Developer shall have the absolute right to lease, sell, convey, transfer, mortgage or encumber in any way such Apartment upon any terms and conditions as it shall deem to be in its best interests.

B. Developer reserves and shall have the right and easement to enter upon and transact on the Condominium Property and other portions of Concord Village Community any business necessary to consummate the sale, lease or encumbrance of Apartments or other residential units being developed and sold by the Developer or any affiliate of Developer or other entity controlled by the principals of Developer (albeit such residential units may be located in developments other than Concord Village), including the right and easement to maintain models and a sales office, place signs, employ sales personnel, use the Common Elements and show Apartments and including the right to carry on construction activities of all types. Any such models, sales office, signs and any other items pertaining to such sales efforts shall not be considered a part of the Common Elements and shall remain the property of the Developer. This Article XXV may not be suspended, superseded or modified in any manner by any amendment to the Declaration, unless such amendment is consented to in writing by the Developer. This right of use and easement for transaction of business as set forth herein and the provisions of paragraph A of this Article XXV may be assigned in writing by the Developer in whole or in part.

XXVI PROVISIONS RELATING TO
APPROVED MORTGAGEES

A. All Approved Mortgagees as such term is hereinabove defined shall have the following rights:

1. Right to receive notice of meetings of the Condominium Association and Board and any proposed amendment or termination of the Declaration, Articles or By-Laws contemporaneously with notice to the unit owners.

2. Right to inspect the books of Condominium Association.

3. Right to receive all financial reports of the Association at the same time as members.

4. Right to receive notice of substantial damage to the Condominium.

5. Right to attend meetings of the Condominium Association and the Board.

XXVII PROVISIONS RELATING TO ASSOCIATION
TO ACQUIRE INTERESTS AND ENTER INTO
AGREEMENTS AND COVENANTS

The Developer has entered into the Covenants Declaration which may constitute an agreement contemplated by Section 718.114 of the Act. In accordance with the Plan for Development of Concord Village, this document is incorporated herein by reference and hereby made a part hereof.

XXVIII PROVISIONS RELATING TO TERMINATION

A. Because the Condominium is part of the Plan for Development of Concord Village as set forth in Article VIII of this Declaration; because Developer, as owner of the Land, has declared and granted certain use and easement rights to apartment owners in every Concord Village Condominium; and because the Apartment Owners of the Condominium will have certain use and easement rights in certain of the Common Elements of other Concord Village Condominiums, each Apartment Owner, his grantees, successors and assigns, by acceptance of conveyance of title to an Apartment, shall be deemed to consent to such Plan for Development and to covenant and agree to comply with all rights and obligations with respect thereto provided in the Condominium Documents, including any and all easement rights declared and granted thereunder to owners of apartments of other Concord Village Condominiums and the affirmative covenant to pay a proportionate share of the expenses of the Recreation Association, which covenants and agreements shall be covenants running with the Condominium Property and shall not end upon termination of the Condominium, but shall continue and shall be enforceable as provided in paragraph F of this Article XXVIII.

B. In order to preserve the Plan for Development, the preservation of which is acknowledged as being for the benefit of the Condominium Property and Concord Village Community and in the best interests of the Association, the Apartment Owners and their grantees, successors and assigns, it is hereby covenanted and agreed that no termination of this Declaration shall be made for a period of twenty-five (25) years from the date of this Declaration, or if made within such period, will not be effective without the prior written consent to such termination by the Association, Developer and all Approved Mortgagees.

C. In the event the Condominium is terminated in accordance with and pursuant to the provisions of this Declaration, or if such provisions shall not apply for any reason pursuant to law, the Developer declares, and all Apartment Owners by taking title to an Apartment covenant and agree, that the documents providing for such termination shall require (i) that any improvements upon what now comprises the Condominium Property shall be for residential use only and shall contain residential dwelling units of a number not in excess of the number of Apartments in the Condominium and (ii) that, unless otherwise consented to by eighty (80%) per cent of the owners of apartments in each of the Concord Village Condominiums, the Apartment Owners of the Condominium (as tenants in common of the Condominium Property as set forth in paragraph E of this Article XXVII) shall remain obligated to pay their share of the Recreation Area Expenses, which will continue to be allocated to the Condominium Property in the manner provided in the Condominium Documents as fully as though the Condominium were never terminated, and the obligation to make such payments shall be enforceable by all of the remedies provided for in this Declaration, including lien rights on the condominium parcels.

D. This Declaration may be terminated by the affirmative written consent of eighty (80%) per cent of the Apartment Owners and the written consent of all Mortgagees holding mortgages encumbering Apartments in the Condominium, subject to the provisions of Paragraph B above.

E. In the event of the termination of the Condominium, the Condominium Property shall be deemed removed from the provisions of the Act and shall be owned in common by the Apartment Owners, pro rata, in accordance with the percentage each Apartment Owner shares in the Common Elements, as provided in this Declaration; provided, however, each Apartment Owner shall continue to be responsible and liable for his share of Recreation Area Expenses in accordance with the provisions of the Covenants Declaration, and any and all lien rights provided for in this Declaration or elsewhere shall continue to run with the real property designated herein as Condominium Property and shall encumber the respective undivided shares of the Apartment Owners thereof as tenants in common.

IN WITNESS WHEREOF, University Housing Corporation, a Florida corporation, has caused these presents to be signed in its name by its officers and its corporate seal affixed this day of , 197 .

WITNESSES:

UNIVERSITY HOUSING CORPORATION

By: _____
President

Attest: _____
Secretary

(SEAL)

[illegible]

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, and _____, President and Secretary, respectively, of University Housing Corporation to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the same instrument is the act and deed of said corporation.

WITNESS my hand and seal in the County and State last aforesaid
this day of , 197 .

