

This instrument was prepared by:
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3111 Stirling Road
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

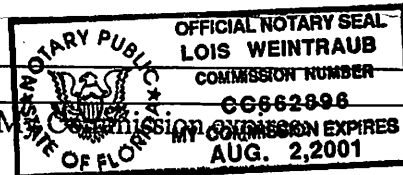
The foregoing instrument was acknowledged before me this 9 day of Feb., 2001, by Irving Bomzer, as President of Concord Village Condominium XI Association, Inc., a Florida not-for-profit corporation.

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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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)

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

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.

C. An Apartment Owner other than Developer shall show no sign, advertisement or notice of any type on the Common Elements, other portions of Concord Village areas or in or upon his Apartment and shall erect no exterior antennae or aerials upon any portion or part of his Apartment, the Common Elements or other portions of Concord Village.

D. Occupancy of an Apartment, as to permanent residents, is restricted to four persons over the age of 16 years for a two bedroom Apartment and two persons over the age of 16 years for a one bedroom Apartment. Individuals in excess of said number may be permitted to visit and temporarily reside in an apartment for periods not to exceed sixty (60) days in total in any calendar year.

E. Except as provided under the Rules and Regulations, an Apartment Owner shall not keep any pet in his Apartment, nor keep any other animals, livestock or poultry nor may any of the same be raised, bred or kept upon any portion of the Condominium Property or other portions of the Concord Village Community. No clothesline or other similar device shall be allowed in any portion of the Condominium Property. No trucks or other commercial vehicle shall be permitted on any portion of the Condominium Property, except for the furnishing of goods and services to the condominium property and its residents, and then only in accordance with the Rules and Regulations.

XIII TRANSFER OF PARKING SPACES

The following provisions will be applicable to the transfer and assignment of the Parking Spaces:

A. Assignment of Parking Spaces

1. The Developer has the right to assign the use of a particular Parking Space to a particular Apartment at the time the Apartment is originally acquired from the Developer. The assignment of use shall be made by describing the particular Parking Space by reference thereto in a document entitled "Assignment of Use of Parking Space" which shall be delivered at the same time as the Condominium Warranty Deed to the Apartment. The Association shall maintain a book ("Book") for the purpose of listing each assignee of each Parking Space and the transfers thereof. Upon assignment of such Parking Space by Developer, the Developer shall cause the Association to record its assignment in the Book, and the owner of the Apartment to which its use is assigned shall have the exclusive right to the use thereof. The parking space shall thereupon be appurtenant to said Apartment and shall be deemed encumbered by and subject to any mortgage or any claim thereafter encumbering said Apartment. Upon conveyance or passing of title to the Apartment to which the said assignment of Parking Space has been made, the Apartment Owner making the conveyance of title shall execute a notice of transfer to the Association which shall thereupon cause to be executed in the name of the grantee or transferee of such Apartment a new document entitled "Assignment of Use of Parking Space" and record the transfer in the Book.

2. The Assignment of Use of Parking Space shall be a written instrument signed by any two (2) officers of the Association which shall describe the Parking Space to be assigned, the name of the transferee and the transferee's Apartment number which shall thereupon be recorded in the Book.

3. In the event any Parking Spaces have not been assigned to the use of any particular Apartment, such Parking Spaces may be assigned, used or leased on such terms and conditions as the Board may from time to time determine; provided that a portion of the Parking Spaces shall always be kept for providing guest parking.

B. Restrictions on Separate Transfer of Parking Spaces

A Parking Space may be separately transferred only upon the following conditions:

1. The use of a Parking Space may be transferred by an Apartment Owner to another Apartment Owner within the Condominium; provided that the transferor shall execute a written assignment which shall describe the identification number of the Parking Space, the Apartment to which it was appurtenant, the name of the transferee and the transferee's Apartment and shall furnish the same to the Association which shall record such transfer in the Book.

2. Notwithstanding any of the provisions contained in subparagraph B.1 of this Article XIII immediately above, no Parking Space which is encumbered by a mortgage held by an "Approved Mortgagee" shall be transferred without the written consent and authorization of such Approved Mortgagee.

C. Restrictions on Use of Parking Spaces

No boats, trailers or campers may be parked at any time on the Condominium Property except as provided under the Rules and Regulations or as the Association may otherwise provide. The Association shall have the right to authorize the towing away of any vehicles which violate this Declaration or the Rules and Regulations of the Association, with costs to be borne by the owner or violator.

D. One Parking Space to Every Apartment

Notwithstanding any provisions herein contained as to transfers of Parking Spaces, every Apartment shall have at least one (1) Parking Space, and no transfer shall be made which shall deprive any Apartment of its one (1) Parking Space.

XIV MAINTENANCE OF COMMUNITY INTERESTS

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:

A. Transfers subject to Approval.

(1) Sale. No Apartment Owner may dispose of an Apartment or any interest in an Apartment by sale without approval of the Association, except to the owner of another Apartment.

(2) Lease. No Apartment Owner or lessee of an Apartment may dispose of an Apartment or any interest in an Apartment by lease without approval of the Association, except to the owner of another Apartment.

(3) Gift. If any Apartment Owner shall acquire his title by gift, the continuance of his ownership of his Apartment shall be subject to the approval of the Association.

(4) Devise or Inheritance. If any Apartment Owner shall acquire his title by Devise or Inheritance, the continuance of ownership of his Apartment shall be subject to the approval of the Association.

(5) Other Transfers. If any Apartment Owner shall acquire his title in any manner not considered in the foregoing subsections, the continuance of his ownership of his Apartment shall be subject to the approval of the Association.

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. An Apartment Owner intending to voluntarily transfer title ("Sale") to an Apartment or any interest in it shall give to the Association notice of that intention, together with the name and address of intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require.

(b) Lease. An Apartment Owner intending to make a bona fide lease for valuable consideration of an Apartment or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended lessee such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease. The Association may require the use of a uniform lease. All of the provisions of this Declaration and the exhibits annexed hereto shall be applicable to and enforceable against any person occupying an Apartment as a tenant to the same extent as against an Apartment Owner and shall constitute a covenant upon the part of each tenant to abide by this Declaration, the exhibits annexed hereto and the Rules and Regulations. All leases shall contain a designation of the Association, as the Apartment Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violation by the tenant of such covenants, and this provision shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

(c) Gift; Devise or Inheritance; Other Transfers. An Apartment Owner intending to make a gift of an Apartment or any interest in an Apartment, and an Apartment Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously approved by the Association, shall within thirty (30) days of said gift, devise or inheritance or other transfer, give to the Association notice of the proposed gift or of the acquiring of title, together with such information concerning the transferee as the Association may reasonably require, and a certified copy of the instrument evidencing the transferee's title.

(d) Failure to Give Notice. If the above-required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an Apartment the Association, at its election and with notice to the transferee, may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of that disapproval.

(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.

(2) Certificate of Approval.

(a) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of the notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form. The certificate shall be attached to the deed of conveyance and recorded in the public records of Broward County, Florida.

(b) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of the notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association which shall be delivered to the lessee.

(c) Gift; Devise or Inheritance; Other Transfers. If the notice is of an intended gift or the Apartment Owner giving notice has acquired his title by gift, devise or inheritance or in any other manner not previously approved by the Association, then within thirty (30) days after receipt of the notice and information the Association must either approve or disapprove the donee or the continuance of the transferee's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form. The certificate shall be recorded in the public records of Broward County, Florida at the expense of the Apartment owner.

(3) Approval of Corporate Owner or Purchaser. Since the Condominium may be used only for residential purposes and a corporation cannot occupy an Apartment for that use, the approval of ownership of an Apartment by a corporation may be conditioned by requiring that all persons occupying the Apartment be approved by the Association.

(4) Approval not unreasonably withheld. The Association shall not unreasonably withhold its approval of a prospective sale, lease or gift, or of a devise, inheritance, or other transfer, and shall only object thereto for good cause. The reasons for disapproval need not be specified.

(C) Disapproval by the Association. If the Association shall disapprove a transfer of ownership or lease of an Apartment, the matter shall be treated in the following manner:

(1) Sale. If the proposed transaction is a sale then within thirty (30) days after receipt of the notice and information the Association Board shall deliver or mail by certified mail to the Apartment Owner the Association's Certificate of Disapproval and the sale shall not be made.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of the notice and information, the Apartment Owner shall be advised in writing of the disapproval and the lease shall not be made.

(3) Gifts; devise or inheritance; other transfer. If the notice is of a proposed gift, then within thirty (30) days after receipt of the notice the Apartment Owner shall be advised in writing of the disapproval and the gift shall not be made. Any attempted gift to a party who is not approved by the Association shall be void.

If the Apartment Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner than by Sale, then within thirty (30) days after receipt from the Apartment Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the Apartment Owner an agreement signed by a purchaser approved by the Association or by the Association itself and obligating the purchaser or Association to buy the Apartment upon the terms hereafter stated, and the Apartment Owner shall be obligated to sell the Apartment to such purchaser upon such terms and conditions, which are:

(a) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Apartment. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser and seller equally in equal shares.

(b) The purchase price shall be paid in cash or upon terms approved by the seller.

(c) The transaction shall be closed within thirty (30) days following the determination of the sale price or receipt by Purchaser of the abstract, whichever is later.

(d) State surtax and documentary stamps which are required to be affixed to the instrument of conveyance, the cost of recording any corrective instruments, intangible tax upon and the cost of recording the purchase money mortgage, if any, shall be paid by the Seller. Documentary stamps to be affixed to the note or notes secured by the purchase money mortgage, if any, and the cost of recording the deed shall be paid by the Purchaser.

(e) Taxes, assessments, hazard insurance, mortgage guarantee insurance, interest, utilities, rents and other expenses and revenue of said property shall be prorated as of date of closing.

(f) Seller shall furnish to the Purchaser at time of closing an affidavit attesting to the absence of any claims of lien or potential lienors known to the Seller and further attesting that there have been no improvements to the subject property for 90 days immediately preceding the date of closing. If the property has been improved within said time, the Seller shall deliver releases or waiver of all mechanics liens, executed by general contractors, sub-contractors, suppliers and material men, and in addition, a Seller's mechanic lien affidavit setting forth the names of all such general contractors, sub-contractors, suppliers and material men and further reciting that in fact all bills for work to the subject property which could serve as the basis for a mechanic's lien have been paid.

(g) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Broward County, Florida, at the expense of the Apartment Owner.

(h) Not later than thirty (30) days after receipt by the Apartment Owner of the Agreement signed by a Purchaser described above in this Article, the Apartment Owner shall, at his expense, deliver to such Purchaser an Abstract of Title to the Apartment, continued to date. Should such Apartment Owner fail to deliver such Abstract to such Purchaser within such thirty (30) day period, such Purchaser shall have the privilege of obtaining his own abstract of title and charging the cost thereof to the Apartment Owner. Should such Abstract of Title reveal any encumbrances or matters of record affecting title to the Apartment, other than those encumbrances and other matters of record common to all of the Apartments in the Condominium, the Apartment Owner shall use due diligence to cure such defects and shall have a period of up to ninety (90) days to so do. Should such Apartment Owner fail to cure such defects within such ninety (90) day period, the purchaser shall have the option to: (i) accept title in its existing condition, (ii) cure such defects at the expense of the Apartment Owner, or (iii) terminate the Agreement of Purchase and Sale. At closing, title shall be conveyed by a statutory warranty deed subject only to taxes for the year of closing, those encumbrances and matters of record common to all of the Apartments in the Condominium, and those other matters which the Purchaser is willing to accept.

(4) Failure to Notify. In the event the Association shall fail to notify the Apartment Owner of its disapproval within thirty (30) days of receipt of the notice and information from the Apartment Owner, then the proposed transaction or transfer shall be deemed approved and the Association shall furnish a certificate of approval as elsewhere provided, and such certificate shall be recorded in the public records of Broward County, Florida, at the expense of the transferee.

D. Exceptions. The foregoing provisions of this section XIV entitled "Maintenance of Community Interests" shall not apply to:

(1) a transfer to or purchase by an Approved Mortgagee or its designee that acquires its title as the result of owning a mortgage upon the Apartment concerned, whether the title is acquired by deed from the Mortgagor, its successors or assigns, or through foreclosure proceedings;

(2) a transfer, sale or lease by Approved Mortgagee or its designee acquired its title;

(3) a transfer to a purchaser who acquires the title to an Apartment at a duly advertised public sale with open bidding that is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale;

(4) a lease to, or transfer to, or a purchase, or other acquisition by Developer, nor to a lease, sale or other transfer by Developer; or

(5) a transfer, sale or lease by an Apartment Owner to a member of his immediate family. "Immediate family" is defined as a parent, child, or spouse.

BY-LAWS
OF
CONCORD VILLAGE CONDOMINIUM XI ASSOCIATION, INC.

Section 1. Identification of Association

These are the By-Laws of CONCORD VILLAGE CONDOMINIUM XI ASSOCIATION, INC. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering "Concord Village" and the "Recreation Areas" therein in Tamarac, Broward County, Florida.

1.1 The office of the Association shall be for the present at 6701 N. University Drive, Tamarac, Florida 33321, and thereafter may be located at any place in Broward County, Florida, designated by the Board.

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

1.3 The seal of the corporation shall bear the name of the corporation; the word "Florida" and the words "Corporation Not-For-Profit".

Section 2. Definitions

All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes, ("The 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 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 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 or 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 these By-Laws to a "successor Developer" shall not be construed to limit, modify or effect 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. "Apartment" means unit, as set forth in the Act, and is that portion of the Condominium Property which is subject to exclusive ownership.

5. "Association" means Concord Village Condominium XI Association, Inc., a Florida corporation not for profit.

6. Common Expenses means the expenses for which the Apartment Owners are liable to the Association as set forth in the Declaration.

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

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

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

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

11. "Director" means a member of the Board of this Association.

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

13. "Condominium Property" means that property comprising Concord Village Condominium XI as set forth in the Declaration.

Section 3. Membership, Members' Meetings; Voting and Proxies

3.1 The qualifications of Members, the manner of their admission to Membership and the termination of such Membership shall be as set forth in Article IV of the Articles.

3.2 The "Annual Members Meetings" shall be held at the office of the Association at 8:00 P.M. Local Time, on the third Thursday in the month of January of each year; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Thursday. The purpose of the Annual Members Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and transact any other business authorized to be transacted by the Members.

3.3. Special meetings of the Membership, shall be held at any place within the City of Tamarac whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from one-third (1/3) of the entire Membership.

3.4 A written notice of all meetings of Members (whether the Annual Members Meeting or special meetings) shall be given to each Member at his last known address as it appears on the books of the Association not less than fourteen (14) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be by post office certificate as provided in Florida Statutes, Sec. 718.112 (d). The notice shall state the time and place of the meeting of Members to take place and the object for which the meeting is called. The notice shall be

given by an officer of the Association. Further, notice of all meetings of Members shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) days prior to the meeting. In the event the meeting of Members is one which, by express provision of the Act the Articles, or the Covenants Declaration requires a greater or lesser period of time for the mailing or posting of notice than is required by the provisions of this Section 3.4, then such express provision shall govern. Provisions to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after a meeting by signing a document setting forth the waiver or written notice.

3.5 The Membership may, at the discretion of the Board, may act by written agreement in lieu of a meeting; provided written notice of the matter or matters to be agreed upon is given to the Members at the addresses and within the time periods set forth in Section 3.4 herein or duly waived in accordance with such Section. The decision of the majority of the Membership (as evidenced by written response to be solicited in the notice) shall be binding on the Membership provided a quorum of the Membership submits a response. The notice shall set forth a time period during which time a response must be made by a Member.

3.6 A quorum of the Membership shall consist of persons entitled to cast a majority of the votes of the entire Membership. Members may join in the action of a meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if the question is one upon which, by express provisions of the Act or the Covenants Declaration, requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of the Membership cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being postponed, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8 Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members or their authorized representative and Directors at all reasonable times. The Association shall retain the minutes for a period of not less than seven (7) years from the date of the meeting the minutes reflect.

3.9 Voting rights of Members shall be as stated in the Covenants Declaration and the Articles. Such votes may be cast in person, by absentee ballot received by the Secretary of the Association prior to the meeting in question, or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in the Member's place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. A Proxy must be filed with the Secretary of the Association before or at the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.10 At any time prior to a vote upon any matter at a meeting of the Membership, any Member may demand the use of a secret written ballot for voting on such matter. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

Section 4. Board of Directors; Directors' Meetings

4.1 The provisions of the Articles setting forth the selection, removal, election and designation of Directors are hereby incorporated herein by reference.

4.2 Subject to the Developer's rights, as set forth in Article 4.4 (c) below, vacancies in the Board shall be filled by person(s) selected by the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members Meeting and shall serve for the term prescribed in Section 4.3 of these By-Laws.

4.3 The term of each Director's service shall extend until the next Annual Members Meeting, and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided herein and in the Act.

4.4 (a) A Director elected by the "Purchaser Members", as that term is defined in the Articles and as provided in the Articles, may be removed from office upon the affirmative vote or other agreement in writing of a majority of the the Purchaser Members at a special meeting of the Purchaser Members for any reason deemed by the Purchaser Members to be in the best interests of the Association. A meeting of Purchaser Members to so remove a Director elected by them shall be held, subject to the provisions of Section 3.4 hereof, upon the written request of ten (10%) per cent of the Purchaser Members. However, before any Director is removed from office, he shall be notified in writing, at least two (2) days prior to the meeting at which the motion will be made that a motion to remove him will be made, and such Director shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote on his removal.

(b) The remaining Directors are empowered to fill any vacancies on the Board.

(c) A Director designated by the Developer, as provided in the Articles, may be removed only by the Developer in its sole discretion and without any need for a meeting or vote. The Developer shall have the unqualified right to name a successor for any Directors designated and thereafter removed by it or for any vacancy on the Board as to a Director designated by it, and shall notify the Board of the name of the successor Director and of the commencement date for the term of such successor Director.

4.5 The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the Annual Members Meeting at which they were elected. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

4.6 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or in his absence, by a Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.7 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Association's Property at least forty-eight (48) hours in advance for the attention of Members. Any Directors may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.8 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically otherwise provided in the Declaration, Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting being held because of an adjournment, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the meeting being postponed, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

4.9 The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.10 No Director shall be entitled to any fee for serving in such capacity.

4.11 Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by Members or their authorized representatives and Directors at reasonable times.

4.12 The Board shall have the power to appoint Executive Committees of the Board consisting of not less than three (3) Directors. Executive Committees shall have and exercise such powers of the Board during the period of time between regular meetings of the Board and such other powers of the Board as may be delegated to such Executive Committees by the Board.

4.13 Meetings of the Board shall be open to all Members; however, unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Member shall not be entitled to participate in the meeting, but shall only be entitled to act as an observer. In the event that a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting, conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person was specifically invited by the Directors to participate in the meeting.

Section 5. Powers and Duties of the Board of Directors

All of the powers and duties of the Association, shall be exercised by the Board, or by such Committees to which the Board may delegate such authority. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Act, and the Articles and the By-Laws and shall include but not be limited to all powers and duties set forth therein, and in particular, includes the following:

5.1 Making and collecting Assessments against Members to defray the costs of Common Expenses. These Assessments shall be collected by the Association through payments made directly to it by the Members as set forth in the Declaration.

5.2 Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.

5.3 Maintaining, repairing and operating the Recreation Areas.

5.4 Reconstructing improvements after casualties and losses and making further authorized improvements on the Condominium Property.

5.5 Making, amending, and enforcing rules and regulations with respect to the use of the Condominium Property.

5.6 Enforcing by legal means the provisions of the Declaration, the Articles and the By-Laws of this Association.

5.7 To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including but not limited to the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

5.8 Paying taxes and Assessments which are or may become liens against the Condominium Property including any Apartment owned by the Association.

5.9 Purchasing and carrying insurance for the protection of Apartment Owners and the Association against casualty and liability for the Condominium Property.

5.10 Paying costs of all power, water, sewer and other utilities services rendered to the Condominium Property.

5.11 Hiring and retaining such employees and professionals as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

Section 6. Officers of the Association

6.1 Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, Assistant Secretaries and Assistant Treasurers, all of whom shall be elected annually by the Board. Any officer may be removed without cause from the office by the vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 The President shall be the chief executive officer of the Association. He shall be a Director. He shall have all of the powers and duties which are usually vested in the office of President including, but not limited to, the power to appoint committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in conducting of the affairs of the Association. He shall preside at all meetings of the Board and the Membership.

- (i) Administration
- (ii) Insurance
- (iii) Utilities
- (iv) Services
- (v) Supplies and Materials
- (vi) Legal, Accounting and Other Professional Fees
- (vii) Expenses of a special non-recurring nature.
- (viii) Maintenance
- (ix) Reserves
- (x) Personal and Real Property Taxes
- (xi) Contracts
- (xii) Federal and State Payroll Taxes
- (xiii) Workman's Compensation Insurance
- (xiv) Miscellaneous

Copies of the proposed budget prepared prior to the Budget Meeting and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's last known address as reflected on the books and records of the Association, at least thirty (30) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Membership.

(b) The Board may include, in any such proposed budget, a sum of money as an Assessment for the making of betterments to the Condominium Property or for the establishment of reserves for repair or replacement of the Condominium Property either quarterly or from time to time as the Board shall determine the same to be necessary. This sum of money so fixed may then be levied upon the Members by the Board as a special Assessment and shall be considered an "Excluded Expense" under Section 7.3 hereof.

(c) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a prorata basis any expenses which are prepaid in any one calendar year for expenses which cover more than a calendar year; (iv) Assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all unpaid operating expenses previously incurred; (v) Recreation Area Expenses incurred in a calendar year shall be charged against income for the same calendar year, regardless of when the bill for such expenses is received. Notwithstanding the foregoing, Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses and anticipated cash needs in any calendar year. The Association shall maintain accounting records for the Association according to good accounting practices.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

(e) A financial statement of the accounts of the Association shall be made annually by an auditor, accountant, or Certified Public Accountant and a copy of such financial statement shall be furnished to each Member no later than the first day of March of the year following the year for which the financial statement is made. The financial statement shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his last known address shown on the Books and records of the Association.

7.3 (a) Should the budget adopted by the Board at the Budget Meeting require Assessments against the Members equal to or less than 115% of such assessment for the prior year, the budget shall be deemed approved by all Members. If, however, the Assessments required to meet the budget exceed 115% of such Assessments for said Members for the preceeding year (the "Excess Assessment"), then the provisions of subsections 7.5(b), (c) and (d) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment certain expenses (the "Excluded Expenses") as follows:

Any provision for reasonable reserves in respect of repair or replacement of the Condominium Property or anticipated expenses by the Association which are not anticipated to be incurred on a regular basis.

(b) Should the Excess Assessment be adopted by the Board before such time as the Purchaser Members are entitled to elect a majority of the Board (hereinafter referred to as the "Majority Election Meeting" as described in paragraph D of Article IX of the Articles, then a special meeting of the Members shall be called by the Board which shall be held within twenty (20) days after the Budget Meeting upon written notice to each Member sent not less than ten (10) days prior to such special meeting. At said special meeting, the Excess Assessment shall be presented for approval of the Members. If, at said special meeting of the Members, a majority of the Members shall approve the Excess Assessment, then the budget adopted by the Board shall be the final budget. If, at said special meeting of the Members, a majority of the Members shall not approve the Excess Assessment, then the same shall not be imposed so as to reduce the items of anticipated expense in the budget, other than the Excluded Expenses, by an amount necessary so that the budget adopted by the Board will not contain an amount for an Excess Assessment.

(c) Should the Excess Assessment be adopted by the Board after the "Majority Election Meeting", then upon written application requesting a special meeting signed by ten (10%) per cent or more of the Members and delivered to the Board within twenty (20) days after the Budget Meeting, the Board shall call a special meeting to be held upon not less than ten (10) days' written notice to each Member, but within thirty (30) days of the delivery of such application to the Board. At said special meeting, Members may consider and enact a revision of the budget. If a revised budget is enacted at said special meeting, then the revised budget shall be the final budget, or if a revised budget is not enacted at the special meeting, then the budget originally adopted by the Board shall be the final budget. If no written application is delivered, as provided herein, then the budget originally adopted by the Board shall be the final budget.

(d) No Board shall be required to anticipate revenue from assessments or expend funds to pay for expenses not included in the budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater expenses than income from Assessments, then such deficits shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of a special Assessment to be levied by the Board.

7.4 Allocation of Expenses and Determination of Annual Assessment.

(a) The budget constitutes an estimate of the expenses of the Association. The Board shall allocate a portion of the budget to each Apartment Owner within the Condominium equal to the percentage share in expenses assigned to such Apartment, which shall constitute the Annual Assessment for such Apartment.

7.5 Manner of Collecting Share of Recreation Expenses

The Association shall collect Annual and special Assessments from Apartment Owners in the manner set forth in the Declaration.

Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of Condominium Property; provided such rules and regulations are not inconsistent with the Covenants Declaration, Declaration, or Rules and Regulations promulgated by the Recreation Association. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Apartment Owners at the last known address as shown on the books and records of the Association shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules

Robert's Rules of Order (the then latest edition thereof) shall govern the conduct of meetings of this Association when not in conflict with the Articles, these By-Laws, the Covenants Declaration or the Act. In the event of such conflict, the provisions of such condominium documents and the Act shall govern.

Section 10. Amendments of the By-Laws

10.1 These By-Laws may be amended by the affirmative vote of not less than a majority of the Members at a regular or special meeting of the Membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with notice of the meeting. An amendment may be proposed and approved at the same meeting of the Board and/or Membership at which such amendment is proposed.

10.2 An amendment may be proposed by either the Board or by the Membership, and after being proposed and approved by one (1) of such bodies, it must be approved by the other as above set forth in order to become enacted as an amendment.

10.3 No modification or amendment to these By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage held by any "Approved Mortgagee", as defined in the Covenants Declaration, or the rights of the Developer without the consent of any such affected party.

10.4 Amendments to these By-Laws shall be made in accordance with these By-Laws and the requirements of the Act in effect at the time of amendment.

THE FOREGOING ARE THE BY-LAWS OF CONCORD VILLAGE CONDOMINIUM XI ASSOCIATION, INC.

CONCORD VILLAGE CONDOMINIUM XI
ASSOCIATION, INC.

By: _____

Attest: _____

EXHIBIT 5

CONCORD VILLAGE CONDOMINIUM XI

BUILDING #6

	48 UNITS	RECREATION & COMMON (ASSUMING ONLY 11 BLDGS. BUILT) (501 UNITS)	RECREATION & COMMON (ASSUM- ING FULL PROJECT BUILT) (543 UNITS)
<u>PAYROLL</u>			
Office	420	21000	21000
Maintenance & Janitorial		36500	36500
Social Director			
Payroll Taxes		6800	6800
Employee Benefits & Workmen's Comp.		5200	5200
<u>ADMINISTRATIVE</u>			
Accounting	420	5000	5000
Auto		600	600
Bad Debts		1000	1000
Data Processing		4800	4800
Dues & Subscriptions		1000	1000
Legal	420	5000	5000
Licenses & Permits	200	1000	1000
Management Fee			
Miscellaneous		2000	2000
Office Equip. Supply & Rentals	420	4000	4000
Postage	100	1000	1000
Printing & Stationary	200	2000	2000
Security		22000	22000
Social Activities		4000	4000
Telephone		3000	3000
<u>REPAIRS & MAINTENANCE</u>			
Elevator	673		
Exterminating	504	1000	1000
Janitorial Expense	1010	2000	2000
Landscaping		24000	24000
Laundry Machines	168		
Other	800	10000	10000
Painting		1000	1000
Pool Service		5000	5000
Uniforms		1000	1000
<u>UTILITIES</u>			
Electric	3368	25000	25000
Gas		4000	4000
Waste	1516	1000	1000
Water & Sewer	6315	1500	1500
<u>OTHER</u>			
Insurance	8420	5000	5000
Personal Property Taxes	84	2000	2000
Reserve	1683	10000	10000
<u>INCOME - VARIOUS REVENUES</u>		(10000)	(10000)
Total Per Year	26301	208400	<u>208400</u>
Total Per Unit Per Year	547.94	415.97	<u>383.79</u>
Total Per Unit Per Month	45.66	34.66	<u>31.98</u>

EXHIBIT 6

CONCORD VILLAGE CONDOMINIUM
a Condominium.
AGREEMENT OF PURCHASE AND SALE
Tamarac, Florida.
CASH PURCHASE

19

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER.

UNIVERSITY HOUSING CORPORATION, a Florida corporation, having its principal place of business at 6701 North University Drive, Tamarac, Florida 33321, hereinafter referred to as "Developer," hereby

acknowledges receipt of the sum of

(\$) DOLLARS from

(name(s) of titleholders)

whose permanent residence address is

(street)

(city)

(state)

(zip code)

Business Telephone No. (Area Code)

Residence Telephone No. (Area Code)

hereinafter referred to as "Buyer", as a deposit, in connection with the transaction covered by this Agreement, according to the terms and conditions hereinafter set forth:

1. DESCRIPTION OF PROPERTY: Developer agrees to sell and Buyer agrees to purchase Condominium Unit No. of CONCORD VILLAGE CONDOMINIUM, a Condominium, according to the proposed Declaration of Condominium thereof, being a bedroom, bathroom residence, to be constructed by Developer, in accordance with the floor plans and sales brochures (allowing those deviations which may be occasioned by expediency, design and practicability) of the Model Apartment, denominated Model, which floor plans and sales brochures are on file at Developer's office and are made a part hereof by reference, except as modified by the additions, deletions, changes or alterations, if any, set forth in Paragraph 2 hereinbelow, and by changes, approved in writing by both parties, prepared contemporaneously with, or subsequent to, the execution of this Agreement. All change orders, Developer's Decorating Selection Schedule and all other data, submitted by Developer to Buyer, shall be completed and approved by Buyer within seven (7) days of written request therefor.

2. PURCHASE PRICE: The purchase price of the property which is the subject of this Agreement, shall be as follows:

Base Unit Price

\$

\$

\$

TOTAL PURCHASE PRICE

\$

and shall be paid to Developer by Buyer in the following manner:

1. Deposit receipted hereby, to be paid upon execution hereof by Purchaser

\$

2. Additional deposit, which, together with above-stated deposit(s), represent payment of 10% of the purchase price, on

or before , 19

\$

3. Balance of purchase price, exclusive of closing costs, cost of upgraded or non-standard carpeting or finishes or appliances, prorations, adjustments and credits, to be paid in cash or bank check, at closing

\$

TOTAL PURCHASE PRICE

\$

Wallpaper and murals, furniture and Unit furnishings, interior window treatments, decorator light fixtures and up-graded or non-standard carpeting or finishes or appliances, in and around Developer's exhibit models, are for display purposes only and are not included in this purchase, unless otherwise specified herein. Should Buyer contemporaneously with, or subsequent to, the execution of this Agreement, select up-graded or non-standard carpeting or finishes or appliances, when offered by Developer, then Buyer shall pay an additional sum for said items, in advance, at the time of Buyer's selection of same. Cancellations or changes in Buyer's selection of such up-graded or non-standard carpeting or finishes or appliances may be accepted by Developer, in its sole discretion, in which event all monies, paid hereunder by Buyer to Developer for said items, shall be credited to Buyer against the purchase price, at closing, or said cancellations or changes may not be accepted by Developer, in its sole discretion, in which event all monies, paid hereunder by Buyer to Developer for said items, shall be retained by Developer, without regard to whether the Buyer shall accept such up-graded or non-standard carpeting or finishes or appliances.

3. COMPLETION OF CONSTRUCTION: Developer, subject to the provisions of this Agreement, estimates delivery of the completed above-described Unit and other improvements comprising the condominium on or about , 19 . However, Developer agrees that the said Unit shall be completed within fifteen (15) months from the date of this Agreement; provided, however, that this time period shall be extended for delays that shall be incurred by circumstances beyond the control of the Developer, such as acts of God, strikes, shortages and catastrophes which interfere with the Developer, any manufacturer, materialmen, contractor or supplier of the Developer, in the construction of the said Unit. Developer shall make every reasonable and diligent effort to meet or to exceed estimated construction schedules, but Developer shall not be obligated to make, provide or compensate Buyer for any accommodations, damages or inconveniences, caused to Buyer as a result of construction delays, regardless of the reason for such delays.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

IN WITNESS WHEREOF the parties hereto have affixed their respective hands and seals, as of the dates set forth below their respective signatures.

Witnesses as to Buyer

Buyer

(SEAL)

Date:

Witnesses as to Buyer

Buyer

(SEAL)

Date:

ACCEPTANCE

Developer hereby accepts and agrees to the terms and conditions as set forth in this Agreement.

Witnesses as to Developer

UNIVERSITY HOUSING CORPORATION
Developer

By

Acceptance Date

Sales Representative

There (is) (is not) a real estate broker or salesman other than Developer's on-premise sales representative, involved in this transaction. If applicable, state name and address of such real estate broker or salesman below.

(Signature of Broker or Salesman, if any)