Notary Public

My commission expires:

INDEX TO EXHIBITS TO DECLARATION
OF CONDOMINIUM OF
CONCORD VILLAGE CONDOMINIUM XI

EXHIBIT

- A. Legal Description of Land
- B. Survey of Land, Graphic Description of the Improvements, and Plot Plan (all referred to as "Survey").
- C. Articles of Incorporation of Concord Village Condominium XI Association, Inc.
- D. By-Laws of Concord Village Condominium XI Association, Inc.
- E. Covenants Declaration for Concord Village.

EXHIBIT A

To Declaration of Condominium

LEGAL DESCRIPTION

RESIDENTIAL PROPERTY - BUILDING #6

A PORTION OF PARCEL "A" TOGETHER WITH A PORTION OF PARCEL "R-6" OF THE PLAT OF "GLENEAGLES" AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AT PAGE 14 OF PLAT BOOK NUMBER 82, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH-EAST CORNER OF SECTION 9, TOWNSHIP 49 SOUTH, RANGE 41 EAST; THENCE S. 00° 00' 56" E. ALONG THE EAST LINE OF SAID SECTION 9 A DISTANCE OF 251.29 FEET; THENCE S. 89° 59' 04" W. A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; THENCE S. 00° 00' 56" E. PARALLEL WITH THE EAST LINE OF SAID SECTION 9 A DISTANCE OF 419.68 FEET; THENCE S. 89° 59' 04" W. A DISTANCE OF 32.50 FEET; THENCE N. 00° 00' 56" W. A DISTANCE OF 6.62 FEET; THENCE S. 89° 59' 04" W. A DISTANCE OF 92.50 FEET; THENCE N. 00° 00' 56" W. A DISTANCE OF 12.50 FEET; THENCE N. 89° 59' 04" E. A DISTANCE OF 15.00 FEET; THENCE N. 00° 00' 56" W. A DISTANCE OF 20.00 FEET; THENCE N. 89° 59' 04" E. A DISTANCE OF 45.00 FEET; THENCE N. 00° 00' 56" W. A DISTANCE OF 89.71 FEET; THENCE S. 89° 59' 04" W. A DISTANCE OF 79.00 FEET; THENCE N. 00° 00' 56" W. A DISTANCE OF 20.00 FEET; THENCE S. 89° 59' 04" W. A DISTANCE OF 5.00 FEET; THENCE N. 00° 00' 56" W. A DISTANCE OF 25.00 FEET; THENCE N. 89° 59' 04" E. A DISTANCE OF 29.00 FEET; THENCE N. 00° 00' 56" W. A DISTANCE OF 20.00 FEET; THENCE N. 89° 59' 04" E. A DISTANCE OF 55.00 FEET; THENCE N. 00° 00' 56" W. A DISTANCE OF 176.96 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 106.99 FEET; THENCE S. 24° 35' 56" W. A DISTANCE OF 47.11 FEET; THENCE N. 65° 24' 04" W. A DISTANCE OF 45.00 FEET; THENCE N. 24° 35' 56" E. A DISTANCE OF 27.00 FEET; THENCE S. 65° 24' 04" E. A DISTANCE OF 32.50 FEET; THENCE N. 24° 35' 56" E. A DISTANCE OF 63.74 FEET; THENCE N. 68° 27' 24" E. A DISTANCE OF 13.11 FEET; THENCE S. 89° 01' 50" E. A DISTANCE OF 153.00 FEET TO THE POINT OF BEGINNING. SAID LAND LYING IN BROWARD COUNTY, FLORIDA, AND CONTAINING 0.928 ACRES, MORE OR LESS.

AND

A PORTION OF PARCEL "A" OF THE PLAT OF "GLENEAGLES" AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, ON PAGE 14 OF PLAT BOOK NUMBER 82, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 49 SOUTH, RANGE 41 EAST; THENCE S. 00° 00' 56" E. A DISTANCE OF 307.42 FEET; THENCE S. 89° 59' 04" W. A DISTANCE OF 196.03 FEET TO THE POINT OF BEGINNING; THENCE S. 00° 00' 56" E. A DISTANCE OF 105.13 FEET; THENCE S. 56° 59' 04" W. A DISTANCE OF 13.96 FEET; THENCE S. 33° 00' 56" E. A DISTANCE OF 42.67 FEET; THENCE S. 56° 59' 04" W. A DISTANCE OF 38.67 FEET; THENCE N. 33° 00' 56" W. A DISTANCE OF 4.00 FEET; THENCE S. 56° 59' 04" W. A DISTANCE OF 52.52 FEET; THENCE S. 00° 00' 56" E. A DISTANCE OF 30.65 FEET; THENCE S. 57° 00' 56" E. A DISTANCE OF 52.52 FEET; THENCE N. 32° 59' 04" E. A DISTANCE OF 4.00 FEET; THENCE S. 57° 00' 56" E. A DISTANCE OF 38.67 FEET; THENCE S. 32° 59' 04" W. A DISTANCE OF 95.00 FEET; THENCE N. 57° 00' 56" W. A DISTANCE OF 66.67 FEET; THENCE N. 32° 59' 04" E. A DISTANCE OF 4.00 FEET; THENCE N. 57° 00' 56" W. A DISTANCE OF 48.91 FEET; THENCE N. 00° 00' 56" W. A DISTANCE OF 150.02 FEET; THENCE N. 56° 59' 04" E. A DISTANCE OF 48.91 FEET; THENCE N. 33° 00' 56" W. A DISTANCE OF 4.00 FEET; THENCE N. 56° 59' 04" E. A DISTANCE OF 55.39 FEET; THENCE N. 00° 00' 56" W. A DISTANCE OF 36.32 FEET; THENCE S. 89° 59' 04" W. A DISTANCE OF 8.00 FEET; THENCE N. 00° 00' 56" W. A DISTANCE OF 38.67 FEET; THENCE N. 89° 59' 04" E. A DISTANCE OF 57.67 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, AND CONTAINING 0.684 ACRES, MORE OR LESS.

EXHIBIT B

To Declaration of Condominium

The survey, graphic description of improvements and plot plan required by Florida Statutes Section 718.104 (4) (e) will be annexed hereto upon substantial completion of the condominium, together with the certificate of the Surveyor required therein.