GENERAL TERMS AND CONDITIONS

- A TIME FOR MAKING PAYMENTS:** Except as otherwise provided herein, all payments hereunder shall be due and payable by Buyer within ten (10) days of written notice from Developer that such payments are then due and payable. The failure of Buyer to make such payments, within the specified period of time, and when requested by Developer to so do, shall constitute a material breach of this Agreement under the terms of Paragraph K hereof.
- B ESCROW OF DEPOSITS:** With respect to deposits paid by Buyer to Developer under the terms of this Agreement:
1. The initial deposit and/or subsequent payments, made pursuant to this Agreement by Buyer to Developer, shall, prior to the closing of title and until the amount paid to Developer shall equal ten (10%) percent of the total purchase price, be held in an escrow account with Florida Coast Bank of Pompano Beach, 2850 North Federal Highway, Lighthouse Point, Florida, hereinafter called "Escrow Agent," as provided in the Escrow Agreement, a copy of which shall be included in the Prospectus, pursuant to the provisions of Section 718.202(1), Florida Statutes. Buyer may, upon request, receive a receipt or receipts for such deposit or deposits from the Escrow Agent.
 2. All amounts paid by Buyer to Developer, in excess of ten (10%) percent of the total purchase price, shall be held by Developer in a special escrow account, pursuant to the provisions of Sections 718.202(2) and (3), Florida Statutes. After the effective date of this Agreement and upon commencement of construction of the improvements comprising the condominium, or if construction of improvements is in process, the Developer may withdraw funds from the special escrow account and use such funds in the actual construction and development of the condominium.
 3. In the event that Buyer shall be entitled to a refund of any such deposits hereunder, Developer shall refund said deposits to Buyer and/or Developer shall instruct the Escrow Agent to refund said deposits to Buyer, together with any interest thereon, as provided by Sections 718.202(1)(a) and (2), Florida Statutes. In the event Developer shall be entitled to be paid said deposits, either upon the closing of this transaction or as liquidated damages for Buyer's default, as hereinafter provided, Buyer shall instruct said Escrow Agent to pay said deposits to Developer, together with any interest thereon, as provided by Section 718.202(1)(b), Florida Statutes. The parties hereto agree to indemnify and hold Escrow Agent harmless of and from any and all claims, arising out of or under the provisions of this Paragraph B.
- C UNIT:** With respect to the Unit:
1. Unit dimensions are approximate. Buyer acknowledges that in the course of construction of the improvements on the real property and of the Unit, certain changes, deviations or omissions may be occasioned by expediency, design and practicability or required by governmental authorities having jurisdiction of the real property and improvements thereon or job conditions. Any such changes, deviations or omissions are hereby authorized. Buyer understands that certain items and improvements to the condominium and Unit, such as color of paint, tile, marble, cabinets, mica, carpentry, plumbing fixtures and appliances to be furnished by Developer for the Unit, are subject to change by the manufacturer and subject to shading in color and gradations, and may vary from the samples that may be shown to Buyer by Developer. It is also agreed that Developer reserves the right to make changes and substitution of materials or equipment of equal or greater quality than that which may be shown or specified on the plans and specifications.
 2. The Unit has not been previously occupied.
- D SUBMISSION OF PROPERTY TO THE CONDOMINIUM FORM OF OWNERSHIP:** The Developer shall submit the said real property and the improvements thereon to the condominium form of ownership, pursuant to the provisions of Chapter 718, Florida Statutes. The Developer shall record among the Public Records of Broward County, Florida, such documents and instruments as are required to be filed under the laws of the State of Florida, to create and maintain the condominium. The Developer reserves the right, at any time prior to the closing of the sale of the first Unit to a Buyer, other than the Developer, to make any amendment to the condominium documents that the Developer, the Condominium Act, governmental authorities having jurisdiction over the real property and the improvements thereon, title insurance companies or mortgage lenders require or deem necessary, provided that the said amendments do not materially alter the location or boundaries of the Unit, change size of the common elements to the prejudice of the Buyer, decrease Buyer's share in the common elements, change Buyer's voting rights, decrease Buyer's share in the common surplus or increase Buyer's share in the common expenses, or otherwise materially affect the rights of the Buyer or the value of the Unit. Should Developer fail to submit the property containing the Unit to condominium ownership, this shall be deemed a default of Developer hereunder and Buyer shall be entitled to exercise its rights as provided in Paragraph K below.
- E DELIVERY AND RECEIPT OF CERTAIN DOCUMENTS:** The Buyer acknowledges receipt from the Developer of the following documents:
1. The Prospectus, together with the documents required to be delivered by Developer to Buyer, pursuant to Section 718.503, Florida Statutes, including the exhibits required thereby, including among other documents, the Declaration of Condominium; the Articles of Incorporation of CONCORD VILLAGE CONDOMINIUM ASSOCIATION, INC. (the "Association"); The By-Laws of the Association; and the projected Estimated Operating Budget for the condominium.
- THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF THE EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR A CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. In the event that the Buyer shall terminate this Agreement as above provided, the Buyer shall be entitled to receive a refund of all monies paid hereunder by Buyer, together with interest thereon, as provided by Section 718.202, Florida Statutes.
- F QUALITY OF TITLE:** Not less than ten (10) days prior to closing, if requested by Buyer, Developer shall deliver to Buyer or his designee, at Buyer's cost, a title insurance commitment offering to insure Buyer's title to the condominium unit being purchased hereunder, upon recitation of the warranty deed from Seller, subject only to the title insurer's standard printed exceptions, the Declaration of Condominium and exhibits attached thereto, easements, restrictions, reservations, limitations, conditions of record, taxes not yet due and zoning ordinances of applicable governmental authorities. This Agreement is subject to mortgages encumbering certain property which includes the subject Unit. These mortgages and all other mortgages and liens, now and hereafter encumbering the subject Unit, which mortgages and liens are not to be assumed by Buyer in accordance with the terms of this Agreement, will be discharged or released at or prior to the closing, or at Developer's option, they may be paid from the proceeds of the sale. It, at the time of closing, Buyer shall find that Developer's title is not good, marketable and insurable, subject only to the matters above specified, and it appears that the objections to title may, according to reasonable expectation, be removed as objections within sixty (60) days, the Buyer's obligations hereunder shall remain in full force and effect in the meantime, and the closing shall be extended for such portion of said sixty (60) day period as it may take to cure such objections. Nothing herein contained shall require Developer to bring any action or proceeding or incur any expenses in order to remove such objections to title, and any attempt by Developer to cure such objections to title shall not be construed as one that would give Buyer the right to refuse delivery of the warranty deed. If within such sixty (60) days, said objections shall not be cured, all payments which have been made hereunder by Buyer to Developer shall be returned, together with any interest thereon, and all parties hereto shall be released from any further liability hereunder; or, at Buyer's option and written request, Developer shall deliver title in its then existing condition, without diminution of purchase price.
- G CLOSING:** The issuance of a temporary or permanent Certificate of Occupancy for the building containing the Unit, as to allow lawful occupancy of the Unit, shall constitute conclusive evidence of the completion of the Unit, in accordance with this Agreement. Final closing shall be held not more than fifteen (15) days after written notice by Developer to Buyer of completion. Closing shall take place at the office of Developer, or such other place specified by Developer in its notice of completion, on the date specified by Developer in its notice of completion, unless otherwise expressly agreed, in writing, by the parties. At closing, Developer shall furnish the Buyer a No-Lien Affidavit, HOW warranty and warranty deed, which shall convey title free and clear of all encumbrances, except the Declaration of Condominium and exhibits attached thereto, easements, restrictions, reservations, limitations, conditions of record, taxes not yet due and zoning ordinances of applicable governmental authorities. Taxes and insurance shall be prorated as of the time of closing. Certified governmental improvement liens, if any, shall be paid or bonded by Developer; pending liens, if any, shall be assumed by Buyer. Buyer agrees to pay, at the time of closing, Documentary Stamps and Florida Surtax on the deed and recording fees for the deed and to deliver written instructions to the Escrow Agent to disburse from escrow all funds, deposited under this Agreement and delivered to Escrow Agent hereunder, together with any interest thereon. The acceptance of the deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Developer, to be performed pursuant to the provisions of this Agreement, except those which survive by operation of law or are herein specifically stated to survive the delivery of the deed.
- H. TITLE INSURANCE:** At the request, cost and expense of Buyer, Developer shall furnish Buyer with an owner's policy of title insurance, after the closing of this transaction.
- I. RESERVE ACCOUNT DEPOSIT:** At the closing, Buyer shall contribute ONE HUNDRED and NO/100 (\$100.00) DOLLARS to the Association. This contribution is for the purpose of initial and non-recurring capital expenses of the Association and for providing initial working capital for the Association.
- J. DEVELOPER UNABLE TO CONVEY:** In the event that Developer shall be unable to convey the Unit in accordance with this Agreement and Buyer elects to rescind this Agreement, then the Developer shall return to Buyer any deposit made hereunder to Buyer, together with any interest thereon, as provided by Sections 718.202(1) (a) and (2), Florida Statutes, unless previously forfeited to Developer due to Buyer's default, and upon such refund being made to Buyer, this Agreement shall be cancelled and shall be of no further force or effect, and Developer shall be under no obligation or liability whatsoever to Buyer for any damages that Buyer may have sustained, and neither party shall have any further liability to the other.
- K. DEFAULT:** In the event that Buyer shall fail or refuse to make any payments hereunder, or to timely perform, in any other respect, any of the terms and conditions hereof, as required herein, all sums theretofore paid by Buyer, pursuant to this Agreement, shall be retained by and/or paid to Developer, together with any interest thereon, as liquidated damages, not as a penalty, the parties acknowledging hereby that Developer's damages are uncertain and difficult of ascertainment and that it is in their best interests at this time to agree upon a liquidated sum to compensate Developer upon such default by Buyer, and this Agreement shall thereupon terminate and Buyer and Developer shall be released from any further liability hereunder. Notwithstanding anything contained herein to the contrary, in the event of any such default by Buyer, Buyer shall pay all expenses, including attorneys' fees, thereupon incurred by Developer, by reason of such default by Buyer or the enforcement of the provisions hereof, and Buyer shall also be liable for all costs of the escrow with the Escrow Agent and for any costs and reasonable attorneys' fees that may be incurred by the Escrow Agent, by reason of such default by Buyer. In addition, in the event of any such default by Buyer, Buyer agrees to execute written instructions to the Escrow Agent to release from escrow all funds, deposited under this Agreement and delivered to Escrow Agent hereunder, together with all interest thereon. In the event Developer shall fail to timely perform any of the terms and conditions hereof, as required herein, the sole remedy of Buyer shall be the right to a refund of all sums theretofore paid by Buyer, pursuant to this Agreement, together with any interest thereon, and upon refund of such sums by Developer, this Agreement shall thereupon terminate and Buyer and Developer shall be released from any further liability hereunder. Buyer specifically waives any right to monetary damages.
- L. RISK OF LOSS:** Prior to the closing, risk of loss to the Unit shall be borne by the Developer.
- M. POSSESSION:** Both title to and possession of the Unit shall remain with the Developer until this transaction is closed. No furniture, fixtures or personal property of any kind may be installed upon or placed in the Unit by the Buyer, nor may any person or persons occupy the subject Unit until all monies due Developer have been paid and all requisite documents executed and delivered at the closing of this transaction. Until closing, Buyer shall not at any time interfere in any way with construction, nor enter the subject Unit or any portion of the building containing the Unit unless accompanied by a representative of Developer. All inquiries shall be made at Developer's office, or at such sub-office or location as Developer may designate.
- N. BROKERS FEES:** Unless the signature of a real estate broker or salesman, other than the Developer's on-premise sales representative, appears on this Agreement, there is no real estate broker or salesman involved in this transaction and, therefore, the Developer will not be liable for any real estate brokerage or sales commission, other than any such commission that may be due Developer's on-premise sales representative. Buyer covenants to defend, indemnify and hold harmless the Developer against any and all loss, cost or expense, sustained or incurred by Developer, by reason of any claim arising out of this transaction, for any commission by any real estate broker or salesman whose signature does not appear on this Agreement, including attorneys' fees for the defense of any such claim or the enforcement of the provisions hereof.
- O. EFFECTIVE DATE:** The effective date of this Agreement is the date of acceptance by Developer.
- P. MODIFICATION:** This Agreement, as written, constitutes the entire agreement between the parties and contains all the agreements, obligations and representations of the Developer, except for those contained in the documents to be furnished to Buyer as herein set forth. This Agreement shall not be modified, except in writing, signed by all parties hereto. No waiver of any provision of this Agreement shall be construed as a continuing waiver of such provision on any subsequent occasion, unless such waiver is in writing and states explicitly that it is intended to modify this Agreement. Developer is not liable nor bound in any manner by any express or implied warranties, including implied warranties of fitness for a particular purpose and merchantability, promises, statements, representations or information, concerning the condominium property, made or furnished by any real estate broker, agent, employee, servant or other person, representing or purporting to represent Developer, unless such warranties, promises, statements, representations or information are written and specifically set forth herein or in any written modification hereto, as provided for herein.
- Q. ASSIGNMENT:** This Agreement and the rights and interest hereunder are not transferable by Buyer, without the written consent of Developer.
- R. NOTICES:** Unless otherwise stated elsewhere in this Agreement, it is understood and agreed between the parties hereto that written notice, hand-delivered to the parties hereto or mailed, via certified mail, return receipt requested, postage prepaid, to the parties hereto at their respective mailing addresses as set forth above, unless either party has notified the other party, in writing, of a change of address, shall constitute sufficient notice hereunder.
- S. COVENANTS AND AGREEMENTS TO BE BINDING:** All covenants and agreements herein contained shall extend to and be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective parties.
- T. DEFINITIONS:** Whenever used or the context so requires, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- U. AGREEMENT NOT RECORDABLE:** This Agreement shall not be recorded in the office of the Clerk of any Circuit Court of the State of Florida.

CONCORD VILLAGE CONDOMINIUM
a Condominium.
AGREEMENT OF PURCHASE AND SALE
Tamarac, Florida.
MORTGAGE PURCHASE

19

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER.

UNIVERSITY HOUSING CORPORATION, a Florida corporation, having its principal place of business at 6701 North University Drive, Tamarac, Florida 33321, hereinafter referred to as "Developer," hereby

acknowledges receipt of the sum of _____

(\$ _____) DOLLARS from _____

(name(s) of titleholders)

whose permanent residence address is _____

(street)

(city)

(state)

(zip code)

Business Telephone No. (Area Code _____) _____

Residence Telephone No. (Area Code _____) _____

hereinafter referred to as "Buyer", as a deposit, in connection with the transaction covered by this Agreement, according to the terms and conditions hereinafter set forth:

1. **DESCRIPTION OF PROPERTY:** Developer agrees to sell and Buyer agrees to purchase Condominium Unit No. _____ of CONCORD VILLAGE CONDOMINIUM _____ a Condominium, according to the proposed Declaration of Condominium thereof, being a _____ bedroom, _____ bathroom residence, to be constructed by Developer, in accordance with the floor plans and sales brochures (allowing those deviations which may be occasioned by expediency, design and practicability) of the Model Apartment, denominated _____ Model, which floor plans and sales brochures are on file at Developer's office and are made a part hereof by reference, except as modified by the additions, deletions, changes or alterations, if any, set forth in Paragraph 2 hereinafter, and by changes, approved in writing by both parties, prepared contemporaneously with, or subsequent to, the execution of this Agreement. All change orders, Developer's Decorating Selection Schedule and all other data, submitted by Developer to Buyer, shall be completed and approved by Buyer within seven (7) days of written request therefor.

2. **PURCHASE PRICE:** The purchase price of the property which is the subject of this Agreement, shall be as follows:

Base Unit Price

\$ _____

\$ _____

\$ _____

TOTAL PURCHASE PRICE

\$ _____

and shall be paid to Developer by Buyer in the following manner:

1. Deposit receipted hereby, to be paid upon execution hereof by Purchaser

\$ _____

2. Additional deposit, which, together with above-stated deposit(s), represent payment of 10% of the purchase price, on

or before _____, 19 _____

\$ _____

3. Face amount of Mortgage Loan

\$ _____

4. Balance of purchase price, exclusive of closing costs, mortgage costs, costs of upgraded or non-standard carpeting or finishes or appliances, prorations, adjustments and credits, to be paid in cash or bank check, at closing

\$ _____

TOTAL PURCHASE PRICE

\$ _____

Wallpaper and murals, furniture and Unit furnishings, interior window treatments, decorator light fixtures and up-graded or non-standard carpeting or finishes or appliances, in and around Developer's exhibit models, are for display purposes only and are not included in this purchase, unless otherwise specified herein. Should Buyer contemporaneously with, or subsequent to, the execution of this Agreement, select up-graded or non-standard carpeting or finishes or appliances, when offered by Developer, then Buyer shall pay an additional sum for said items, in advance, at the time of Buyer's selection of same. Cancellations or changes in Buyer's selection of such up-graded or non-standard carpeting or finishes or appliances may be accepted by Developer, in its sole discretion, in which event all monies, paid hereunder by Buyer to Developer for said items, less administrative charges for handling and processing such requests, shall be credited to Buyer against the purchase price, at closing, or said cancellations or changes may not be accepted by Developer, in its sole discretion, in which event all monies, paid hereunder by Buyer to Developer for said items, shall be retained by Developer, without regard to whether the Buyer shall accept such up-graded or non-standard carpeting or finishes or appliances.

3. **COMPLETION OF CONSTRUCTION:** Developer, subject to the provisions of this Agreement, estimates delivery of the completed above-described Unit and other improvements comprising the condominium on or about _____, 19 _____. However, Developer agrees that the said Unit shall be completed within fifteen (15) months from the date of this Agreement; provided, however, that this time period shall be extended for delays that shall be incurred by circumstances beyond the control of the Developer, such as acts of God, strikes, shortages and catastrophes which interfere with the Developer, any manufacturer, materialmen, contractor or supplier of the Developer, in the construction of the said Unit. Developer shall make every reasonable and diligent effort to meet or to exceed estimated construction schedules, but Developer shall not be obligated to make, provide or compensate Buyer for any accommodations, damages or inconveniences, caused to Buyer as a result of construction delays, regardless of the reason for such delays.

ANY PAYMENT IN EXCESS OF 10 PERCENT OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

IN WITNESS WHEREOF the parties hereto have affixed their respective hands and seals, as of the dates set forth below their respective signatures.

Witnesses as to Buyer

Buyer (SEAL)

Date: _____

Witnesses as to Buyer

Buyer (SEAL)

Date: _____

ACCEPTANCE

Developer hereby accepts and agrees to the terms and conditions as set forth in this Agreement.

Witnesses as to Developer

UNIVERSITY HOUSING CORPORATION
Developer

By _____

Acceptance Date _____

Sales Representative _____

There (is) (is not) a real estate broker or salesman other than Developer's on-premise sales representative, involved in this transaction. If applicable, state name and address of such real estate broker or salesman below.

(Signature of Broker or Salesman, if any)

4. **RESPONSE.** Buyer states that he intends to pay for a portion of the purchase price by obtaining a mortgage loan. Buyer agrees to execute all documents requested by Developer. Buyer will make application for such a mortgage loan in the amount set forth in paragraph 2 hereof with a lender or lenders of Developer's own selection. Buyer agrees to disclose all information and execute all of the necessary instruments that may be required of him, including a financial statement, promptly and when requested to do so. Upon Buyer's receipt of notice that Buyer has been approved for a mortgage loan on these terms and conditions set forth in such notice, Buyer agrees to acknowledge to Developer acceptance of said mortgage loan within ten (10) days of Buyer's receipt of said notice. Notwithstanding the provisions of the foregoing sentence, in the event that Buyer does not acknowledge acceptance of said mortgage loan within the period stated herein, and in the absence of notice to Developer to the contrary within said period, it shall be conclusively presumed that Buyer accepts said mortgage loan. The Developer makes no guarantee or representations as to the terms and conditions of any mortgage loan obtained. Buyer agrees to pay all costs of placing, carrying and transferring to Buyer said mortgage, as charged by the lender, including, but not limited to: abstracting fees, escrow fees, interest from closing, survey charges; casualty insurance; mortgage brokerage fees, mortgage transfer fees, points, attorney's fees, and any other costs that concern said mortgage. Buyer agrees that, in the event that Developer places a first mortgage on the above-described property, Buyer will assume said mortgage at closing and reimburse Developer for all costs of placing, carrying and transferring to Buyer said mortgage. The failure or refusal by Buyer to disclose all information or to execute the transfer or assumption papers, all as set forth above, shall constitute a material breach of this Agreement by Buyer under the terms of paragraph K hereof. In the event that Buyer fails to qualify for such mortgage, or fails to qualify for a mortgage sufficient in amount to enable Buyer to close after duly and promptly complying with all requests of the lender or lenders and/or Developer, as above set forth, the Developer, at its option (1) may itself provide Buyer with such a first mortgage, although Developer is under no obligation to do so, on terms and conditions comparable to those then being generally offered by institutional lenders in the community, (2) may take a purchase money second mortgage from Buyer, in the instance where Buyer is approved for a mortgage in a lesser amount than the face amount above stated, the amount of such second mortgage being the difference between the face amount above stated and the approved amount of said first mortgage, although Developer is under no obligation to do so, on terms and conditions comparable to those then being generally offered by customary lenders of second mortgage money in the community, (3) may allow Buyer, at his option, to make this transaction a cash purchase, in which event the parties hereto shall execute a new Agreement for the cash purchase of the subject property, whereupon this Agreement shall be terminated and of no further force and effect, or (4) may refund to Buyer all monies paid hereunder by Buyer to Developer, together with any interest thereon, less administrative charges for such items, as credit reports, in an amount not to exceed \$50.00. Where applicable, the transaction hereby contemplated will be subject to the provisions of the Federal Real Estate Settlement Procedures Act of 1974 (Public Law 93-533), and each party hereto shall comply with all provisions thereof applicable to him, her or it.

GENERAL TERMS AND CONDITIONS

A. TIME FOR MAKING PAYMENTS. Except as otherwise provided herein, all payments hereunder shall be due and payable by Buyer within ten (10) days of written notice from Developer that such payments are then due and payable. The failure of Buyer to make such payments, within the specified period of time, and when requested by Developer to do so, shall constitute a material breach of this Agreement under the terms of Paragraph K hereof.

B. ESCROW OF DEPOSITS. With respect to deposits paid by Buyer to Developer under the terms of this Agreement:

1. The initial deposit and/or subsequent payments, made pursuant to this Agreement by Buyer to Developer, shall, prior to the closing of title and until the amount paid to Developer shall equal ten (10%) percent of the total purchase price, be held in an escrow account with Florida Coast Bank of Pompano Beach, 2850 North Federal Highway, Lighthouse Point, Florida, hereinafter called "Escrow Agent," as provided in the Escrow Agreement, a copy of which shall be included in the Prospectus, pursuant to the provisions of Section 718.202(1), Florida Statutes. Buyer may, upon request, receive a receipt or receipts for such deposit or deposits from the Escrow Agent.

2. All amounts paid by Buyer to Developer, in excess of ten (10%) percent of the total purchase price, shall be held by Developer in a special escrow account, pursuant to the provisions of Sections 718.202(2) and (3), Florida Statutes. After the effective date of this Agreement and upon commencement of construction of the improvements comprising the condominium, or if construction of improvements is in process, the Developer may withdraw funds from the special escrow account and use such funds in the actual construction and development of the condominium.

3. In the event that Buyer shall be entitled to a refund of any such deposits hereunder, Developer shall refund said deposits to Buyer and/or Developer shall instruct the Escrow Agent to refund said deposits to Buyer, together with any interest thereon, as provided by Sections 718.202(1)(a) and (2), Florida Statutes. In the event Developer shall be entitled to be paid said deposits, either upon the closing of this transaction or as liquidated damages for Buyer's default, as hereinafter provided, Buyer shall instruct said Escrow Agent to pay said deposits to Developer, together with any interest thereon, as provided by Section 718.202(1)(b), Florida Statutes. The parties hereto agree to indemnify and hold Escrow Agent harmless of and from any and all claims, arising out of or under the provisions of this Paragraph B.

C. UNIT. With respect to the Unit:

1. Unit dimensions are approximate. Buyer acknowledges that in the course of construction of the improvements on the real property and of the Unit, certain changes, deviations or omissions may be occasioned by expediency, design and practicability or required by governmental authorities having jurisdiction of the real property and improvements thereon or job conditions. Any such changes, deviations or omissions are hereby authorized. Buyer understands that certain items and improvements to the condominium and Unit, such as color of paint, tile, marble, cabinets, mica, carpeting, plumbing fixtures and appliances to be furnished by Developer for the Unit, are subject to change by the manufacturer and subject to shading in color and gradations, and may vary from the samples that may be shown to Buyer by Developer. It is also agreed that Developer reserves the right to make changes and substitution of materials or equipment of equal or greater quality than that which may be shown or specified on the plans and specifications.

2. The Unit has not been previously occupied.

D. SUBMISSION OF PROPERTY TO THE CONDOMINIUM FORM OF OWNERSHIP. The Developer shall submit the said real property and the improvements thereon to the condominium form of ownership, pursuant to the provisions of Chapter 718, Florida Statutes. The Developer shall record among the Public Records of Broward County, Florida, such documents and instruments as are required to be filed under the laws of the State of Florida, to create and maintain the condominium. The Developer reserves the right, at any time prior to the closing of the sale of the first Unit to a Buyer, other than the Developer, to make any amendment to the condominium documents that the Developer, the Condominium Act, governmental authorities having jurisdiction over the real property and the improvements thereon, title insurance companies or mortgage lenders require or deem necessary, provided that the said amendments do not materially alter the location or boundaries of the Unit, change size of the common elements to the prejudice of the Buyer, decrease Buyer's share in the common elements, change Buyer's voting rights, decrease Buyer's share in the common surplus or increase Buyer's share in the common expenses, or otherwise materially affect the rights of the Buyer or the value of the Unit. Should Developer fail to submit the property containing the Unit to condominium ownership, this shall be deemed a default of Developer, hereunder and Buyer shall be entitled to exercise its rights as provided in Paragraph K below.

E. DELIVERY AND RECEIPT OF CERTAIN DOCUMENTS. The Buyer acknowledges receipt from the Developer of the following documents:

1. The Prospectus, together with the documents required to be delivered by Developer to Buyer, pursuant to Section 718.503, Florida Statutes, including the exhibits required thereby, including among other documents, the Declaration of Condominium, the Articles of Incorporation of CONCORD VILLAGE CONDOMINIUM ASSOCIATION, INC. (the "Association"); The By-Laws of the Association, and the projected Estimated Operating Budget for the condominium.

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF THE EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR A CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. In the event that the Buyer shall terminate this Agreement as above provided, the Buyer shall be entitled to receive a refund of all monies paid hereunder by Buyer, together with interest thereon, as provided by Section 718.202, Florida Statutes.

F. QUALITY OF TITLE. Not less than ten (10) days prior to closing, if requested by Buyer, Developer shall deliver to Buyer or his designee, at Buyer's cost, a title insurance commitment offering to insure Buyer's title to the condominium unit being purchased hereunder, upon recitation of the warranty deed from Seller, subject only to the title insurer's standard printed exceptions, the Declaration of Condominium and exhibits attached thereto, easements, restrictions, reservations, limitations, conditions of record, taxes not yet due and zoning ordinances of applicable governmental authorities. This Agreement is subject to mortgages encumbering certain property which includes the subject Unit. These mortgages and all other mortgages and liens, now and hereafter encumbering the subject Unit, which mortgages and liens are not to be assumed by Buyer in accordance with the terms of this Agreement, will be discharged or released at or prior to the closing, or at Developer's option, they may be paid from the proceeds of the sale. If, at the time of closing, Buyer shall find that Developer's title is not good, marketable and insurable, subject only to the matters above specified, and it appears that the objections to title may, according to reasonable expectation, be removed as objections within sixty (60) days, the Buyer's obligations hereunder shall remain in full force and effect in the meantime, and the closing shall be extended for such portion of said sixty (60) day period as it may take to cure such objections. Nothing herein contained shall require Developer to bring any action or proceeding or incur any expenses in order to remove such objections to title, and any attempt by Developer to cure such objections to title shall not be construed as one that would give Buyer the right to refuse delivery of the warranty deed. If within such sixty (60) days, said objections shall not be cured, all payments which have been made hereunder by Buyer to Developer shall be returned, together with any interest thereon, and all parties hereto shall be released from any further liability hereunder; or, at Buyer's option and written request, Developer shall deliver title in its then existing condition, without diminution of purchase price.

G. CLOSING: The issuance of a temporary or permanent Certificate of Occupancy for the building containing the Unit, as to allow lawful occupancy of the Unit, shall constitute conclusive evidence of the completion of the Unit, in accordance with this Agreement. Final closing shall be held not more than fifteen (15) days after written notice by Developer to Buyer of completion. Closing shall take place at the office of Developer, or such other place specified by Developer in its notice of completion, on the date specified by Developer in its notice of completion, unless otherwise expressly agreed, in writing, by the parties. At closing, Developer shall furnish the Buyer a No-Lien Affidavit, HOW warranty and warranty deed, which shall convey title free and clear of all encumbrances, except the Declaration of Condominium and exhibits attached thereto, easements, restrictions, reservations, limitations, conditions of record, taxes not yet due and zoning ordinances of applicable governmental authorities. Taxes and insurance shall be prorated as of the time of closing. Certified governmental improvement liens, if any, shall be paid or bonded by Developer; pending liens, if any, shall be assumed by Buyer. Buyer agrees to pay, at the time of closing, Documentary Stamps and Florida Surtax on the deed and recording fees for the deed and to deliver written instructions to the Escrow Agent to disburse from escrow all funds, deposited under this Agreement and delivered to Escrow Agent hereunder, together with any interest thereon. The acceptance of the deed by Buyer shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Developer, to be performed pursuant to the provisions of this Agreement, except those which survive by operation of law or are herein specifically stated to survive the delivery of the deed.

H. TITLE INSURANCE. At the request, cost and expense of Buyer, Developer shall furnish Buyer with an owner's policy of title insurance, after the closing of this transaction.

I. RESERVE ACCOUNT DEPOSIT. At the closing, Buyer shall contribute ONE HUNDRED AND NO/100 (\$100.00) DOLLARS to the Association. This contribution is for the purpose of initial and non-recurring capital expenses of the Association and for providing initial working capital for the Association.

J. DEVELOPER UNABLE TO CONVEY. In the event that Developer shall be unable to convey the Unit in accordance with this Agreement and Buyer elects to rescind this Agreement, then the Developer shall return to Buyer any deposit made hereunder to Buyer, together with any interest thereon, as provided by Sections 718.202(1) (a) and (2), Florida Statutes, unless previously forfeited to Developer due to Buyer's default, and upon such refund being made to Buyer, this Agreement shall be cancelled and shall be of no further force or effect, and Developer shall be under no obligation or liability whatsoever to Buyer for any damages that Buyer may have sustained, and neither party shall have any further liability to the other.

K. DEFAULT. In the event that Buyer shall fail or refuse to make any payments hereunder, or to timely perform, in any other respect, any of the terms and conditions hereof, as required herein, all sums theretofore paid by Buyer, pursuant to this Agreement, shall be retained by and/or paid to Developer, together with any interest thereon, as liquidated damages, not as a penalty, the parties acknowledging hereby that Developer's damages are uncertain and difficult of ascertainment and that it is in their best interests at this time to agree upon a liquidated sum to compensate Developer upon such default by Buyer, and this Agreement shall thereupon terminate and Buyer and Developer shall be released from any further liability hereunder. Notwithstanding anything contained herein to the contrary, in the event of any such default by Buyer, Buyer shall pay all expenses, including attorneys' fees, thereupon incurred by Developer, by reason of such default by Buyer or the enforcement of the provisions hereof, and Buyer shall also be liable for all costs of the escrow with the Escrow Agent and for any costs and reasonable attorneys' fees that may be incurred by the Escrow Agent, by reason of such default by Buyer. In addition, in the event of any such default by Buyer, Buyer agrees to execute written instructions to the Escrow Agent to release from escrow all funds, deposited under this Agreement and delivered to Escrow Agent hereunder, together with all interest thereon. In the event Developer shall fail to timely perform any of the terms and conditions hereof, as required herein, the sole remedy of Buyer shall be the right to a refund of all sums theretofore paid by Buyer, pursuant to this Agreement, together with any interest thereon, and upon refund of such sums by Developer, this Agreement shall thereupon terminate and Buyer and Developer shall be released from any further liability hereunder. Buyer specifically waives any right to monetary damages.

L. RISK OF LOSS. Prior to the closing, risk of loss to the Unit shall be borne by the Developer.

M. POSSESSION. Both title to and possession of the Unit shall remain with the Developer until this transaction is closed. No furniture, fixtures or personal property of any kind may be installed upon or placed in the Unit by the Buyer, nor may any person or persons occupy the subject Unit until all monies due Developer have been paid and all requisite documents executed and delivered at the closing of this transaction. Until closing, Buyer shall not at any time interfere in any way with construction, nor enter the subject Unit or any portion of the building containing the Unit unless accompanied by a representative of Developer. All inquiries shall be made at Developer's office, or at such sub-office or location as Developer may designate.

N. BROKERS FEES. Unless the signature of a real estate broker or salesman, other than the Developer's on-premise sales representative, appears on this Agreement, there is no real estate broker or salesman involved in this transaction and, therefore, the Developer will not be liable for any real estate brokerage or sales commission, other than any such commission that may be due Developer's on-premise sales representative. Buyer covenants to defend, indemnify and hold harmless the Developer against any and all loss, cost or expense, sustained or incurred by Developer, by reason of any claim arising out of this transaction, for any commission by any real estate broker or salesman whose signature does not appear on this Agreement, including attorneys' fees for the defense of any such claim or the enforcement of the provisions hereof.

O. EFFECTIVE DATE. The effective date of this Agreement is the date of acceptance by Developer.

P. MODIFICATION. This Agreement, as written, constitutes the entire agreement between the parties and contains all the agreements, obligations and representations of the Developer, except for those contained in the documents to be furnished to Buyer as herein set forth. This Agreement shall not be modified, except in writing, signed by all parties hereto. No waiver of any provision of this Agreement shall be construed as a continuing waiver of such provision on any subsequent occasion, unless such waiver is in writing and states explicitly that it is intended to modify this Agreement. Developer is not liable nor bound in any manner by any express or implied warranties, including implied warranties of fitness for a particular purpose and merchantability, promises, statements, representations or information, concerning the condominium property, made or furnished by any real estate broker, agent, employee, servant or other person, representing or purporting to represent Developer, unless such warranties, promises, statements, representations or information are written and specifically set forth herein or in any written modification hereto, as provided for herein.

Q. ASSIGNMENT. This Agreement and the rights and interest hereunder are not transferable by Buyer, without the written consent of Developer.

R. NOTICES. Unless otherwise stated elsewhere in this Agreement, it is understood and agreed between the parties hereto that written notice, hand-delivered to the parties hereto or mailed, via certified mail, return receipt requested, postage prepaid, to the parties hereto at their respective mailing addresses as set forth above, unless either party has notified the other party, in writing, of a change of address, shall constitute sufficient notice hereunder.

S. COVENANTS AND AGREEMENTS TO BE BINDING. All covenants and agreements herein contained shall extend to and be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective parties.

T. DEFINITIONS. Whenever used or the context so requires, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

U. AGREEMENT NOT RECORDABLE. This Agreement shall not be recorded in the office of the Clerk of any Circuit Court of the State of Florida.

EXHIBIT 7

GENERAL
NOTES

1. EXISTING BUILDINGS
2. BRUSH FIELD AT 100' IS ABOVE ROAD CROWN
3. FIRE ENGINE HOUSE 120' HSL
4. FIRE ENGINE HOUSE WITH 4
5. WILL BE AN INDEPENDENT COMMUNITY
6. BARRACKS
7. STREET 33' WIDE PLACED AS ROAD
8. ON 50' x 75' SLOPE STREET LIGHTS
9. WILL BE USED
10. CAUDS ARE TO CORREL ACROSS ON ALL FOUR SIDES
11. TRASH WAREHOUSE
12. TRASH WAREHOUSE LOCATED IN
13. RELAYED FROM TO SHOW DIST. A REVISED UNDERGROUND
14. TRASH WAREHOUSE IN THE BACKPACKS
15. STREET
16. SLOPE
17. 60' x 60'
18. 50' x 100' MINIMUM
19. 50' x 100' MINIMUM
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100. 50' x 100' MINIMUM

SITE SUMMARY

- [illegible]

CANDIDSCAPE DATA

- LANDSCAPE FEATURES AT LAST BEING 15 SPACES
BEHIND MAINLINE 9 WIDE & COMPAUS CHIE
TWO TO THREE OR THREE & FOUR TREES
REQUIRED PER CIVILIAN UNIT.
PARKING AREAS ADJACENT TO PUBLIC AND
MAY BE SURFED WITH EITHER 2" HIGH
CONTOULOUS HERE OR BEEN OF FINISHED
AREA BETWEEN STREET AND EDS FINISH
TO BE GOLD ROAD WITH CONJURED STRIPED
ALL GRASS AREAS TO CONJURED UNDERGROUND
BROWNE STREET (GOLD STREET WATER)
BROWNE PLANS TO BE COMBINED TO BRANSON
BEEN FOR MARCH, 2000 & BEING 2000
TO BE CONJURED HERE TO AN ADJACENT
ADVANT TO ENDS AL REPAIRED NADRE
AND BRGAR WILL OCEAN.
- RECREATION
REC. AREA RESURFED - 24 ft. - 104344 sq. ft.
- REC. AREA DEMONSTRATING 12 ft. WITH 12 ft.

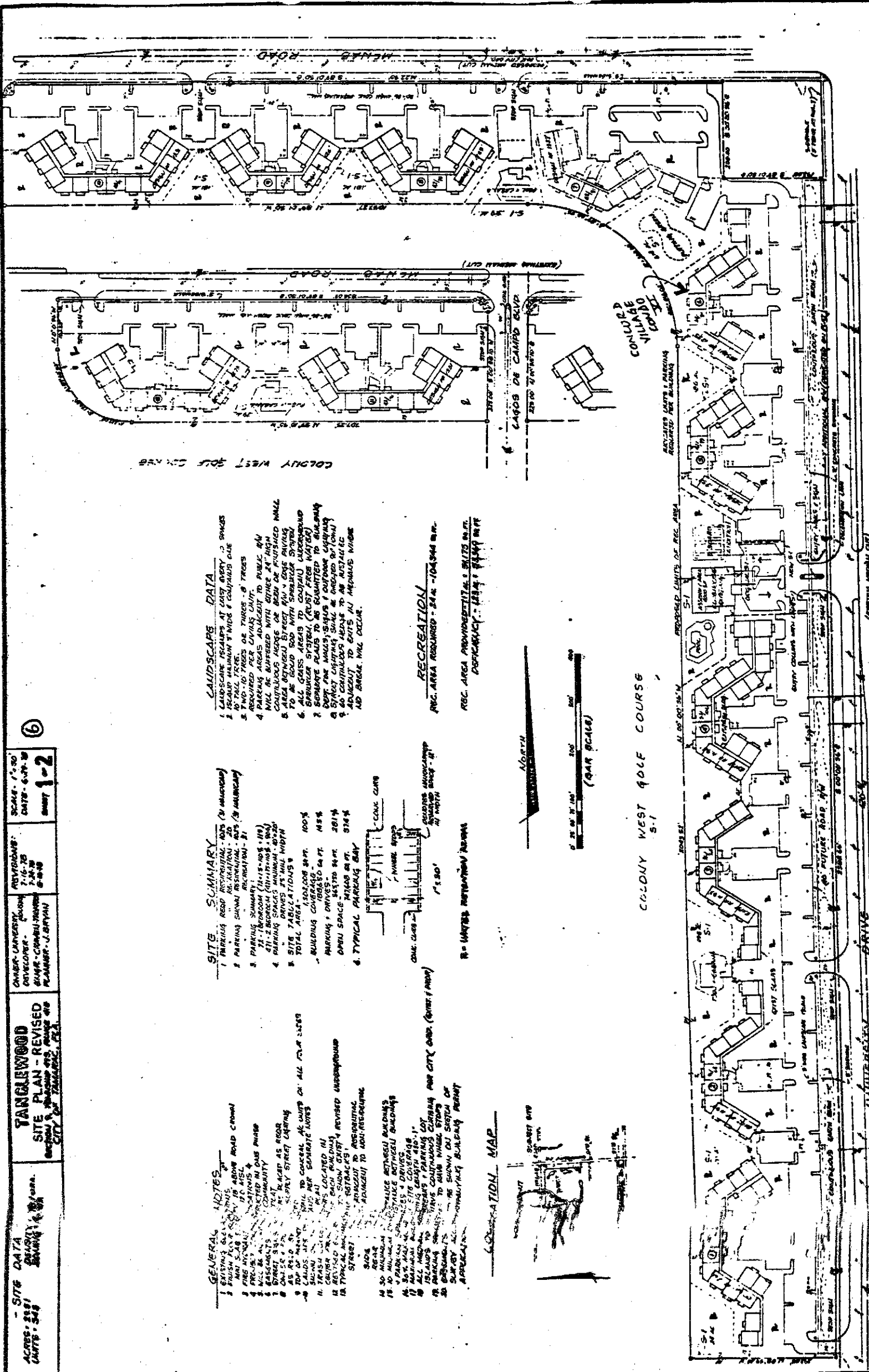
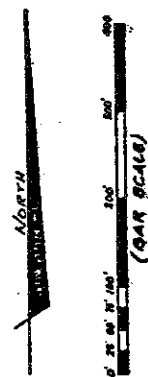
RECREATION

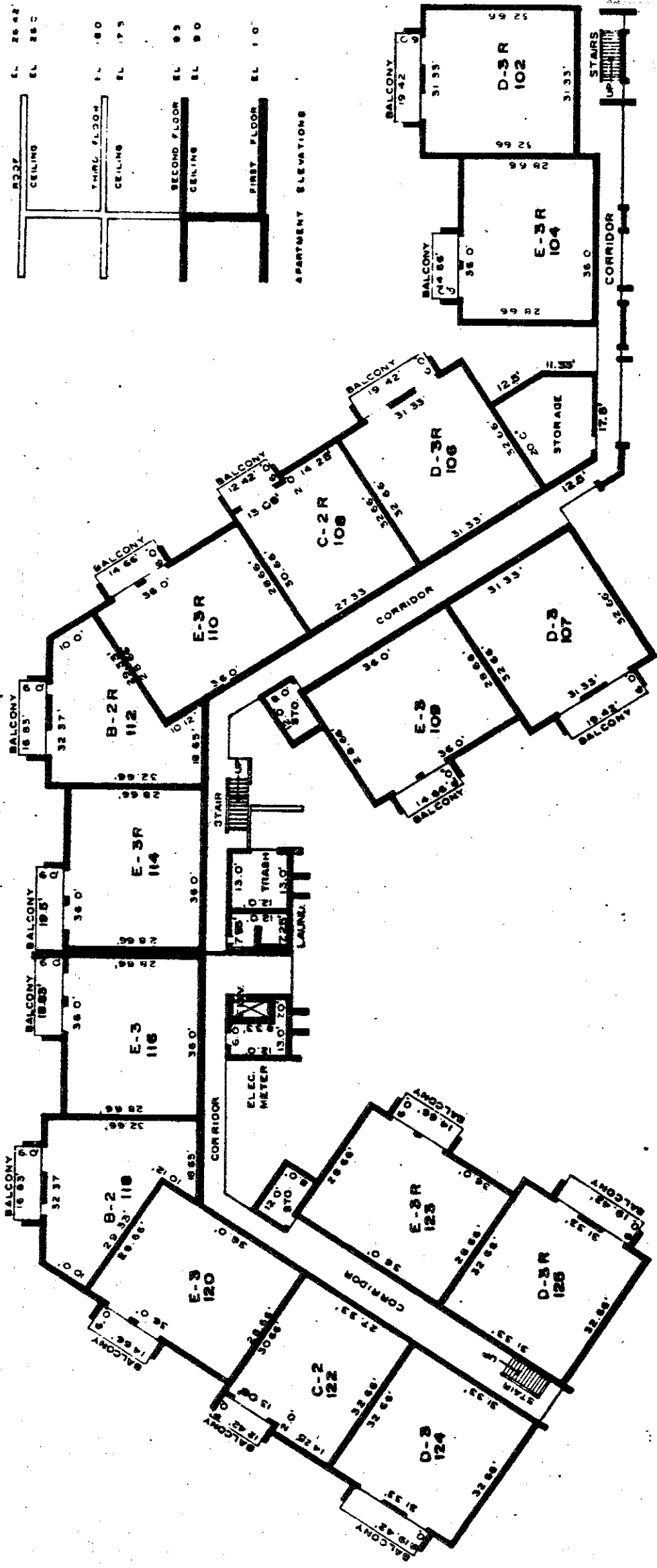
REC. AREA REQUIRED - 242 - 104,944 sq. ft.