EXHIBIT C

To Declaration of Condominium

See Exhibit 3 to Offering Circular

EXHIBIT D

To Declaration of Condominium

See Exhibit 4 to Offering Circular

EXHIBIT 3

ARTICLES OF INCORPORATION
OF
CONCORD VILLAGE CONDOMINIUM XI ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)

In order to form a corporation not-for-profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

The terms contained in these "Articles" which are contained in the Condominium Act, Chapter 718, Florida Statutes, 1978, shall have the meaning of such terms set forth in such Act, and the following terms will have the following meanings:

1. "Concord Village Community" or "Concord Village" means the name given to the planned development of real property being developed by the Developer in Tamarac, Broward County, Florida.
2. "Concord Village Condominium" means a particular condominium located in the Concord Village Community which is the subject of a particular "Condominium Declaration" (as that term is hereinafter defined).
3. "Developer" means University Housing Corporation, a Florida corporation, and such successors, assigns and successors in title, as defined in the Declaration of Condominium of Concord Village Condominium I.
4. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1978.
5. "Condominium Documents" means in the aggregate the Declaration, these Articles, the By-Laws of this Condominium Association, the Articles and By-Laws of the Recreation Association and the "Covenants Declaration".
6. "Declaration" means the Declaration of Condominium of Concord Village Condominium XI.
7. "Apartment" means unit, as set forth in the Act, and is that portion of the Condominium Property which is subject to exclusive ownership. The Apartments shall be in the improvements defined as the "Building" in paragraph A of Article V herein.
8. "Recreation Association" means Concord Village Recreation Association, Inc., a Florida corporation not for profit, organized to administer Concord Village, having as its members the Apartment Owners.
9. "Association" means Concord Village Condominium XI Association, Inc., a Florida corporation not for profit, the condominium association for this condominium.
10. "Common Expenses" means those expenses for which the Apartment Owners are liable as set forth in various sections of the Act and in the Condominium Documents and includes:

ARTICLES OF INCORPORATION
OF
CONCORD VILLAGE CONDOMINIUM XI ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)

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3. "Developer" means University Housing Corporation, a Florida corporation, and such successors, assigns and successors in title, as defined in the Declaration of Condominium of Concord Village Condominium I.

4. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1978.

5. "Condominium Documents" means in the aggregate the Declaration, these Articles, the By-Laws of this Condominium Association, the Articles and By-Laws of the Recreation Association and the "Covenants Declaration".

6. "Declaration" means the Declaration of Condominium of Concord Village Condominium XI.

7. "Apartment" means unit, as set forth in the Act, and is that portion of the Condominium Property which is subject to exclusive ownership. The Apartments shall be in the improvements defined as the "Building" in paragraph A of Article V herein.

8. "Recreation Association" means Concord Village Recreation Association, Inc., a Florida corporation not for profit, organized to administer Concord Village, having as its members the Apartment Owners.

9. "Association" means Concord Village Condominium XI Association, Inc., a Florida corporation not for profit, the condominium association for this condominium.

10. "Common Expenses" means those expenses for which the Apartment Owners are liable as set forth in various sections of the Act and in the Condominium Documents and includes:

- (a) expenses incurred in connection with the operation, maintenance, repair or replacement of the "Common Elements" (as hereinafter defined), costs of carrying out the powers and duties of the Association, costs of insurance; and
- (b) Concord Village Condominium XI's pro rata share of the taxes, insurance, and other expenses incurred in connection with the operation, maintenance, repair or replacement of the Recreation Area as set forth in the Covenants Declaration (collectively the "Recreation Area Expenses"); and
- (c) any other expenses designated as "Common Expenses" from time to time by the Board of Directors of the Association.

11. "Condominium Property" means the "Land" constituting Concord Village Condominium XI, all improvements thereon, including the Apartments, the Common Elements and all easements and rights appurtenant thereto which are intended for use in connection therewith and specifically includes, as a right appurtenant to said Land, the possessory and use rights set forth in the Covenants Declaration.

12. "Recreation Association" means Concord Village Recreation Association, Inc., a Florida corporation not-for-profit, organized to administer Concord Village, having as its members the Apartment Owners.

13. "Articles" and "By-Laws" means the Articles of Incorporation and By-Laws of this Association.

14. "Board" means the Board of Directors of this Association.

15. "Recreation Area" means the recreation property serving Concord Village Community.

16. "Covenants Declaration" means that certain Declaration of Protective Covenants and Restrictions for Concord Village, recorded among the Public Records of Broward County, Florida, as the same may be amended.

17. "Director" means a member of the Board of Directors of this Association.

18. "Member" means a member of this Association.

ARTICLE I

NAME

The name of this Association shall be CONCORD VILLAGE CONDOMINIUM ASSOCIATION XI, INC., whose present address is 6701 North University Drive, Tamarac, Florida.

ARTICLE II

PURPOSE OF ASSOCIATION

The purpose for which this Association is organized is to maintain, operate and manage Concord Village Condominium XI.

ARTICLE III

POWERS

A. The Association shall have the following powers which shall 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 which are not in conflict with the terms of the Condominium Documents or the Act.

2. The Association shall have all of the powers of a condominium association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including but not limited to, the following:

(a) to enforce reasonable rules and regulations governing the use of Apartments, Common Elements and Condominium Property in Concord Village Condominium XI.

(b) to make, levy, collect and enforce Assessments against Apartment Owners to provide funds to pay for the expenses of the Association under the Condominium Documents and the Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

(c) to maintain, repair, replace and operate the Condominium Property and all personal property owned by the Association in accordance with the Condominium Documents and the Act.

(d) to reconstruct improvements upon the Condominium Property in the event of casualty or other loss;

(e) to enforce by legal means the provisions of the Condominium Documents;

(f) to employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation and management of the Condominium Property and to enter into other agreements consistent with the purposes of the Association, including an agreement as to the management of Concord Village Condominium XI and the Concord Village Community.