RE: WALTER REYNOLDS, JR.

100

IDENTIFICATION MAP





26.42'	EL
26.0'	EL
18.0'	EL
17.5'	EL
9.9'	EL
9.0'	EL
1.0'	EL

FIRST FLOOR PLAN

BLDG. TYPE "DR" BLDG. NO. 6

EXHIBIT NO. _____

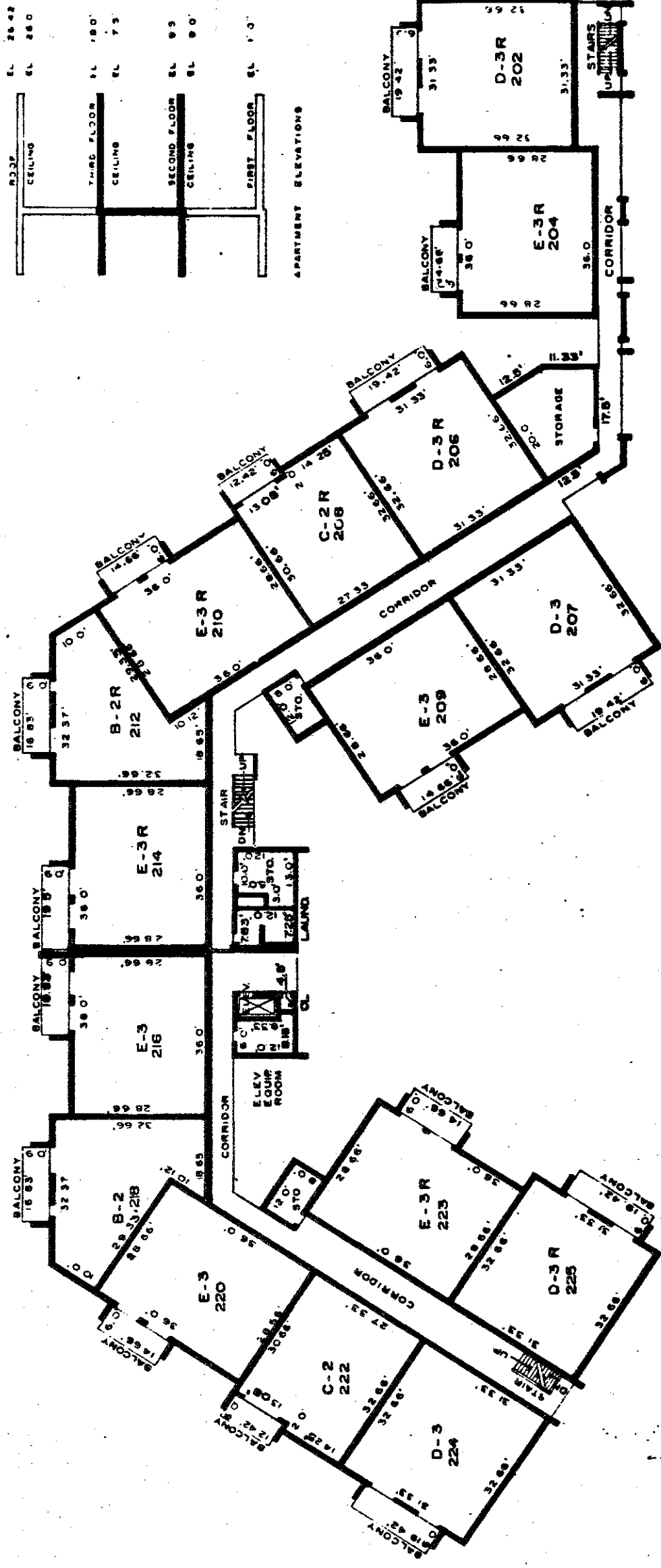
SHEET NO. _____ OF _____ SHTS.

CONCORD VILLAGE
DATE 10 17 78 COMM. NO. 7818



BALCONY	EL 26.42
CEILING	EL 26.0
THIRD FLOOR	EL 18.0
CEILING	EL 17.5
SECOND FLOOR	EL 9.9
CEILING	EL 9.0
FIRST FLOOR	EL 1.0

APARTMENT ELEVATIONS



SECOND FLOOR PLAN

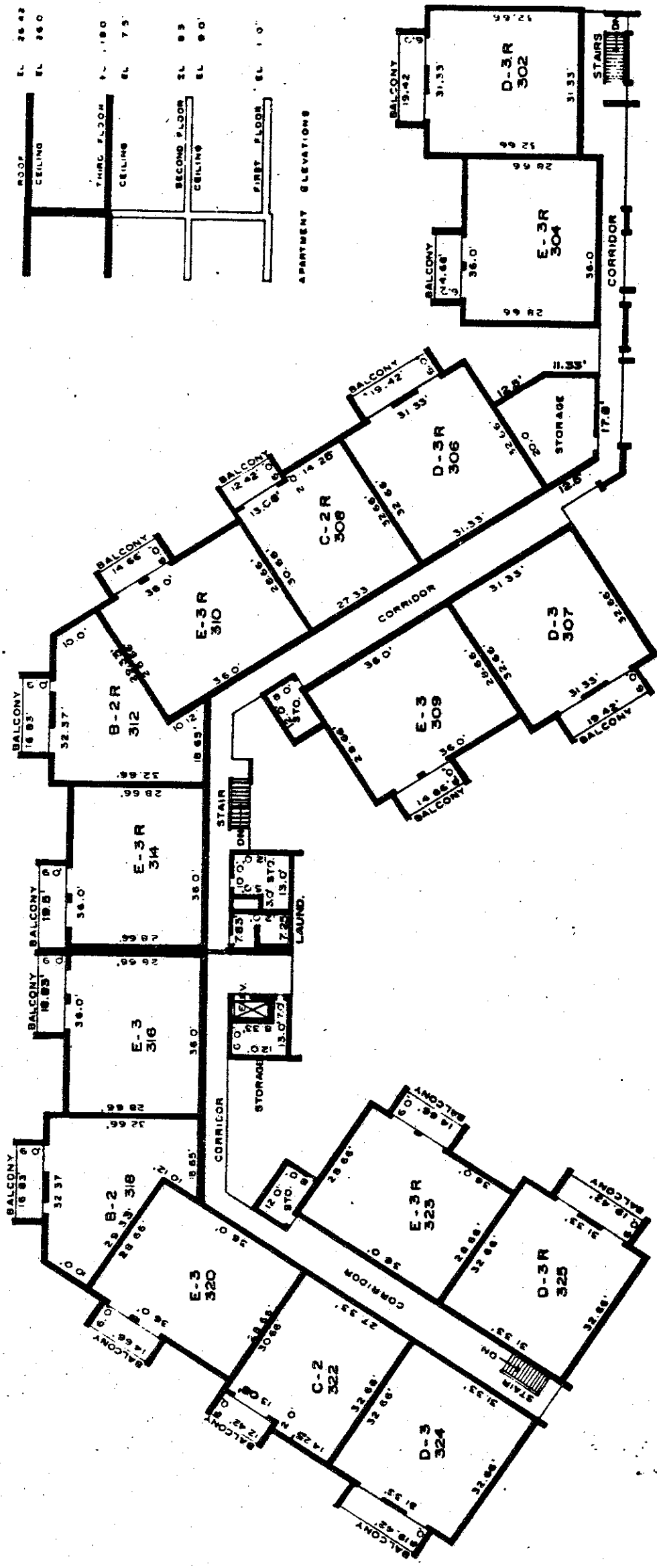
BLDG. TYPE "DR" BLDG. NO. 6



EXHIBIT NO. _____

SHEET NO. _____ OF _____ SHTS. _____

CONCORD VILLAGE
DATE 10-17-79 COMM. NO. 7818



THIRD FLOOR PLAN

EXHIBIT NO. _____

BLDG. TYPE "DR" BLDG. NO. 6

SHEET NO. _____ OF _____ SHTS.

CONCORD VILLAGE
 DATE 10.17.78 COMM. NO. 7818

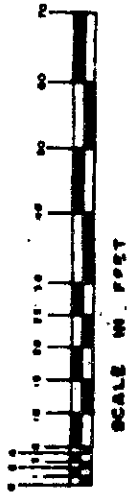


EXHIBIT 8

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges receipt of the items checked below, as required by the Condominium Act, relating to CONCORD VILLAGE CONDOMINIUM XI physically located at 6701 University Drive, Tamarac, Florida 33321.

Place a check in the column by each item received. If an item does not apply, place "N/A" in the column.

<u>ITEM</u>	<u>RECEIVED</u>
Prospectus	X
Declaration of Condominium	X
Articles of Incorporation of Condominium Association and Recreation Association	X
By-Laws of Condominium Association and Recreation Association	X
Estimated Operating Budget	X
Form of Agreement for Sale	X
Covenants and Restrictions	X
Ground Lease	N/A
Management and Maintenance Contracts for more than one year	N/A
Renewable Management Contracts	N/A
Lease of Recreational and other facilities to be used exclusively by unit owners of subject condominiums	N/A
Plot Plan	X
Floor Plan	X
Survey of Land and Graphic Description of Improvements	X
Escrow Agreement	X
Deed Facsimile	X
Schedule of Units	X
Rules and Regulations	X

THIS AGREEMENT IS VOIDABLE BY BUYER DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING

Executed this ____ day of _____, 1980.

Purchaser

EXHIBIT 9

DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS
FOR
CONCORD VILLAGE

001 THIS DECLARATION OF PROTECTIVE COVENANTS AND
002 RESTRICTIONS ("Covenants Declaration") is made and
003 entered into this day of , 197
004 by University Housing Corporation, a Florida corporation
005 ("Developer").
006

006 WHEREAS, the Developer is the owner of a certain portion
007 of the real property located in the City of Tamarac, Broward
008 County, Florida, more particularly described in Exhibit A
009 hereto and made a part hereof ("Concord Village") and plans
010 to construct residential buildings and certain recreational
011 facilities upon portions of the Concord Village Community,
012 herein referred to as the "Residential Property" and the
013 "Recreation Area", respectively, all as hereinafter des-
014 cribed; and
015

015 WHEREAS, the Developer desires to provide for the pre-
016 servation of the amenities and values thereof established
017 and created in the Concord Village Community, and to this end
018 does hereby subject the Residential Property and the Re-
019 creation Area, to the extent hereinafter provided, to the
020 covenants, restrictions, reservations and liens hereinafter
021 set forth, each and all of which is and are for the benefit
022 of the Concord Village Community; and
023

023 WHEREAS, the Developer has deemed it desirable for the
024 efficient preservation of the values and amenities established
025 as aforesaid to provide for the conveyance of the Recreation
026 Area to Concord Village Recreation Association, Inc.
027 ("Recreation Association") and to delegate and assign to the
028 Recreation Association the powers and duties of ownership,
029 maintenance and administration of the Recreation Area and
030 the improvements now and hereafter located thereon, the
031 enforcement of the covenants and restrictions contained
032 herein and the collection and disbursement of the assessments
033 and charges hereinafter provided; and
034

034 WHEREAS, the Recreation Association has joined in this
035 Covenants Declaration for the purpose of acknowledging and
036 consenting to the provisions hereof and its obligations
037 hereunder and those of its members, all in accordance with,
038 and subject to, the Plan for Development as hereinafter set
039 forth.
040

040 NOW, THEREFORE, the Developer hereby declares that those
041 portions of the Concord Village Community committed as
042 Residential Property and Recreation Area, as more particular-
043 ly described on Exhibit A attached hereto and made a part
044 hereof, pursuant to the provisions of this Covenants De-
045 claration, shall be used, held, transferred, sold, conveyed
046 and occupied subject to the covenants, restrictions,
047 reservations and liens hereinafter set forth.
048

048 I EXPLANATION OF TERMINOLOGY

048 The terms contained in this Covenants Declaration shall
049 have the meanings given in the Condominium Act, Chapter 718,
050 Florida Statutes, 1978 ("Act") and for clarification the
051 following terms have the following meanings:
052

052 1. "Concord Village Community" or "Concord Village"
053 means the planned development of real property being de-
054 veloped by the Developer upon the land which is described
055 in Exhibit "A" hereto, and such other lands as Developer may
056 hereinafter submit to this Covenants Declaration as part
057 of Concord Village Community. The Plan for Development
058 for Concord Village Community is described in Article II
059 of this Covenants Declaration.
060
060 2. "Concord Village Condominium" means a particular
061 condominium located in Concord Village which is the subject
062 of a particular "Condominium Declaration" (as that term
063 is hereinafter defined).
064
064 3. "Developer" means University Housing Corporation
065 a Florida corporation, and such successors, assigns and suc-
066 cessors in title as shall acquire all or any portion of or
067 interest in the real property comprising the Residential Pro-
068 perty, the Recreation Area and the "Additional Acreage" (as that
069 term is hereinafter defined) for the purpose of development
070 or sale or both and be designated or described by University
071 Housing Corporation, or a successor Developer as a Developer
072 for the purpose hereof by a written instrument recorded
073 in the Public Records of Broward County, Florida, prior
074 to or contemporaneously with such entity's beginning to
075 act as the Developer hereunder. By its terms, any such
076 designation by University Housing Corporation or a
077 successor Developer either may be for specific designated
078 purposes or may be for all purposes, may be subject to such
079 limitations or reservations as University Housing Cor-
080 poration or such successor Developer may provide in such
081 designation and may also include the right of redesignation
082 by such successor and further successors. Also, by its
083 terms, any such designation may provide that it shall
084 become effective upon the occurrence of such event or events
085 as shall be specified in such document. Any reference in
086 this Covenants Declaration to a "successor Developer" shall
087 not be construed to limit, modify or effect in any other
088 context the construction of the term "Developer" as defined
089 in this paragraph and is merely so used in a particular
090 context for possible further clarity.
091
091 4. "Act" means the Condominium Act, Chapter 718,
092 Florida Statutes, 1978.
093
093 5. "Condominium Documents" means in the aggregate
094 the Declaration or the "Condominium Declarations", the
095 "Articles and By-Laws" of the Condominium Association,
096 the "Articles and By-Laws" of the Recreation Association,
097 this "Covenants Declaration", and all similar instruments
098 and documents which may be executed in connection with
099 a Concord Village Condominium and other portions of the
100 Concord Village Community.
101
101 6. "Declaration" means this document.
102
102 7. "Condominium Declaration" means a Declaration
103 of Condominium by which a Concord Village Condominium
104 is submitted to condominium ownership in accordance
105 with the Act.
106
106 8. "Apartment" means unit, as set forth in the Act,
107 and is that portion of the Condominium Property which is
108 subject to exclusive ownership.

111 9. "Recreation Association" means Concord Village
112 Recreation Association, Inc., a Florida corporation not
113 for profit, organized to administer Concord Village,
114 having as its members the apartment owners.
115

115 10. "Common Expenses" means expenses for which the
116 Apartment Owners are liable, as set forth in various
117 sections of the Act and in the Condominium Documents
118 and includes:
119

119 (a) expenses incurred in connection with the
120 operation, maintenance, repair or re-
121 placement of the "Common Elements"
122 (as hereinafter defined), costs of carrying
123 out the powers and duties of the Association,
124 costs of insurance; and
125

125 (b) each Concord Village Condominium's pro rata
126 share of the taxes, insurance and other
127 expenses incurred in connection with the
128 operation, maintenance, repair or replace-
129 ment of the Recreation Area as set forth in
130 this Covenants Declaration (collectively
131 the "Recreation Area Expenses"); and
132

132 (c) any other expenses designated as "Common
131 Expenses" from time to time by the Board
134 of Directors of the Recreation Association.
135

135 11. "Condominium Property" means the "Land" (as that
136 term is defined in the various Condominium Declarations),
137 all improvements thereon, including the Apartments, the
138 Common Elements and all easements and rights appurtenant
139 thereto which are intended for use in connection with a
140 Concord Village Condominium and specifically includes, as
141 a right appurtenant to said land, the possessory and use
142 rights set forth in this Covenants Declaration.
143

143 12. "Recreation Association" means Concord Village
144 Recreation Association, Inc., a Florida corporation not
145 for profit, organized to administer Concord Village,
146 having as its members the Apartment Owners.
147

147 13. "Condominium Association" means the Condominium
148 Association for each Concord Village Condominium, as defined
149 in Chapter 718, Florida Statutes.
150

150 14. "Additional Acreage" means those lands which may
151 hereinafter become part of Concord Village Community.
152

152 15. "Articles" and "By-Laws" means the Articles of
153 Incorporation and By-Laws of the Recreation Association.
154

154 16. "Board" means the Board of Directors of the
155 Recreation Association.
156

156 17. "Recreation Area" means the recreation property
157 serving Concord Village Community.
158

158 18. "Covenants Declaration" means this instrument
159 whereby Developer and the Recreation Association have agreed
160 to impose certain restrictions, conditions and covenants as
161 to use upon the Residential Property and the Recreation Area.
162

467 19. "Approved Mortgagee" means a State or Federal
468 Bank, Savings and Loan Association, Insurance Company,
469 Real Estate Investment Trust, Union Pension Fund, Mortgage
470 Banking Company, and any "Secondary Mortgage Market Insti-
471 tution", including but not limited to the Federal National
472 Mortgage Association, Government National Mortgage Asso-
473 ciation, Federal Home Loan Mortgage Corporation, and such
474 other secondary Mortgage Market Institutions as Developer
475 may approve.

II PLAN FOR DEVELOPMENT OF CONCORD VILLAGE COMMUNITY (UNCOMMITTED)

167 A. Description of Residential Property and Recreation 168 Area. 169

169 The Developer has acquired and is the owner of certain
170 lands in the City of Tamarac, Broward County, Florida.
171 Developer intends but shall not be obligated hereby to
172 develop or cause to be developed thereon a residential
173 community to be known as Concord Village Community. Attached
174 hereto as Exhibit B is a Property Plan for Concord Village.
175 The Residential Property and the Recreation Area subject
176 to this Covenants Declaration are more particularly
177 described in Exhibit A attached hereto and made a
178 part hereof.
179

182 B. The Property Plan indicates: 183

183 Those portions of Concord Village Community which
184 are hereby deemed committed as to boundary and specific land
185 use, and are subject and committed to the covenants, re-
186 strictions, terms and conditions of this Covenants De-
187 claration.
188

188 The remainder of Concord Village Community may be
189 developed in stages. Concord Village Community may ulti-
190 mately contain a maximum of twelve (12) condominiums, which
191 may contain in the aggregate a maximum of 543 dwelling units,
192 and recreational facilities. Construction of the Recreation
193 Area shall be commenced and be "substantially completed" as
194 hereinafter provided. The Recreation Area shall be available
195 for the use and enjoyment of the Recreation Association and
196 its members in accordance with the use provisions contained
197 herein. In the event that the Developer develops the
198 Additional Acreage as part of the Concord Village Community
199 and dwelling units are constructed thereon, such dwelling units
200 may be Apartments, and the owners thereof may be Apartment
201 Owners and members of the Recreation Association. Developer
202 reserves the right to develop said "Additional Acreage"
203 other than as a part of Concord Village Community, in which
204 event the owners thereof shall not be subject to this
205 Covenants Declaration and shall not be members of the
206 Recreation Association.
207

207 Each proposed residential building, if built, may
208 be submitted to condominium ownership as a separate con-
209 dominium by the recordation of separate declarations of
210 condominium in the Public Records of Broward County, Florida.
211 Developer, for itself, its successors and assigns, other
212 than non-developer unit owners, hereby reserves to itself
213 the absolute right to choose as to whether additional stages
214 are to be constructed in the Concord Village community.
215

215 In order to subject each additional stage of Concord
216 Village Community to this Covenants Declaration,

217 Developer shall file an amendment to this Covenants
218 Declaration in the Public Records of Broward County,
219 Florida. Each such amendment shall require only the
220 approval of Developer; and said amendment shall contain
221 a legal description of the Concord Village stage which
222 is the subject of the amendment. The owners of any
223 portion of the real property contained in Concord Village
224 Community shall be deemed to have agreed to such affirmative
225 commitment of additional lands without the necessity of
226 executing such instrument.