ARTICLE IV

MEMBERS

A. The qualification of Members, the manner of their admission to membership in the Association ("Membership"), the manner of the termination of such Membership, and voting by Members shall be as follows:

1. Until such time as Concord Village Condominium XI is submitted to condominium ownership by the recordation of its Declaration, the Membership of this Association shall be comprised solely of the Subscribers ("Subscriber Members") to these Articles; and, in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall

be entitled to cast one vote on all matters requiring a vote of the Membership.

2. Membership in the Association shall be established by the acquisition of ownership of fee title to an Apartment in Concord Village Condominium XI ("Purchaser Member"), as evidenced by the recording of an instrument of conveyance amongst the Public Records of Broward County, Florida, whereupon the Membership of the prior Apartment Owner thereof, if any, shall terminate as to that Apartment. Where title to an Apartment is acquired by conveyance from a party other than the Developer in the case of sale, acquisition, inheritance, devise, judicial decree or otherwise, the person or persons thereby acquiring such Apartment shall not be a Member unless or until such acquisition is in compliance with the Declaration. New Apartment Owners shall deliver a true copy of the deed or other instrument of acquisition of title to the Association.

3. No member may assign, hypothecate or transfer in any manner his Membership or his share in the funds and assets of the Association except as an appurtenance to his Apartment.

4. There shall be only one (1) vote for each Apartment, and if there is more than one (1) owner with respect to an Apartment, as a result of the fee interest in such Apartment being held by more than one (1) person, such owners collectively shall be entitled to only one (1) vote in the manner determined by the Declaration.

ARTICLE V

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI

SUBSCRIBERS

The names and addresses of the Subscribers to these Articles are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Victor de Sousa	6701 North University Drive Tamarac, Florida 33321
David W. Wall	6701 North University Drive Tamarac, Florida 33321
George E. Mills	6701 North University Drive Tamarac, Florida 33321

ARTICLE VII

OFFICERS

A. The affairs of the Association shall be managed by a President, one or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, Assistant

Secretaries and Assistant Treasurers, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, the Vice President, the Secretary, and the Treasurer, and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board, provided, however, such officer may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, the offices of President and Vice President shall not be held by the same person, nor shall the same person hold the office of President who holds the office of Secretary or Assistant Secretary.

ARTICLE VIII

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Victor de Sousa
Vice President/Secretary	David W. Wall
Treasurer	George E. Mills

ARTICLE IX

BOARD OF DIRECTORS

A. The number of Directors on the Board of Directors shall be not less than three (3), nor more than seven (7), as determined by the By-Laws, but shall remain at three (3) until the "Majority Election Meeting" hereinafter defined.

B. The names and addresses of the persons who are to serve as the First Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Victor de Sousa	6701 North University Drive Tamarac, Florida 33321
David W. Wall	6701 North University Drive Tamarac, Florida 33321
George E. Mills	6701 North University Drive Tamarac, Florida 33321

Developer reserves the right to designate successor Directors to serve on the Board until the "Initial Election Meeting" hereinafter defined.

C. Upon the conveyance by Developer of fifteen (15%) per cent of the Total Apartments ultimately to be operated by the Association to Apartment Owners other than Developer ("Purchaser Members"), the Purchaser Members shall be entitled to elect one-third (1/3) of the Board, which election

shall take place at a special meeting of the Membership to be called by the Board for such purpose (the "Initial Election Meeting"). The Developer shall designate the remaining Directors on the Board at the Initial Election Meeting. The Director to be so elected by the Purchaser Members and the remaining Directors to be designated by Developer are hereinafter collectively referred to as the "Initial Elected Board". Subject to the provisions of paragraph D of this Article IX, the Initial Elected Board shall serve until the next Annual Members Meeting, whereupon the Directors shall be designated and elected in the same manner as the Initial Elected Board. The Directors shall continue to be so designated and elected at each subsequent Annual Members Meeting until such time as the Purchaser Members are entitled to elect not less than a majority of the Directors on the Board.

D. Purchaser Members are entitled to elect not less than a majority of the Board upon the happening of any of the following events, whichever shall first occur:

1. Three (3) years after conveyance by Developer of fifty (50%) per cent of the Apartments ultimately to be operated by the Association. Said conveyances shall be evidenced by the recording of instruments of conveyance of Apartments to each of such Purchaser Members amongst the Public Records of Broward County, Florida; or

2. Three (3) months after the conveyance by Developer of ninety (90%) per cent of the Apartments ultimately to be operated by the Association. Said closings shall be evidenced by the recording of instruments of conveyance of Apartments to each of such Purchaser Members amongst the Public Records of Broward County, Florida; or

3. When all of the Apartments ultimately to be operated by the Association have been completed (as evidenced by the issuance of Certificates of Occupancy for all of same) and some have been sold and none of the others are being offered for sale by Developer in the ordinary course of business.

4. When some of the Apartments ultimately to be operated by the Association have been conveyed to purchasers, and none of the others are being constructed or offered for sale by Developer in the ordinary course of business.

Developer shall be entitled to elect at least one (1) member of the Board so long as Developer has for sale in the ordinary course of business at least five (5%) per cent of the Units to be operated by the Association.

E. The election of not less than a majority of Directors by the Purchaser Members shall occur at a special meeting of the Membership to be called by the Board for such purpose (the "Majority Election Meeting").

F. The Initial Election Meeting and the Majority Election Meeting shall be called by the Association, through its Board, within sixty (60) days after the Purchaser Members are entitled to elect one-third (1/3) of the Directors or a majority of Directors, as the case

may be. A notice of meeting shall be forwarded to all Members in accordance with the By-Laws; provided, however, that the Members shall be given at least ten (10) but not more than forty (40) days notice of such meeting. The notice shall also specify the number of directors which shall be elected by the Purchaser Members and the remaining Directors designated by Developer.