227
227 C. Construction of Improvements included within
228 the Recreation Area.

229
229 1. The Developer may develop and construct
230 additional recreation facilities, but the Developer reserves
231 the right to halt construction of any unfinished recreation
232 facilities. The Developer has already commenced construction
233 of Recreation Area I, as described upon Exhibit "A" hereto.

234
234 2. Construction of the Recreation Area improve-
235 ments shall be carried forward with all reasonable speed and
236 due diligence. The Recreation Association acknowledges that
237 "substantial completion (as that term is hereinafter defined)
238 of the Recreation Area improvements may be delayed for such
239 periods of time as may be occasioned by lockouts, government
240 restrictions, fires, earthquakes and other Acts of God,
241 strikes, catastrophes and shortages in materials or
242 labor, or any matters beyond the Developer's control, or
243 other matters which interfere with the Developer, its
244 contractors, subcontractors or materialmen. For purposes
245 of this Covenants Declaration, "substantial completion",
246 "substantially complete" or "substantially completed" means
247 the point in time when an architect or professional engineer
248 licensed in the State of Florida certifies that the subject
249 improvements have been substantially completed in accordance
250 with the plans and specifications for such improvements.
251 Each Recreation Area shall be regarded as separate for the
252 purpose of determining whether such recreation facilities
253 are substantially complete.

254
254 3. Each such additional recreation area as may
255 be constructed in Concord Village, other than Recreation
256 Area I, shall be submitted to and made subject to this
257 Covenants Declaration by the filing by Developer of an
258 Amendment to this Covenants Declaration in the Public
259 Records of Broward County, Florida. The owners of any
260 portion of the real property contained in Concord Village
261 Community shall be deemed to have agreed to such affirmative
262 commitment of additional recreation property without the
263 necessity of executing such instrument.

264

III LAND USE COVENANTS; CONVEYANCE OF RECREATION AREA

264 A. Land Use Covenants

265

265 In consideration of the benefits hereinafter
266 contained and the payment of the Recreation Area Expenses
267 referred to herein, the Developer does hereby declare and
268 the Association agrees that the lands described in Exhibit
269 "A" attached hereto are hereby committed to land use as
270 Residential Property and Recreation Area as follows:

271

271 1. Residential Property: that portion of Concord
272 Village Community designated as "Residential Property" on

273

273 Exhibit "A" attached hereto and made a part hereof. Concord
274 Village Community shall be for residential use only. Re-
275 sidential use shall include all construction and developmental
276 activities necessary to build, sell and develop the Residential
277 Property for such use, as well as other lands owned or
277 controlled by Developer, its affiliates and other entities
277 controlled by the principals of Developer. In furtherance
278 thereof, it is hereby recognized and agreed that the Developer,
279 its affiliates and other entities controlled by the principals
280 of Developer may build, use and maintain a sales building
281 and/or sales office and/or sales models and structures,
282 signs and appurtenances affiliated therewith on the Residential
283 Property and Recreation Areas until such time as Developer
284 has completed all construction to be located in Concord
285 Village or on the Additional Acreage, at which time the
286 Developer shall remove all such structures and appurtenances
287 at no cost to the Association or the owners of residences in
288 Concord Village Community. In no event shall the termination
289 of a Concord Village Condominium or an amendment to a Con-
290 dominium Declaration result in or authorize the construction,
291 reconstruction or location of more residences upon the land
292 comprising the Condominium Property of such Concord Village
293 Condominium than the number of residences originally submitted
294 to condominium ownership. No commercial or business
295 occupations may be carried on in the Residential Property,
296 except as aforesaid in connection with the construction,
297 development, sale or rental of residences by the Developer,
298 its affiliates and other entities controlled by the principals
299 of Developer and except for direct accessory uses, such as
300 parking, and the operation of vending machines, and similar
301 activities, and installation and maintenance of the utilities
302 and other services essential for development of Concord
302 Village Community.

303
303 2. Recreation Area: The Recreation Area as shown
304 on Exhibit B shall be improved with a clubhouse and swimming
305 pools, landscaping and other improvements, including parking
306 for owners of residences located in Concord Village and their
307 licensees, invitees, family members and guests. This Re-
308 creation Area shall always be kept and maintained as and for
309 such purposes in an aesthetically pleasing manner consistent
310 with the plan, appearance and development of same by the
311 Developer. The Board shall make rules and regulations as
312 to the operation and enjoyment of these facilities and
313 improvements and any recreation property which may hereafter
314 become a part of Concord Village Community.

316
316 3. All remaining portions of the Recreation Areas
317 of Concord Village Community if, as and when submitted to
318 encumbrance by this Declaration shall always be kept and
319 maintained for recreational uses and shall be used
320 for such purposes and not for residential, commercial
321 or industrial use of any kind, except as permitted by
322 Developer hereunder. Throughout the term of this Covenants De-
323 claration, the Recreation Areas are not for the use and
324 enjoyment of the public, but are expressly reserved for
325 the private use and enjoyment of the Recreation Association
326 and its members, their guests, invitees and licensees,
327 in accordance with this Covenants Declaration.

328
328 4. Easements: The Developer for itself, its
329 successors and assigns reserves the right to grant such
330 easements over, under, in and upon the Residential Property
331 and the Recreation Area in favor of the Developer, its succes-
332 sors and assigns, the Recreation Association, its designees,
333 including managing companies, the Condominium Associations,
334 Apartment Owners and appropriate utility and other service
335 corporations or companies for ingress and egress for persons,

336 vehicles and bicycles, and to provide power, electric, sewer,
337 water and other utilities services and lighting facilities,
338 irrigation, television transmission facilities, security
339 service and facilities in connection therewith, and access
340 to publicly dedicated streets, and the like. The Developer,
341 the Condominium Associations and the Recreation Association
342 shall execute, deliver and impose, from time to time, such
343 easements and cross-easements for any of the foregoing
344 purposes and at such location or locations as determined
345 by the Developer or, after the "Transfer Date", as hereinafter
346 defined, as shall be agreed upon by the Developer and the
347 Recreation Association. The Developer's rights hereunder
348 shall continue notwithstanding the recordation of a Concord
349 Village Declaration of Condominium, the conveyance of
350 Apartments by Developer, or the conveyance of the Recreation
350 Area or Areas to the Recreation Association.

351 5. The Recreation Area, roadways, accessways and
352 parking drives as shown on Exhibit B attached hereto and
353 made a part hereof, and as may be subsequently added
354 to Concord Village Community by appropriate Amendment, are
355 hereby declared to be subject to a perpetual nonexclusive
356 easement by persons, vehicles and bicycles for ingress and egress,
357 access to, over and across the same to the different portions
358 of Concord Village Community which are beyond the boundaries
359 thereof, which easement is hereby created in favor of the
360 Developer, its successors and assigns, the Recreation Asso-
361 ciation and the Condominium Associations, and their members,
362 the Apartment Owners and their family members, and their
363 guests, invitees, lessees or licensees for all proper and
363 normal purposes, and for furnishing of services
364 and facilities for which the same are reasonably intended.
365

365 6. The land described on Exhibit "A" shall be
366 and the same is declared to be subject to an easement or
367 easements on, upon, across, through and under Concord Village
368 Community (which easement may include reasonable rights of
369 access for persons and equipment necessary to accomplish
370 such purpose) to construct, service or repair or maintain
371 any improvements thereon; provided, however, no such easements
372 will be granted with respect to any part of Concord Village
373 Community lying beneath a Building after the construction
374 thereof.
375

375 7. All of Concord Village Community if, as and
376 when submitted to encumbrance by this Declaration shall be
377 subject to easements for encroachments which now or hereafter
378 exist, caused by settlement or movement of any improvements
379 thereon or caused by minor inaccuracies in building or re-
380 building of such improvements. The above easements shall con-
381 tinue until such encroachments no longer exist.
382

382 8. In addition to the easements set forth herein,
383 other easements may be granted upon the Plats of the Condo-
384 minium properties. Others may be granted by the Declaration
385 and Amendments to this Covenants Declaration.
386

386 9. Rules and Regulations: The Board shall impose
387 rules and regulations regulating the use and enjoyment of the
388 Recreation Areas and the Residential Property. The Rules and
389 Regulations so promulgated shall in all respects be consistent
390 with the use covenants set forth in this Covenants Declaration
391 and with the architectural and beautification plan for Concord
392 Village as established by the Developer. The Board may modify,
393 alter, amend and rescind such rules and regulations, provided
394 such modifications, alterations, amendments and rescissions
395 are consistent with the use covenants set forth herein.

396
396 B. Conveyance of Recreational Area
397

397 The Developer agrees that it shall convey to the
398 Recreation Association fee simple title in and to the Re-
399 creation Area subject to the following: (1) the terms and
400 provisions of the Condominium Documents, including this
401 Covenants Declaration; (2) real estate taxes for the year
402 of such conveyance; (3) applicable zoning ordinances; (4) such
403 facts as an accurate survey may show; and (5) all conditions,
404 limitations, easements, reservations and restrictions of
405 record. Developer reserves the right to convey to the
406 Recreation Association portions of the Recreation Area
407 from time to time, however, the conveyance of all completed
408 Recreation Areas subject to this Covenants Declaration to
409 the Recreation Association shall be completed upon the
410 "Transfer Date", which shall be the earlier of the following:
411

- 411 1. The occurrence of the "Majority Election
412 Meeting", as described in the Articles of
413 the Recreation Association; or
414
414 2. When the Developer shall determine that
415 the development of Concord Village
416 Community has been completed.
417

417 In recognition of the fact that the Developer, its
418 affiliates and other entities controlled by the principals
419 of Developer, will have a continuing and substantial interest
420 in parts of Concord Village Community and in the development
421 and administration of Concord Village Community in general,
422 the Developer hereby reserves for itself, its affiliates and
423 other entities controlled by the principals of Developer and
424 the Recreation Association the right to use all of the
425 Recreation Areas in conjunction with the sale,
426 leasing and development of residential dwelling units,
427 without any cost to the Developer, its affiliates and other
428 entities controlled by the principals of Developer for such
429 rights and privileges. These rights and privileges, which
430 shall in no way limit the Developer's other rights and
431 privileges under the Condominium Documents, shall terminate
432 upon the closing of the conveyance by the Developer of the
433 last Apartment planned for development in all stages of
434 Concord Village Community, or such earlier date upon which
435 the Developer shall notify the Recreation Association of
436 its voluntary election to relinquish such rights and privileges.

IV ASSESSMENTS FOR
RECREATION AREA EXPENSES;
ESTABLISHMENT AND ENFORCEMENT
OF LIENS

437 A. Affirmative Covenant to pay Recreation Area Expenses
438

438 In order to (a) fulfill the covenants herein contained;
439 (b) preserve the Recreation Area for the recreation, safety,
440 welfare and benefit of Apartment Owners, their licensees,
441 invitees, guests, family members and lessees at Concord Village
442 Community; and (c) provide for maintenance and preservation
443 of the Recreation Area and the services and amenities provided
444 for herein, there is hereby imposed upon each apartment upon
445 land which is now, or hereafter may be subjected to this
446 Covenants Declaration, and the owners of such lands, the
447 affirmative covenant and obligation to pay the Recreation
448 Area Expenses as defined and more particularly set forth in
449 Article VI of this Covenants Declaration. As Additional
450 Recreation Areas may be constructed and made subject to this
451 Covenants Declaration, the maintenance and operation of said
areas shall also be included in the Recreation Area Expenses.

452 The Developer and the Recreation Association agree that
453 the Condominium Documents shall recognize that all of the
454 covenants set forth in this Covenants Declaration, including
455 the affirmative covenants herein set forth, run with the
456 Recreation Area and the Residential Property, and that the
457 assessments for Recreation Area Expenses due hereunder are
458 Common Expenses. Each Apartment Owner, by acceptance of
459 a deed or other instrument of conveyance for an Apartment,
460 whether or not it shall be so expressed in such deed or
461 instrument, shall be obligated and agrees to pay to the
462 Recreation Association all assessments for Recreation Area
463 Expenses determined in accordance with the provisions of
464 the Condominium Documents, including such special assess-
465 ments as the Board may from time to time levy in accordance
466 with the Condominium Documents.

001 B. Lien

002
002 The annual assessments and special assessments,
003 if any, for Recreation Area Expenses, together with interest
004 thereon and costs of collection, including reasonable
005 attorneys' fees as hereinafter provided, are hereby declared
006 to be a charge on the Residential Property and shall be an
007 continuing lien upon the Residential Property and portions
008 thereof against which each such assessment is made. As to
009 any Concord Village Condominium declared upon the Residential
010 Property, the assessment applicable to the Apartments con-
011 tained therein shall be part of the Common Expenses of that
012 Concord Village Condominium, and shall be collected by the
013 Condominium Association for that Condominium in the same
014 manner, by the same procedure and to the same extent as other
015 Common Expenses, and forthwith upon receipt shall be remitted
016 to the Recreation Association. Each assessment against an
017 Apartment, together with interest thereon at the highest rate
018 allowed by law and costs of collection thereof, including
019 reasonable attorneys' fees through all appeals, shall be
020 the personal obligation of the person, persons or entity
021 owning the Apartment so assessed. Said lien shall be effective
022 only from and after the time of recordation amongst the
023 Public Records of Broward County, Florida, of a written
024 acknowledged statement by the Recreation Association setting
025 forth the amount due to the Recreation Association as of the
026 date the statement is signed. Upon full payment of all sums
027 secured by that lien, including such sums as come due sub-
028 sequent to the signing of that lien, the party making payment
029 shall be entitled to a recordable satisfaction of the state-
030 ment of lien. The provisions of Section 718.116(6) of the
031 Act are applicable to the assessments hereunder as to
032 Apartments contained in any Concord Village Condominium
033 and, therefore, an approved Mortgagee or its designee
034 acquiring title to an Apartment as a result of foreclosure
035 or deed in lieu of foreclosure shall not be liable
036 for the share of Recreation Area Expenses or other assessments
037 chargeable to the former Apartment Owner which became due
038 prior to acquisition of title, unless such assessments are
039 secured by a claim of lien recorded prior to the recording
040 of its mortgage.

041
041 C. Enforcement

042
042 In the event any Apartment Owner shall fail to pay
043 any annual assessments, or installment thereof, or any
044 special assessment, or installment thereof, charged to his
045 Apartment within twenty (20) days after the same becomes due,
046 then the Recreation Association, through its Board, shall
047 have the following remedies:

048 1. To accelerate the entire amount of any
049 annual assessment for the remainder of the calendar
050 year notwithstanding the provisions for the payment
051 thereof in installments;

052 2. To advance on behalf of the Apartment Owner
053 in default funds to accomplish the needs of the
054 Recreation Association. The amount or amounts of
055 monies so advanced, including reasonable attorneys'
056 fees and expenses which have reasonably been incurred
057 because of or in connection with such payments, to-
058 gether with interest at the highest rate allowed by
059 law, may thereupon be collected by the Recreation
060 Association. Such advance by the Association shall
061 not waive the default of the Apartment Owner in failing
062 to make its payments; or

063 3. The Recreation Association may file an action
064 in equity to foreclose its lien in accordance with the
065 Act. The lien may be foreclosed by an action in the
066 name of the Recreation Association in like manner as a
067 foreclosure of a mortgage on real property.

068 4. Without waiving its lien rights and its right
069 of foreclosure, the Recreation Association may file an
070 action at law to collect all past due assessments,
071 plus interest at the highest rate allowed by law, plus
072 court costs and reasonable attorneys' fees.

073 D. Residential Property - Additional Acreage

074 1. Portions of the Additional Acreage shall become
075 Residential Property, subject to this Declaration of Protective
076 Covenants and Restrictions by Developer's submitting and filing
077 in the Public Records of Broward County, Florida, an amendment
078 hereto, subjecting such land to the provisions of this
079 Declaration, as set forth in Article II hereof.

407 2. Upon the filing of such amendment, the owner
408 of any portion of the Residential Property in the Additional
409 Acreage shall comply with the provisions hereof and shall
410 commence to pay, as of the "Unit completion date", its
411 pro-rata share of Recreation Area Expenses as fully as
412 though said owner were an Owner of an Apartment upon the
413 lands described upon Exhibit "A" hereto. The pro-rata share
414 shall be determined by dividing the overall expenses by
415 a fraction, the denominator of which shall be all of the
416 residential units (including Apartments) then existing upon
417 the Residential Property, as to which the "Unit completion
418 date" has occurred, and the numerator of whom shall be one
419 (1). For example, if there are 100 such units subject to
420 this Covenants Declaration, each unit shall pay one-hundredth
421 (1/100) of the Recreation Area Expenses. The "Unit completion
422 date" as to each unit shall be the date when said unit may
423 legally be occupied pursuant to a "Certificate of
424 Occupancy" or similar authority issued by the appropriate
425 governmental institution.

095 3. As Developer conveys each such residential
096 unit, the obligation to pay the share of Recreation Area
097 Expenses attributable to such unit shall automatically
098 pass to the new owner on the date of that conveyance.

100

V METHOD OF DETERMINING
ASSESSING AND COLLECTING
ANNUAL AND SPECIAL ASSESSMENTS

100 The Recreation Area Expenses as hereinafter set forth and
101 described shall be paid by the Recreation Association out of
102 funds assessed to and collected from Apartment Owners on the
103 following basis:

104 A. Determining Individual Apartment Assessments

105
106 1. Individual Apartment Assessment: The total
107 anticipated Recreation Area Expenses for each calendar year
108 shall be set forth in an annual budget prepared by the Board.

109 2. Apartments subject to Assessment: The phrase
110 "Apartments Subject to Assessment" shall mean the Apartments
111 in all declared Concord Village Condominiums on the Residential
112 Property and such apartments as may be declared and constructed
113 on the Additional Acreage, as to which the "Unit completion
114 date" has occurred.

115 3. Assessment Payment: The Individual Apartment
116 Assessment shall be payable in quarterly installments or in
117 such other installments as the Board may determine (but in no
118 event less frequently than quarterly).

119 B. Special Assessments

120 Special Assessments may be levied by the
121 Board for the purpose of defraying in whole or in
122 part the reasonable cost of construction or reconstruction
123 of improvements upon the Recreation Areas. The Board shall
124 determine the cost of construction or reconstruction and shall
125 assess the same amongst the Apartment Owners and allocate such
126 assessments as described in this Declaration and the Condominium
127 Documents. There shall be no special assessments charged to
128 the Developer or against Apartments owned by the Developer
129 without the consent of the Developer.

130 VI RECREATION AND EXPENSES

131 The following expenses of the Recreation Areas are declared
132 to be Recreation Area Expenses which the Association is obligated
133 to collect and Apartment Owners are obligated to pay as provided
134 in Article V herein:

135 A. Taxes

136 Any and all taxes levied or assessed at any and all
137 times by any and all taxing authorities, including all taxes,
138 charges, assessments and impositions and liens for public
139 improvements, special charges and assessments, and water
140 drainage districts, and in general all taxes and tax liens
141 which may be assessed against the Recreation Areas and against
142 any and all personal property and improvements which are now
143 or which hereafter may be placed thereon, including any
144 interest, penalties and other charges which may accrue thereon.

145 B. Utility Charges

146 All charges levied for utilities providing services
147 for the Recreation Areas, whether they are supplied by a
148 private or public firm. It is contemplated that this
149 obligation will include all charges for water, gas, electricity,
150 telephone, sewer and any other type of service charge.

151 C. Liability Insurance

152 The premiums on the policy or policies of insurance
153 insuring against claims and demands made by any person or
154 persons whomsoever for injuries received in connection with
155 the operation and maintenance of the Recreation Areas, and
156 improvements and buildings located thereon, or for any other

154 risk insured against by such policies, in amounts determined
155 appropriate by the Board. All such policies will name the
156 Recreation Association (and the Developer until the Transfer
157 Date as their respective interests may appear) as the entity
158 insured by such policy or policies. The original or true
159 copy of each policy shall be held in the office of the
160 Association.

161
161 D. Fire, Windstorm and Other Casualty Insurance
162

162 The premiums for insurance to keep insured any and
163 all buildings and improvements now located or which may
164 hereafter be located, built or placed upon the Recreation
165 Areas for protection against loss or damage caused by or
166 resulting from fire, windstorm or other casualty in amounts
167 determined appropriate by the Board.

168
168 The insurance policies described in paragraphs C
169 and D immediately above, including the amounts thereof and
170 the insurers thereof shall be subject to the approval of
171 the Lead Approved Institutional Mortgagee determined as of
172 the renewal date of each such policy. The term "Lead
173 Approved Institutional Mortgagee" shall mean that Approved
174 Mortgagee holding the greatest dollar amount of mortgage
175 indebtedness encumbering the lands shown upon Exhibit B
175 hereto.

176
176 E. Destruction of Buildings or Improvements
177

177 Any sums necessary to repair or replace, construct
178 or reconstruct damage caused by the destruction of any
179 building upon the Recreation Areas by fire, windstorm,
180 flood or other casualty regardless of whether or not the
181 same is covered in whole or in part by insurance.

188
188 F. Repair and Replacements
189

189 All expenses necessary to keep and maintain, repair
190 and replace any and all buildings, improvements, personal
191 property and furniture, fixtures and equipment upon the
192 Recreation Areas in a manner consistent with the de-
193 velopment of Concord Village and in accordance with all
194 orders, ordinances, rulings and regulations of any and
195 all Federal, state and city governments having jurisdiction
196 thereover, as well as the statutes and laws of the State
197 of Florida and the United States. This shall include any
198 expense attributable to the maintenance and repair and
199 replacement of pumps or other equipment located upon or
200 servicing Concord Village pursuant to agreements with
201 utility suppliers.

202
202 G. Indemnification
203

203 All costs and expenses of the Recreation
204 Association pursuant to the following provisions: The
205 Recreation Association covenants and agrees that it will
206 indemnify and save harmless the Developer from and against
207 any and all claims, suits, actions, damages and causes of
208 action arising from any personal injury, loss of life, and/or
209 damage to property sustained in or about the Recreation Areas,
210 or the appurtenances thereto, from and against all costs,
210 counsel fees, expenses and liabilities incurred in and
211 about any such claim, the investigation thereof or the
211 defense of any action or proceedings brought thereon,
212 and from and against any orders, judgments, and/or

213 decrees which may be entered therein. The costs of
214 fulfilling the covenant of indemnification herein set
215 forth shall be deemed to be Recreation Area Expenses,
216 Included in the foregoing provisions of indemnification
217 are any expenses that the Developer may be compelled
218 to incur in bringing suit for the purpose of enforcing its
219 rights hereunder, or for the purpose of compelling the
220 specific enforcement of the provisions, conditions and
221 covenants contained in this Covenants Declaration to be
222 kept and performed by the Recreation Association and its
223 members, including counsel fees at all trial and appellate
224 levels.

225
225 H. Operational Expenses

226
226 The costs of administration of the Recreation As-
227 sociation, including any secretarial, bookkeeping, legal and
228 accounting expenses and the cost of employees necessary to
229 carry out the obligations and covenants of the Recreation
230 Association hereunder, shall be deemed to be Recreation Area
231 Expenses. In addition, it is contemplated that the Re-
232 creation Association may retain a management company to
233 assist in the operation of the Recreation Area and other
234 obligations of the Recreation Association hereunder. The
235 fees or costs of any management company so retained shall
236 be deemed to be part of the Recreation Area Expenses hereunder.

450 I. Such other expenses as may actually constitute
451 the costs of owning and operating the Recreation Areas.

VII GENERAL PROVISIONS

238 A. Duration

238
238 All of the covenants, agreements and restrictions
239 covering Concord Village set forth herein, including the
240 land use covenants and the affirmative covenants to pay
241 Recreation Area Expenses, shall run with and bind the lands
242 subject hereto from time to time, and shall inure to the
243 benefit of and be binding upon the Developer, the Recreation
244 Association, the Condominium Associations and their members,
245 all owners of Residential Property or any part thereof, their
246 respective legal representatives, heirs, successors and
247 assigns for a term of seventy-five (75) years from the date
248 when this Covenants Declaration is recorded, after which
249 time said covenants shall be automatically extended for
250 successive periods of ten (10) years, unless after such
251 seventy-five year term an instrument signed by the persons
252 or entities then owning two-thirds (2/3) of all Apartments
253 subject to this Declaration is recorded, agreeing to ter-
254minate said covenants and restrictions. No such instrument
255 shall be effective, however, unless made and recorded one
256 (1) year in advance of the effective date of such termination.

257 B. Plan for Development

258
258 The Developer, the Recreation Association,
259 and the Apartment Owners and their grantees,
260 successors or assigns, by acceptance of their respective
261 instruments of conveyance for Apartments, all acknowledge
262 that Concord Village Community is being developed under a
263 common plan as set forth in Article II herein and in the
264 other Condominium Documents. Such parties further acknow-
265 ledge that the easement rights, use covenants and obligations
266 to pay Recreation Area Expenses are an integral part of the
267 common plan for development and are required to provide access
268 to and from the various portions of Concord Village Community
269 and publicly dedicated rights-of-way, as well as for the
270 operation and maintenance of Concord Village Community,

271 Accordingly, such parties hereby covenant that no amendment
272 or termination of any Condominium Declaration or other
273 Condominium Document shall be effective to the extent it
274 will interfere with such common plan or the rights and
275 obligations constituting an integral part of such common
276 plan without the approval of the Association and, until the
277 completion of Concord Village Community, of the Developer
277 as well.

278
278 C. Compliance with Regulations of Public Bodies
279

279 The Recreation Association shall perform such acts
280 and do such things as shall be lawfully required by any
281 public body having jurisdiction over the same in order to
282 comply with sanitary requirements, fire hazard requirements,
283 zoning requirements, set-back requirements, drainage re-
284 quirements and other similar requirements designed to protect
285 the public. All expenses incurred in connection with any
286 such acts or things shall be Recreation Area Expenses.
287

287 D. Lawful Use of Land
288

288 The Recreation Association covenants and agrees
289 that it will conform to and observe all ordinances, rules,
290 laws and regulations of the City of Tamarac, Broward County,
291 State of Florida, and the United States of America, and
292 all public authorities and boards of officers relating to
293 the Recreation Areas or improvements upon the same, or use
294 thereof, and will not permit the same to be used for any
294 illegal purpose.

295 E. Enforcement
296

296 The covenants and restrictions contained herein may
297 be enforced by the Developer or the Recreation Association in
298 any judicial proceedings seeking any remedy recognizable at
299 law or in equity, including damages, injunction and other
300 mandatory relief against any person, persons, firm or entity
301 violating or attempting to violate any covenant or restriction.
302 The failure either by the Developer or the Association to
303 enforce any covenant or restriction contained herein shall
304 in no event be deemed a waiver of the right to do so thereafter.
305 The prevailing party in any such litigation shall be entitled
306 to reasonable attorneys' fees and court costs, including costs
307 and fees at all trial and appellate levels.
308

308 F. Amendment and Modification of
309 this Covenants Declaration
310

310 1. Except for those Amendment rights reserved unto
311 Developer in this Covenants Declaration, the right to modify
312 or amend the Covenants Declaration is hereby reserved unto the
313 Developer until the "Majority Election" described in the
314 Articles whereby a majority of the Recreation Association
315 Board of Directors is chosen by unit owners other than the
316 Developer. After the "Majority Election", the Recreation
317 Association shall have the exclusive right to modify or
318 amend this Declaration, provided that so long as Developer
319 holds any Apartments or units for sale in Concord Village
320 Community, no amendment shall be passed, executed or
321 recorded without Developer's consent and joinder. Such
322 modification or amendment shall be reflected by an instrument
323 duly executed and recorded amongst the Public Records of
324 Broward County, Florida. Any amendment executed prior to the
325 "Majority Election" shall, upon the Developer's request, be
326 joined in by the Recreation Association. No amendment or
327 modification shall be inconsistent with the intents and
328 purposes hereof or of the Plan for Development referred to
329

329 in Article II. After the "majority election" any such
310 amendment must be approved in writing by seventy-five (75%)
331 per cent of the members of the Recreation Association, said
332 vote to take place in the same procedural manner as required
311 for an amendment to the Declaration of Condominium of Concord
331 Village Condominium I.

334
334 2. Invalidation of any one of these covenants or
315 restrictions or of any of the terms and conditions herein
336 contained, or the reduction in time by reason of any rule
337 against perpetuities, shall in no way affect any other
338 provision which shall remain in full force and effect for
339 such period of time as may be permitted by law.

340
340 G. Developer's Right of Assignment.

341
341 Any of the rights reserved to the Developer here-
342 under may be assigned by Developer as set forth in Article I
343 hereof.

430 H. Rights of Approved Mortgagees.

431
431 All Approved Mortgagees, as such term is herein-
432 above defined, shall have the following rights:

431
433 1. Right to receive notice of meetings and any
434 proposed amendment or termination of this Covenants De-
435 clarator contemporaneously with notice to the unit
436 owners.

437
437 2. Right to inspect the books of the Recreation
438 Association.

439
439 3. Right to receive all financial reports of the
440 Recreation Association.

441
441 4. Right to receive notice of substantial damage
442 to the Recreational Facilities.

443
443 5. Right to attend meetings of the Recreation
444 Association.

345 IN WITNESS WHEREOF, this Declaration of Protective
346 Covenants and Restrictions has been executed by the De-
347 veloper and joined in by the Recreation Association on the
348 day and year first above written.

WITNESSES:

UNIVERSITY HOUSING CORPORATION

By: _____
President

Attest: _____
Secretary

CONCORD VILLAGE RECREATION
ASSOCIATION, INC.

By: _____
President

Attest: _____
Secretary

356 STATE OF FLORIDA)
357 :
358 COUNTY OF BROWARD)
359

359 I HEREBY CERTIFY that on this day personally appeared
360 before me, an officer duly authorized and acting,
361 and , President
362 and Secretary, respectively, of UNIVERSITY HOUSING CORP.,
363 to me known to be the persons who signed the foregoing
364 instrument as such officers, and severally acknowledged
365 the execution thereof to be their free act and deed as
366 such officers for the uses and purposes therein mentioned,
367 and they affixed thereto the official seal of said cor-
368 poration, and that the said instrument is the act and deed
369 of said corporation.

370
370 WITNESS my hand and official seal in the County and
371 State last aforesaid, this day of ,
372 1978.
373

373
374
375 NOTARY PUBLIC

375 My Commission Expires:
376
376
376
376

376 STATE OF FLORIDA)
377 :
378 COUNTY OF BROWARD)
379

379 I HEREBY CERTIFY that on this day personally appeared
380 before me, an officer duly authorized and acting,
381 and , President
382 and Secretary, respectively, of CONCORD VILLAGE RECREATION
383 ASSOCIATION, INC., to me known to be the persons who signed
384 the foregoing instrument as such officers, and severally
385 acknowledged the execution thereof to be their free act and
386 deed as such officers for the uses and purposes therein
387 mentioned, and they affixed thereto the official seal of
388 said corporation, and that the said instrument is the act and
389 deed of said corporation.

390
390 WITNESS my hand and official seal in the County and State
391 last aforesaid, this day of ,
392 1978.
393

393
394
395 Notary Public

395 My Commission Expires:
396

EXHIBIT A
TO
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR
CONCORD VILLAGE

LEGAL DESCRIPTION OF RESIDENTIAL PROPERTY AND RECREATION AREA

Exhibit A To Declaration of
Protective Covenants and Restrictions

LEGAL DESCRIPTION
of
Residential Property

A portion of Parcel A 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 Northeast corner of Section 9, Township 49 South, Range 41 East; thence S 0 degrees 0' 56"E along the east line of said Section 9 a distance of 1156.81 feet; thence S 89 degrees 59' 04"W a distance of 161.05 to the Point of Beginning; thence S 0 degrees 0' 56"E a distance of 40.00 feet; thence S 89 degrees 59' 04"W a distance of 4.00 feet; thence S 0" 0' 56"E a distance of 90.08 feet; thence S 56 degrees 59' 04"W a distance of 84.97 feet; thence S 89 degrees 59' 04"W a distance of 30.26 feet; thence S 0 degrees 00' 56"E a distance of 50.84 feet; thence N 89 degrees 59' 04"E a distance of 19.34 feet; thence S 57 degrees 00' 56"E a distance of 68.80 feet; thence S 32 degrees 59' 04"W a distance of 95.00 feet; thence N 57 degrees 00' 56"W a distance of 114.25 feet; thence N 0 degrees 0' 56"W a distance of 148.34 feet; thence N 56 degrees 59' 04"E a distance of 96.62 feet; thence N 0 degrees 00' 56"W a distance of 81.15 feet; thence N 89 degrees 59' 04"E a distance of 95.00 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.801 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, at 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 0 degrees 0' 56"E along the East line of said Section 9 a distance of 955.97 feet thence S 89 degrees 59' 04"W a distance of 100.00 feet to the Point of Beginning; thence S 0 degrees 0' 56"E, parallel with said East section line a distance of 635.00 feet; thence S 89 degrees 59' 04"W a distance of 32.50 feet; thence S 0 degrees 0' 56"E a distance of 11.38 feet; thence S 89 degrees 59' 04"W a distance of 32.50 feet; thence N 0 degrees 0' 56"W a distance of 55.00 feet; thence S 89 degrees 59' 04"W a distance of 62.00 feet; thence N 0 degrees 0' 56"W a distance of 65.00 feet; thence N 89 degrees 59' 04"E a distance of 62.00 feet; thence N 0 degrees 0' 56"W a distance of 101.27 feet; thence S 89 degrees 59' 04"W a distance of 94.00 feet; thence N 0 degrees 0' 56"W a distance of 45.00 feet; thence N 89 degrees 59' 04"E a distance of 49.00 feet; thence N 0 degrees 0' 56"W a distance of 20.00 feet; thence N 89 degrees 59' 04"E a distance of 44.95 feet; thence N 0 degrees 0' 56"W a distance of 119.27 feet; thence N 89 degrees 59' 04"E a distance of 4.00 feet; thence N 0 degrees 0' 56"W a distance of 49.28 feet; thence S 89 degrees 59' 04"W a distance of 2.00 feet; thence N 0 degrees 0' 56"W a distance of 13.58 feet; thence N 89 degrees 59' 04"E a distance of 3.24 feet; thence N 30 degrees 0' 56"W a distance of 36.95 feet; thence N 89 degrees 59' 04"E a distance of 45.79 feet; thence N 0 degrees 0' 56"W a distance of 145.98 feet; thence N 89 degrees 59' 04"E a distance of 32.50 feet; to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 1.055 acres more or less.

LEGAL DESCRIPTION

of

Recreational Area

A portion of the lands included in 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 Northeast corner of Section 9, Township 49 South, Range 41 East; thence S 0 degrees 0' 56"E along the East line of said Section 9 a distance of 955.97 feet; thence S 89 degrees 59' 04"W a distance of 60.00 feet to the Point of Beginning; thence S 0 degrees 0' 56" E, parallel with said east section line a distance of 635.00 feet; thence S 89 degrees 59' 04"W a distance of 72.50 feet; thence S 0 degrees 0' 56"E, a distance of 11.38 feet; thence S 89 degrees 59' 04"W a distance of 32.50 feet; thence N 0 degrees 0' 56"W a distance of 55.00 feet; thence S 89 degrees 59' 04"W a distance of 62.00 feet; thence N 0 degrees 0' 56"W a distance of 32.59 feet; thence S 89 degrees 59' 04"W a distance of 126.00 feet; thence N 0 degrees 0' 56"W a distance of 632.54 feet; thence S 57 degrees 00' 56"E a distance of 140.70 feet; thence S 0 degrees 0' 56" E a distance of 34.62 feet; thence N 89 degrees 59' 04"E a distance of 102.50 feet; thence N 0 degrees 0' 56"W a distance of 3750 feet; thence N 89 degrees 59' 04"E a distance of 72.50 feet to the Point of Beginning said lands lying in Broward County, Florida, and containing 4.005 acres, more or less.

LESS:

A portion of Parcel A 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 Northeast corner of Section 9, Township 49 South, Range 41 East; thence S 0 degrees 0' 56"E along the east line of said Section 9 a distance of 1156.81 feet; thence S 89 degrees 59' 04"W a distance of 161.05 to the Point of Beginning; thence S 0 degrees 0' 56"E a distance of 40.00 feet; thence S 89 degrees 59' 04"W a distance of 4.00 feet; thence S 0" 0' 56"E a distance of 90.08 feet; thence S 56 degrees 59' 04"W a distance of 84.97 feet; thence S 89 degrees 59' 04"W a distance of 30.26 feet; thence S 0 degrees 00' 56"E a distance of 50.84 feet; thence N 89 degrees 59' 04"E a distance of 19.34 feet; thence S 57 degrees 00' 56"E a distance of 68.80 feet; thence S 32 degrees 59' 04"W a distance of 95.00 feet; thence N 57 degrees 00' 56"W a distance of 114.25 feet; thence N 0 degrees 0' 56"W a distance of 148.34 feet; thence N 56 degrees 59' 04"E a distance of 96.62 feet; thence N 0 degrees 00' 56"W a distance of 81.15 feet; thence N 89 degrees 59' 04"E a distance of 95.00 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing, 0.801 acres, more or less.