G. Upon the earlier to occur of the following events ("Developer's Resignation Event"), the Developer shall cause all of its designated Directors to resign:

(a) When the Developer no longer holds or intends to construct any Apartment in Concord Village Condominium I for sale in the ordinary course of business.

(b) When Developer causes the voluntary resignation of all of the Directors designated by it and fails to designate successor directors within thirty (30) days thereafter.

H. At each Annual Members Meeting held subsequent to the year in which the Developer's Resignation Event occurs, all Directors shall be elected.

I. The resignation of a Director who has been elected or designated by the Developer, and the resignation of an officer of the Association who has been elected prior to the "Majority Election Meeting" shall release, acquit, satisfy, and forever discharge such officer or Director of and from any and all manner of action and actions, cause or causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, or may have, or which any personal representative, successor, heir or assign of the Association or Purchaser Members shall or may have against said officer or Director for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation.

ARTICLE X

INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he or they may become involved by reason of his or their being or having been a Director or Directors or officers of the Association. The foregoing provisions for indemnification shall apply whether or not he or they are Directors or officers at the time such expenses and/or liabilities are incurred. In instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be to the extent provided by the Florida Law.

ARTICLE XI

BY - LAWS

The By-Laws of the Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws.

ARTICLE XII

AMENDMENTS

A. Prior to the recording of the Declaration of Condominium of Concord Village Condominium XI amongst the Public Records of Broward County, Florida, these Articles may be amended by an instrument in writing signed by all of the Subscribers to these Articles and filed in the Office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended, give the exact language of such amendment, and a certified copy of each such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording of any such Declaration.

B. After the recording of the Declaration of Condominium of Concord Village Condominium I amongst the Public Records of Broward County, Florida, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Membership) at which such proposed amendment is to be considered; and

2. Such proposed amendment must be submitted and approved by a vote of two-thirds (2/3) of the Members present at a meeting of the Membership at which a quorum is present and by two-thirds (2/3) of the Directors present at any meeting of the Directors at which a quorum is present. Such votes may be cast by absentee ballot providing such ballots are received by the Secretary at or prior to the meeting for which the vote is scheduled.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration or the Covenants Declaration.

D. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and recorded amongst the Public Records of Broward County, Florida.

E. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, specifically including the rights set forth in Articles IX and X hereof, without the prior written consent therefor of Developer.

ARTICLE XIII

INITIAL REGISTERED AGENT AND
INITIAL REGISTERED OFFICE

The Corporation's initial Registered Agent and
Registered Office in the State of Florida shall be:

ARTHUR J. BERK
1110 Brickell Avenue
Suite 801
Miami, Florida 33131

IN WITNESS WHEREOF, the Subscribers have hereunto
affixed their signatures, this _____ day of _____,
19____.

Victor de Sousa

David W. Wall

George E. Mills

STATE OF FLORIDA)
 :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared VICTOR DE SOUSA, DAVID W. WALL and GEORGE E. MILLS, to me known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures, this ____ day of _____, 197__.

Notary Public

My Commission Expires:

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE
OR PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE
SERVED:

IN COMPLIANCE WITH SECTION 48.091, FLORIDA
STATUTES, THE FOLLOWING IS SUBMITTED:

FIRST - - THAT CONCORD VILLAGE CONDOMINIUM XI ASSOCIATION, INC.
(Name of Corporation)

DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF
THE STATE OF FLORIDA, WITH ITS PRINCIPAL PLACE OF
BUSINESS AT CITY OF TAMARAC,
STATE OF FLORIDA,

HAS NAMED ARTHUR J. BERK
(Registered Agent)

LOCATED AT COURSHON AND BERK, P.A.

1110 Brickell Avenue, Suite 801,
(Street Address)

CITY OF MIAMI, STATE OF FLORIDA,
AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN
FLORIDA.

SIGNATURE _____

TITLE _____

President

DATE _____

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR
THE ABOVE STATED CORPORATION, AT THE PLACE DESIG-
NATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN
THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH
THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER
AND COMPLETE PERFORMANCE OF MY DUTIES.

SIGNATURE _____

Registered Agent

DATE _____

EXHIBIT 4

- (a) Hire, pay and supervise personnel.
- (b) Maintain and repair Condominium property.
- (c) Cause compliance with laws, statutes, ordinances and rules of all appropriate governmental authority.
- (d) Enter into contracts for maintenance, extermination and other services.
- (e) Purchase equipment, tools, etc.
- (f) Cause to be placed or kept in effect all insurance required or permitted by the Declaration of Condominium.
- (g) Maintain financial record books, accounts, etc.
- (h) Determine the budget for the Condominium.
- (i) Deposit funds in bank accounts.
- (j) Retain and employ such professionals and other experts as may be reasonably required.
- (k) Make and collect assessments.
- (l) Exercise powers and rights, as set forth in the Declaration of Condominium; and
- (m) Repair and restore damage resulting from casualty losses, as provided in Articles XV and XVIII of the Declaration of Condominium.

The Recreation Association will own the Recreational Facilities (and Additional Recreational Facilities, if built), certain open spaces and landscaped areas, manage the same and will supervise or perform, among other things the following:

- (a) Hire, pay and supervise personnel.
- (b) Maintain and repair the Recreational Facilities.
- (c) Cause compliance with laws, statutes, ordinances and rules of all appropriate governmental authority.
- (d) Enter into contracts for Recreational Facility maintenance, lawn and landscaping maintenance, Recreational Facility extermination and other services.

- (e) Purchase equipment, tools, etc.
- (f) Cause to be placed or kept in effect all insurance required or permitted upon the Recreational Facilities.
- (g) Maintain financial record books, accounts, etc.
- (h) Determine the budget for the Recreational Facilities and other lands owned by the Recreation Association.
- (i) Deposit funds in bank accounts.
- (j) Promulgate Rules and Regulations for the Condominiums' common elements, limited common elements, Recreational Facilities and units, and enforce same.
- (k) Retain and employ such professionals and other experts as may be reasonably required.
- (l) Make and collect assessments.
- (m) Exercise powers and rights, as set forth in the Declaration of Protective Covenants; and
- (n) Repair and restore damage resulting from casualty losses of the Recreational Facilities.

OWNERSHIP AND BUDGET INFORMATION

Exhibit G hereto identifies each unit in the Condominium and indicates the number of bedrooms and bathrooms in each unit. Additionally, Exhibit G sets forth each unit's share of the ownership of the common elements and each unit's share of the common expenses of the Condominium, which have been apportioned by attributing to each unit an equal share thereof. Any common surplus of the Condominium Association shall be owned by each unit in the same proportion as the unit's percentage ownership interest in the common elements.

The estimated operating budget for the Condominium is attached hereto as Exhibit I, and annexed thereto is

the estimated operating budget for the Recreational Area and other areas owned by the Recreation Association.

PURSUANT TO FLORIDA STATUTES, SECTION 718.116 (d), DEVELOPER HEREBY GUARANTEES TO EACH PURCHASER OF A UNIT IN THIS CONDOMINIUM THAT THE ASSESSMENT FOR COMMON EXPENSES, INCLUDING RECREATION AREA EXPENSES, IMPOSED UPON EACH UNIT FOR EACH MONTH OF THE YEAR 1979 WILL NOT EXCEED THE SUM OF \$75.00 PER MONTH, AND FOR EACH MONTH OF THE YEAR 1980 WILL NOT EXCEED THE SUM OF \$75.00 PER MONTH, AND DEVELOPER OBLIGATES ITSELF TO PAY ALL COMMON EXPENSES IN EXCESS OF SUCH SUM THROUGHOUT SAID CALENDAR YEARS. COMMENCING JANUARY 1, 1981, EVERY UNIT, INCLUDING THOSE OWNED BY DEVELOPER, WILL BE ASSESSED AND REQUIRED TO PAY ITS SHARE OF THE ACTUAL COMMON EXPENSES AS REQUIRED BY THE CONDOMINIUM DOCUMENTS.

THE DEVELOPER MAY BE IN CONTROL OF THE BOARD OF DIRECTORS OF THE CONDOMINIUM ASSOCIATION DURING THE PERIOD FOR WHICH THE BUDGET HAS BEEN RENDERED.

CLOSING COSTS

The Purchaser shall pay the following expenses at the closing:

- (1) Cost of surtax and documentary stamps required to be paid or affixed to the deed, \$.55 per \$500.00, and \$.30 per \$100.00, respectively.
- (2) Recording of deed, \$7.00.
- (3) All costs which any mortgagee requires to be paid, if purchaser obtains a mortgage loan, including but not limited to documentary stamps (\$1.50 per \$1,000), and intangible tax (\$2.00 per \$1,000) for a purchase money mortgage, charges for prepaid interest, escrow for taxes and insurance, charges for abstracting, mortgage title insurance, and all costs and fees incident to the obtaining of or closing on any prior mortgage which purchaser may assume.
- (4) Utility deposits apportioned to the unit and any other proratable items, including estimated real property taxes which will be prorated as of the date the Developer schedules the closing.
- (5) Title insurance policy premium, if title insurance is desired by Purchaser.

The Developer will not assess any closing costs for its benefit. The Developer will only provide the Purchaser with a title insurance policy, if requested by Purchaser and then at the Purchaser's cost.

Closing costs vary depending on whether or not the Purchaser intends to utilize the services of a lending institution to finance a portion of the purchase price of his unit. Closing costs levied by lenders are outside the realm of control of the Developer.

DEVELOPER

The Developer is University Housing Corporation, a Florida corporation. The principal directing the sale of the Condominium units in Concord Village Condominium I is Lon B. Rubin.

Mr. Rubin has been involved in residential development in Florida for the past seven years, and for 13 years prior thereto was involved in residential developments in California, Maryland and Texas.

EXHIBIT 2

DECLARATION OF CONDOMINIUM
OF
CONCORD VILLAGE CONDOMINIUM XI

University Housing Corporation, a Florida corporation (hereinafter referred to as "Developer") as owner in fee simple of the "Land" (as hereinafter defined), hereby makes this Declaration of Condominium of Concord Village Condominium I to be recorded amongst the Public Records of Broward County, Florida, where the Land is located and states and declares:

I SUBMISSION STATEMENT

Developer is the owner of record of the "Condominium Property" hereinafter described and does hereby submit the same to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, 1980 ("Act").

II NAME

The name by which the condominium created hereby (the "Condominium") and the Condominium Property are to be identified is:

CONCORD VILLAGE CONDOMINIUM XI

III LAND

The legal description of the land included in the Condominium Property and submitted herewith to condominium ownership is described in Exhibit A, which is attached hereto and made a part hereof ("Land").

IV DEFINITIONS

The terms contained in this Declaration shall have the meanings given in the Condominium Act and for clarification the following terms have the following meanings:

1. "Concord Village Community" or "Concord Village" means the name given to the planned development of real property being developed by the Developer upon the lands described in Exhibit "A" in Tamarac, Broward County, Florida, and such other lands as may hereafter constitute a portion of such community. The Plan for Development for Concord Village Community is described in Article VIII of this Declaration.

2. "Concord Village Condominium" means a particular condominium located in the Concord Village Community which is the subject of a particular "Condominium Declaration" (as that term is hereinafter defined).

3. "Developer" means University Housing Corporation, a Florida corporation, and such successors, assigns and successors in title as shall acquire all or any portion of or interest in the Land for the purpose of development or sale or both and be designated or described by University Housing Corporation, or a successor Developer as a Developer for the purpose hereof by a written instrument recorded in the Public Records of Broward County, Florida prior to or contemporaneously with such entity's beginning to act as the Developer hereunder. By its terms, any such designation by University Housing Corporation or a successor Developer either may be for specific designated purposes or may be for all purposes, may be subject to such limitations or reservations as University Housing Corporation or such successor Developer may provide in such designation and may also include the right of redesignation by such successor and further successors.

Also, by its terms, any such designation may provide that it shall become effective upon the occurrence of such event or events as shall be specified in such document. Any reference in this Condominium Declaration to a "successor Developer" shall not be construed to limit, modify or affect in any other context the construction of the term "Developer" as defined in this paragraph and is merely so used in a particular context for possible further clarity.

4. "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1978.

5. "Condominium Documents" means in the aggregate this Declaration, the "Articles and By-Laws" of the Condominium Association, the "Articles" and "By-Laws" of the Recreation Association, and the "Covenants Declaration" (as hereinafter defined).

6. "Declaration" means this document.

7. "Apartment" means unit, as set forth in the Act, and is that portion of the Condominium Property which is subject to exclusive ownership. The Apartments shall be in the improvements defined as the "Building" in paragraph A of Article V herein.

8. "Recreation Association" means Concord Village Recreation Association, Inc., a Florida corporation not for profit, organized to administer Concord Village, having as its members the Apartment Owners and Owner of apartments that may be constructed upon the "Additional Acreage" as defined in the Covenants."

9. "Apartment Owner" means unit owner, as set forth in the Act, and is the owner of an Apartment.

10. "Common Expenses" means expenses for which the Apartment Owners are liable as set forth in various sections of the Act and in the Condominium Documents and include the costs of:

a) operation, maintenance, repair or replacement of the "Common Elements" (as hereinafter defined), costs of carrying out the powers and duties of the Association, cost of all insurance maintained by the Association for this condominium; and

b) that portion of the Recreation Area Expenses (as that term is defined in the Covenants Declaration) allocated to the owners of Apartments in this Condominium; and

c) any other expenses designated as "Common Expenses" from time to time by the Board of Directors of the Association.

11. "Condominium Property" means the Land, all improvements thereon, including the Apartments, the Common Elements and all easements and rights appurtenant thereto which are intended for use in connection with the Condominium and specifically include, as a right appurtenant to said Land, the possessory and use rights set forth in the Covenants Declaration.

12. "Common Elements" means all portions of the Condominium Property, not included in the Apartments. Common Elements does not include the Recreation Areas.

13. "Association" means Concord Village Condominium XI Association, Inc., a Florida corporation not-for-profit, having as its members the owners of all Apartments in Concord Village Condominium XI.

14. "Articles" and "By-Laws" means the Articles of Incorporation and the By-Laws of the Association.

15. "Board" means Board of Directors of the Association.

16. "Approved Mortgagee" means a State or Federal Bank or Savings and Loan Association, Insurance Company, Real Estate Investment Trust, Union Pension Fund, Mortgage Banking Company and any "Secondary Mortgage Market Institution", including but not limited to the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other Secondary Mortgage Market Institutions as Developer may approve.

17. "Covenants Declaration" means the Declaration of Protective Covenants and Restrictions for Concord Village Community recorded among the Public Records of Broward County, Florida, as the same may be amended.

18. "Rules and Regulations" means those Rules and Regulations promulgated from time to time by the Board of Directors of the Recreation Association which Rules and Regulations shall be binding upon the owners and occupants of the units and their guests, licensees, and invitees.

V DESCRIPTION OF IMPROVEMENTS

A. The improvements included in the Condominium are described on the "Survey" (as hereinafter defined) and includes one (1) residential multi-family apartment building ("Building"). The Building contains 48 Apartments. The Building is identified by a Roman numeral on the Survey (Reflecting the same number as appears in the name of the condominium). Each Apartment is identified by a three digit Arabic numeral, which is preceded by reference to the building designation (e.g. "1-201"). No Apartment bears the same numeral as any other Apartment.

B. Annexed hereto as Exhibit B and made a part hereof is a survey of the Land, a graphic description of the improvements in which the Apartments are located and a plot plan thereof (all of which are herein referred to as the "Survey"). The Survey shows and identifies thereon the Common Elements and each Apartment and its relative location and approximate dimensions. There is attached to the Survey and made a part hereof a certificate of a surveyor, prepared, signed and in conformance with the requirements of Section 718.104 (4) (e) of the Act. There are reflected on the Survey parking spaces ("Parking Spaces") located on the Condominium Property, which are identified by the Arabic numerals 1 through 91. These Parking Spaces shall be assigned in the first instance by the Developer to the use of a specific Apartment within the Condominium. The method of assignment and any subsequent reassignments is set forth in Article XIII of this Declaration. Unassigned Parking Spaces shall be used for parking by guests or business invitees or licensees of Apartment Owners under regulations promulgated by the Association.

VI UNDIVIDED SHARES IN COMMON ELEMENTS

A. Each Apartment shall have as an appurtenance thereto an undivided 1/48 share of the Common Elements.

B. Each Apartment shall have as an appurtenance thereto the right to use all of the Common Elements and Condominium Property of this Condominium in accordance with the Condominium Documents. In the case of those portions of the Common Element set aside for parking and roadways, this right shall be subject to those provisions contained in Article XIII of this Declaration. The Roadways and Accessways shall be subject to the use easements for the Concord Village Community as set forth in Article X herein and in the Covenants Declaration.

C. Each Apartment includes that part of the Condominium Building which lies within the boundaries of the apartment (Unit). Each Unit has as its boundary lines the interior unpainted walls. All bearing walls within a Unit constitute part of the Common Elements up to the finished unpainted surface of such walls. Walls and partitions, other than bearing walls contained within said boundaries, and the inner decorated or finished surfaces of floors, ceilings and perimeter walls, including paint and wallpaper, are included as part of the Unit. Pipes, wires, conduits or public utility lines running through a Unit which are utilized by or serve more than one Unit and exterior windows and frames, exterior glass sliding doors and frames, and casings are Common Elements.

VII SHARES IN COMMON EXPENSES AND OWNING COMMON SURPLUS

The Common Expenses shall be shared and the "Common Surplus" (as that term is defined in the Act) shall be owned in proportion to each Apartment Owner's percentage of ownership of the Common Elements, provided, however, that the Recreation Area Expenses under the Covenants Declaration shall be allocated as set forth in that document.

VIII PLAN FOR DEVELOPMENT

A. Developer is the developer of Concord Village Community, a portion of which is located upon the lands described in Exhibit "A" attached hereto. Article II of the Covenants Declaration sets forth the Developer's intention with respect to the construction of residential apartment buildings in the Concord Village Community. It is intended that each building or group of buildings be submitted to condominium ownership as separate Concord Village Condominiums by the recording of a Condominium Declaration for each building (or buildings) and their appurtenances. The Developer also intends to set aside a certain land area in Concord Village Community and to construct certain improvements upon such land area for the use of Apartment Owners, which land area and improvements ("Recreation Area") together with "Residential Property" described therein are the subject matter of the Covenants Declaration. The Developer reserves the right to construct additional recreation facilities on areas which Developer may submit to the Covenants Declaration. The Recreation Association shall ultimately be conveyed ownership of the Recreation Areas encumbered by the Covenants Declaration as provided in Article III of the Covenants Declaration. The Developer further declares and intends that easements may be established across, over, under and upon the condominium property of each Concord Village Condominium, the Residential Properties and the Recreational Areas of the Concord Village Community in order to provide means of ingress, egress and for other purposes for the convenience and benefit of members of the Association, and the Recreation Association, their family members, guests, licensees and invitees.

B. The Association shall be the condominium association responsible for the operation of this Condominium. Each Apartment Owner shall be a member of the Association as provided in the Condominium Documents. Copies of the Articles and By-Laws of the Association are attached hereto as Exhibit C and D, respectively, and are hereby made a part hereof.

C. The purpose for which the Association is organized is to: maintain, operate and manage this Condominium, to own, operate, lease, sell, trade and otherwise deal with this Condominium and improvements located therein, all in accordance with the Plan for development as set forth above and in the Condominium Documents.

IX VOTING RIGHTS OF APARTMENT OWNERS

A. The owner or owners, collectively, of the fee simple title of record of each Apartment shall be entitled to one (1) vote per Apartment in the Association as to the matters on which a vote by the Apartment Owners is taken as provided in the Condominium Documents and the Act.

B. The vote of the owners of any Apartment owned by more than one (1) person, a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of such Apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate similarly signed and filed. If such a certificate is not on file, the vote associated with an Apartment where such a certificate is required shall not be considered in determining the requirement for a quorum nor for any other purpose.

X EASEMENTS

A. Easements in favor of Other Concord Village Condominiums

Developer declares that the Apartment Owners and the owners of apartments in each Concord Village Condominium shall have the right to use and enjoy the roadways, walks and other rights-of-way comprising a portion of the Common Elements within this condominium.

B. Perpetual Non-Exclusive Easement to Public Ways

The roadway and parking portions of the Common Elements (to the extent such areas are not assigned to Apartments as Parking Spaces as more particularly described in Article XIII of this Declaration) and any walks or other rights-of-way in this Condominium as shown on the Survey or hereafter located within this Condominium shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement for ingress and egress and access to, over and across the same to public ways, including dedicated streets, which easement is hereby created in favor of all the Apartment Owners in the Condominium and apartment owners in all Concord Village Condominiums now or hereafter existing and the owners of any portion of Concord Village Community for their use and for the use of their family members, guests, invitees, and licensees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended. Notwithstanding anything to the contrary contained in this paragraph, the easements described and set forth in this paragraph are intended to comply with Section 718.104(4)(m) of the Act.

C. Easements and Cross-Easements on Common Elements

Inasmuch as the Condominium constitutes a part of Concord Village Community, the Common Elements of the Condominium shall be and the same are hereby duly declared to be subject to perpetual non-exclusive easements in favor of the balance of Concord Village Community and the owner or owners of any portions thereof, their family members, guests, invitees and licensees, to and from all portions of Concord Village Community for ingress and egress, and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, security, garbage and waste removal and the like. Developer, for itself, and the Association reserves the right to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium and the balance of Concord Village Community.

D. Easement for Encroachments

All the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Condominium Property or improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements. The above easements shall continue until such encroachments no longer exist.

XI PROVISION FOR APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

A. In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Apartment and its appurtenant undivided interest in Common Elements, as now provided by law (herein called the "New Total Tax"), then such New Total Tax shall be paid as a Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included wherever possible in the estimated annual budget of the Association or shall be separately levied and collected as a special assessment by the Association against all of the owners of all Apartments. Each Apartment Owner shall be assessed by and shall pay to the Association a percentage of the New Total Tax equal to that Apartment Owner's percentage interest in the Common Elements. In the event that any New Total Tax shall be levied, then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Apartment and its appurtenant undivided interest in Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrance, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Apartment and its appurtenant undivided interest in Common Elements. The payment by an apartment owner of his pro rata share of such tax shall entitle said owner to be released from any further liability therefor.

B. All personal property taxes levied or assessed against personal property owned by the Association shall be paid by said Association and shall be included as a Common Expense in the annual budget of the Association.

XII OCCUPANCY AND USE RESTRICTIONS

A. The Apartments shall be used for single-family adult residences only. No separate part of an Apartment may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No Apartment may be rented for a term of less than nine (9) months. No children under the age of sixteen (16) shall be permitted to reside in any of the Apartments on a permanent basis or for a period of time which exceeds a total of sixty (60) days per calendar year. Children under the age of sixteen (16) shall be permitted to visit and temporarily reside in any Apartment for a period of time not to exceed sixty (60) days per calendar year.

B. An Apartment Owner shall not permit or suffer anything to be done or kept in his Apartment which will: increase the insurance rates on his Apartment, the Common Elements or any portion of Concord Village; obstruct or interfere with the rights of other Apartment Owners or the Association; or annoy other Apartment Owners by unreasonable noises or otherwise. An Apartment Owner shall not commit or permit any nuisance or illegal act in his Apartment, on the Common Elements or any portion of Concord Village.