LESS:

A portion of Parcel A 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 Northeast corner of Section 9, Township 49 South, Range 41 East; thence S 0 degrees 0' 56"E along the East line of said Section 9 a distance of 955.97 feet thence S 89 degrees 59' 04"W a distance of 100.00 feet to the Point of Beginning; thence S 0 degrees 0' 56"E, parallel with said East section line a distance of 635.00 feet; thence S 89 degrees 59' 04"W a distance of 32.50 feet; thence S 0 degrees 0' 56"E a distance of 11.38 feet; thence S 89 degrees 59' 04"W a distance of 32.50 feet; thence N 0 degrees 0' 56"W a distance of 55.00 feet; thence S 89 degrees 59' 04"W a distance of 62.00 feet; thence N 0 degrees 0' 56"W a distance of 65.00 feet; thence N 89 degrees 59' 04"E a distance of 62.00 feet; thence N 0 degrees 0' 56"W a distance of 101.27 feet; thence S 89 degrees 59' 04"W a distance of 94.00 feet; thence N 0 degrees 0' 56"W a distance of 45.00 feet; thence N 89 degrees 59' 04"E a distance of 49.00 feet; thence N 0 degrees 0' 56"W a distance of 20.00 feet; thence N 89 degrees 59' 04"E a distance of 44.95 feet; thence N 0 degrees 0' 56"W a distance of 119.27 feet; thence N 89 degrees 59' 04"E a distance of 4.00 feet; thence N 0 degrees 0' 56"W a distance of 49.28 feet; thence S 89 degrees 59' 04"W a distance of 2.00 feet; thence N 0 degrees 0' 56"W a distance of 13.58 feet; thence N 89 degrees 59' 04"E a distance of 3.24 feet; thence N 30 degrees 0' 56"W a distance of 36.95 feet; thence N 89 degrees 59' 04"E a distance of 45.79 feet; thence N 0 degrees 0' 56"W a distance of 145.98 feet; thence N 89 degrees 59' 04"E a distance of 32.50 feet; to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 1.055 acres more or less.

EXHIBIT B
PROPERTY PLAN

400 The boundary lines and location and dimensions of
401 improvements shown on the Property Plan are approximate
402 and not to scale. Developer reserves the right to vary
403 the location, dimensions of improvements and extent of
404 improvements within the Residential Property in accor-
405 dance with such rights reserved and stated above.
406

See Exhibit 7 To Offering Plan

FIRST AMENDMENT TO DECLARATION
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR CONCORD VILLAGE.

KNOW ALL MEN BY THESE PRESENTS that the undersigned, UNIVERSITY HOUSING CORPORATION, a Florida corporation, named as Developer in that certain Declaration of Protective Covenants and Restrictions for Concord Village, as recorded among the Public Records of Broward County, Florida, in Official Records Book _____, at Page _____, does hereby file this Amendment to said Declaration of Protective Covenants and Restrictions, pursuant to the provisions thereof, to subject the lands described upon Exhibits "A" and "B" hereto, to all terms and conditions of said Declaration of Protective Covenants and Restrictions as Residential Property as to the lands described upon Exhibit "A", and as Recreation Area as to the lands described upon Exhibit "B" to the same extent and as fully as if the lands described upon Exhibits "A" and "B" annexed hereto had originally been described in Exhibit "A" to said Declaration of Protective Covenants and Restrictions respectively as Residential Property and as Recreation Area.

DATED, this _____ day of _____,
19____.

WITNESSES:

UNIVERSITY HOUSING CORPORATION

By _____
Victor P. de Sousa
Vice President

STATE OF FLORIDA)
 : SS :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Victor P. de Sousa, known to me to be the Vice President of University Housing Corporation, a Florida corporation, the corporation named in the foregoing instrument, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS, my hand and official seal in the State and County last aforesaid, this ____ day of _____, 19__.

Notary Public

MY COMMISSION EXPIRES:

EXHIBIT A

RESIDENTIAL PROPERTY

A portion of Parcel A 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 Northeast corner of Section 9, Township 49 South, Range 41 East; thence S 0 degrees 00' 56" E along the East line of said Section 9 a distance of 1527.68 feet; thence S 89 degrees 59' 04" W a distance of 242.50 feet to The Point of Beginning; thence S 33 degrees 00' 56" E a distance of 58.17 feet; thence S 56 degrees 59' 04" W a distance of 26.83 feet; thence N 33 degrees 00' 56" W a distance of 4.50 feet; thence S 56 degrees 59' 04" W a distance of 39.83 feet; thence S 0 degrees 00' 56" E a distance of 96.31 feet; thence S 57 degrees 00' 56" E a distance of 14.10 feet; thence S 32 degrees 59' 04" W a distance of 11.33 feet; thence S 57 degrees 00' 56" E a distance of 77.41 feet; thence S 0 degrees 00' 56" E a distance of 106.58 feet; thence S 89 degrees 59' 04" W a distance of 57.67 feet; thence N 0 degrees 00' 56" W a distance of 84.39 feet; thence N 57 degrees 00' 56" W a distance of 97.26 feet; thence N 0 degrees 00' 56" W a distance of 144.27 feet; thence N 56 degrees 59' 04" E a distance of 113.68 feet to The Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.547 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, at 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 0 degrees 00' 56" E along the East line of said Section 9 a distance of 1590.97 feet; thence S 89 degrees 59' 04" W a distance of 100.00 feet to The Point of Beginning; thence S 0 degrees 00' 56" E parallel with the East line of said Section 9 a distance of 316.38 feet; thence S 89 degrees 59' 04" W a distance of 65.00 feet; thence N 0 degrees 00' 56" W a distance of 215.00 feet; thence S 89 degrees 59' 04" W a distance of 102.00 feet; thence N 0 degrees 00' 56" W a distance of 65.00 feet; thence N 89 degrees 59' 04" E a distance of 102.00 feet; thence N 0 degrees 00' 56" W a distance of 25.00 feet; thence N 89 degrees 59' 04" E a distance of 32.50 feet; thence N 0 degrees 00' 56" W a distance of 11.38 feet; thence N 89 degrees 59' 04" E a distance of 32.50 feet; to The Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.616 acres, more or less.

EXHIBIT B

RECREATION AREA

A portion of Parcel A 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 Northeast corner of Section 9, Township 49 South, Range 41 East; thence S 0 degrees 00' 56" E along the East line of said Section 9 a distance of 1590.97 feet; thence S 89 degrees 59' 04" W a distance of 60.00 feet to The Point of Beginning; thence S 0 degrees 00' 56" E parallel with the East line of said Section 9 a distance of 316.38 feet; thence S 89 degrees 59' 04" W a distance of 105.00 feet; thence N 0 degrees 00' 56" W a distance of 18.00 feet; thence S 89 degrees 59' 04" W a distance of 98.00 feet; thence N 0 degrees 00' 56" W a distance of 94.18 feet; thence N 57 degrees 00' 56" W a distance of 107.31 feet; thence N 0 degrees 00' 56" W a distance of 221.96 feet; thence N 89 degrees 59' 04" E a distance of 126.00 feet; thence S 0 degrees 00' 56" E a distance of 32.59 feet; thence N 89 degrees 59' 04" E a distance of 62.00 feet; thence S 0 degrees 00' 56" E a distance of 55.00 feet; thence N 89 degrees 59' 04" E a distance of 32.50 feet; thence N 0 degrees 00' 56" W a distance of 11.38 feet; thence N 89 degrees 59' 04" E a distance of 72.50 feet to The Point of Beginning. Said lands lying in Broward County, Florida, and containing 2.069 acres, more or less.

LESS:

A portion of Parcel A 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 Northeast corner of Section 9, Township 49 South, Range 41 East; thence S 0 degrees 00' 56" E along the East line of said Section 9 a distance of 1527.68 feet; thence S 89 degrees 59' 04" W a distance of 242.50 feet to The Point of Beginning; thence S 33 degrees 00' 56" E a distance of 58.17 feet; thence S 56 degrees 59' 04" W a distance of 26.83 feet; thence N 33 degrees 00' 56" W a distance of 4.50 feet; thence S 56 degrees 59' 04" W a distance of 39.83 feet; thence S 0 degrees 00' 56" E a distance of 96.31 feet; thence S 57 degrees 00' 56" E a distance of 14.10 feet; thence S 32 degrees 59' 04" W a distance of 11.33 feet; thence S 57 degrees 00' 56" E a distance of 77.41 feet; thence S 0 degrees 00' 56" E a distance of 106.58 feet; thence S 89 degrees 59' 04" W a distance of 57.67 feet; thence N 0 degrees 00' 56" W a distance of 84.39 feet; thence N 57 degrees 00' 56" W a distance of 97.26 feet; thence N 0 degrees 00' 56" W a distance of 144.27 feet; thence N 56 degrees 59' 04" E a distance of 113.68 feet to The Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.547 acres, more or less.

LESS:

A portion of Parcel A 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 Northeast corner of Section 9, Township 49 South, Range 41 East; thence S 0 degrees 00' 56" E along the East line of said Section 9 a distance of 1590.97 feet; thence S 89 degrees 59' 04" W a distance of 100.00 feet to The Point of Beginning; thence S 0 degrees 00' 56" E parallel with the East line of said Section 9 a distance of 316.38 feet; thence S 89 degrees 59' 04" W a distance of 65.00 feet; thence N 0 degrees 00' 56" W a distance of 215.00 feet; thence S 89 degrees 59' 04" W a distance of 102.00 feet; thence N 0 degrees 00' 56" W a distance of 65.00 feet; thence N 89 degrees 59' 04" E a distance of 102.00 feet; thence N 0 degrees 00' 56" W a distance of 25.00 feet; thence N 89 degrees 59' 04" E a distance of 32.50 feet; thence N 0 degrees 00' 56" W a distance of 11.38 feet; thence N 89 degrees 59' 04" E a distance of 32.50 feet; to The Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.616 acres, more or less.

SECOND AMENDMENT TO DECLARATION
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR CONCORD VILLAGE.

KNOW ALL MEN BY THESE PRESENTS that the undersigned, UNIVERSITY HOUSING CORPORATION, a Florida corporation, named as Developer in that certain Declaration of Protective Covenants and Restrictions for Concord Village, as recorded among the Public Records of Broward County, Florida, in Official Records Book ____, at Page ____, does hereby file this Amendment to said Declaration of Protective Covenants and Restrictions, pursuant to the provisions thereof, to subject the lands described upon Exhibits "A" and "B" hereto, to all terms and conditions of said Declaration of Protective Covenants and Restrictions as Residential Property as to the lands described upon Exhibit "A", and as Recreation Area as to the lands described upon Exhibit "B" to the same extent and as fully as if the lands described upon Exhibits "A" and "B" annexed hereto had originally been described in Exhibit "A" to said Declaration of Protective Covenants and Restrictions respectively as Residential Property and as Recreation Area.

DATED, this ____ day of _____,
19____.

WITNESSES:

UNIVERSITY HOUSING CORPORATION

By _____

Victor P. de Sousa
Vice President

STATE OF FLORIDA)
 : SS :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Victor P. de Sousa, known to me to be the Vice President of University Housing Corporation, a Florida corporation, the corporation named in the foregoing instrument, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS, my hand and official seal in the State and County last aforesaid, this ____ day of _____, 19__.

Notary Public

MY COMMISSION EXPIRES:

EXHIBIT A

RESIDENTIAL PROPERTY

A portion of Parcel A 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 Northeast 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 1907.35 feet; thence S 89° 59' 04" W a distance of 60.00 feet to the Point of Beginning; Thence S 00° 00' 56" E, parallel with the East line of said Section 9, a distance of 278.62 feet; thence S 89° 59' 04" W a distance of 72.50 feet; thence S 00° 00' 56" E a distance of 4.64 feet; thence S 89° 59' 04" W a distance of 32.50 feet; thence S 00° 00' 56" E a distance of 35.00 feet; thence S 89° 59' 04" W a distance of 56.78 feet; thence S 32° 59' 04" W a distance of 24.46 feet; thence S 00° 00' 56" E a distance of 11.99 feet; thence N 57° 00' 56" W a distance of 140.58 feet; thence N 00° 00' 56" W a distance of 145.39 feet; thence N 56° 59' 04" E a distance of 107.31 feet; thence N 00° 00' 56" W a distance of 88.36 feet; thence N 89° 59' 04" E a distance of 98.00 feet; thence S 00° 00' 56" E a distance of 18.00 feet; thence N 89° 59' 04" E a distance of 105.00 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 1.871 acres, more or less.

LESS:

A portion of Parcel A 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 Northeast 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 2245.11 feet; thence S 89° 59' 04" W a distance of 242.25 feet to the Point of Beginning; thence N 32° 59' 04" E a distance of 58.17 feet; thence N 57° 00' 56" W a distance of 26.83 feet; thence S 32° 59' 04" W a distance of 4.50 feet; thence N 57° 00' 56" W a distance of 39.83 feet; thence N 00° 00' 56" W a distance of 96.31 feet; thence N 56° 59' 04" E a distance of 14.10 feet; thence N 33° 00' 56" W a distance of 11.33 feet; thence N 56° 59' 04" E a distance of 77.41 feet; thence N 00° 00' 56" W a distance of 106.58 feet; thence S 89° 59' 04" W a distance of 57.67 feet; thence S 00° 00' 56" E a distance of 84.39 feet; thence S 56° 59' 04" W a distance of 97.26 feet; thence S 00° 00' 56" E a distance of 144.27 feet; thence S 57° 00' 56" E a distance of 113.68 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.547 acres, more or less.

LESS:

A portion of Parcel A 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 Northeast 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 1907.35 feet; thence S 89° 59' 04" W a distance of 100.00 feet to the Point of Beginning; thence continue S 89° 59' 04" W a distance of 65.00 feet; thence S 00° 00' 56" E a distance of 171.63 feet; thence S 89° 59' 04" W a distance of 102.00 feet; thence S 00° 00' 56" E a distance of 65.00 feet; thence N 89° 59' 04" E a distance of 102.00 feet; thence S 00° 00' 56" E a distance of 46.63 feet; thence N 89° 59' 04" E a distance of 32.50 feet; thence N 00° 00' 56" W a distance of 4.64 feet; thence N 89° 59' 04" E a distance of 32.50 feet; thence N 00° 00' 56" W, parallel with the East line of said Section 9, a distance of 278.62 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.571 acres, more or less.

EXHIBIT B
RECREATION AREA

A portion of Parcel A 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 Northeast 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 2245.11 feet; thence S 89° 59' 04" W a distance of 242.25 feet to the Point of Beginning; thence N 32° 59' 04" E a distance of 58.17 feet; thence N 57° 00' 56" W a distance of 26.83 feet; thence S 32° 59' 04" W a distance of 4.50 feet; thence N 57° 00' 56" W a distance of 39.83 feet; thence N 00° 00' 56" W a distance of 96.31 feet; thence N 56° 59' 04" E a distance of 14.10 feet; thence N 33° 00' 56" W a distance of 11.33 feet; thence N 56° 59' 04" E a distance of 77.41 feet; thence N 00° 00' 56" W a distance of 106.58 feet; thence S 89° 59' 04" W a distance of 57.67 feet; thence S 00° 00' 56" E a distance of 84.39 feet; thence S 56° 59' 04" W a distance of 97.26 feet; thence S 00° 00' 56" E a distance of 144.27 feet; thence S 57° 00' 56" E a distance of 113.68 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.547 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, at 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 along the East line of said Section 9, a distance of 1907.35 feet; thence S 89° 59' 04" W a distance of 100.00 feet to the Point of Beginning; thence continue S 89° 59' 04" W a distance of 65.00 feet; thence S 00° 00' 56" E a distance of 171.63 feet; thence S 89° 59' 04" W a distance of 102.00 feet; thence S 00° 00' 56" E a distance of 65.00 feet; thence N 89° 59' 04" E a distance of 102.00 feet; thence S 00° 00' 56" E a distance of 46.63 feet; thence N 89° 59' 04" E a distance of 32.50 feet; thence N 00° 00' 56" W a distance of 4.64 feet; thence N 89° 59' 04" E a distance of 32.50 feet; thence N 00° 00' 56" W, parallel with the East line of said Section 9, a distance of 278.62 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.571 acres, more or less.

THIRD AMENDMENT TO DECLARATION
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR CONCORD VILLAGE.

KNOW ALL MEN BY THESE PRESENTS that the undersigned, UNIVERSITY HOUSING CORPORATION, a Florida corporation, named as Developer in that certain Declaration of Protective Covenants and Restrictions for Concord Village, as recorded among the Public Records of Broward County, Florida, in Official Records Book ____, at Page ____, does hereby file this Amendment to said Declaration of Protective Covenants and Restrictions, pursuant to the provisions thereof, to subject the lands described upon Exhibits "A" and "B" hereto, to all terms and conditions of said Declaration of Protective Covenants and Restrictions as Residential Property as to the lands described upon Exhibit "A", and as Recreation Area as to the lands described upon Exhibit "B" to the same extent and as fully as if the lands described upon Exhibits "A" and "B" annexed hereto had originally been described in Exhibit "A" to said Declaration of Protective Covenants and Restrictions respectively as Residential Property and as Recreation Area.

DATED, this ____ day of _____,
19____.

WITNESSES:

UNIVERSITY HOUSING CORPORATION

By _____
Victor P. de Sousa
Vice President

STATE OF FLORIDA)
 : SS :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Victor P. de Sousa, known to me to be the Vice President of University Housing Corporation, a Florida corporation, the corporation named in the foregoing instrument, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS, my hand and official seal in the State and County last aforesaid, this ____ day of _____, 19____.

Notary Public

MY COMMISSION EXPIRES:

RESIDENTIAL PROPERTY

LEGAL DESCRIPTION - BUILDING #1

A portion of Parcel "A" 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 Northeast 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 2343.52 feet; thence S 89°59'04" W a distance of 184.51 feet to the Point of Beginning; 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 42.67 feet; thence S 57°00'56" E a distance of 13.96 feet; thence S 00°00'56" E a distance of 105.13 feet; thence S 89°59'04" W a distance of 57.67 feet; thence N 00°00'56" W a distance of 38.67 feet; thence N 89°59'04" E a distance of 8.00 feet; thence N 00°00'56" W a distance of 36.32 feet; thence N 57°00'56" W a distance of 55.39 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 66.67 feet; thence S 33°00'56" E a distance of 95.00 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.684 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, at 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, along the East line of said Section 9, a distance of 2185.97 feet; thence S 89°59'04" W a distance of 100.00 feet to the Point of Beginning; thence continue S 89°59'04" W a distance of 32.50 feet; thence S 00°00'56" E a distance of 4.64 feet; thence S 89°59'04" W a distance of 32.50 feet; thence S 00°00'56" E a distance of 35.00 feet; thence S 89°59'04" W a distance of 52.00 feet; thence S 00°00'56" E a distance of 65.00 feet; thence N 89°59'04" E a distance of 52.00 feet; thence S 00°00'56" E a distance of 90.00 feet; thence S 89°59'04" W a distance of 79.00 feet; thence S 00°00'56" E a distance of 20.00 feet; thence S 89°59'04" W a distance of 5.00 feet; thence S 00°00'56" E a distance of 25.00 feet; thence N 89°59'04" E a distance of 39.00 feet; thence S 00°00'56" E a distance of 20.00 feet; thence N 89°59'04" E a distance of 45.00 feet; thence S 00°00'56" E a distance of 185.36 feet; thence N 89°59'04" E a distance of 65.00 feet; thence N 00°00'56" W, parallel with the East line of said Section 9, a distance of 445.00 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.843 acres, more or less.

EXHIBIT "A"

EXHIBIT B
RECREATION AREA

Parcels R-1 and R-2, together with a portion of Parcel "A" 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 Northeast 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 2185.97 feet; thence S 89°59'04" W a distance of 60.00 feet to the Point of Beginning; thence continue S 89°59'04" W a distance of 72.50 feet; thence S 00°00'56" E a distance of 4.64 feet; thence S 89°59'04" W a distance of 32.50 feet; thence S 00°00'56" E a distance of 35.00 feet; thence S 89°59'04" W a distance of 56.78 feet; thence S 32°59'04" W a distance of 24.46 feet; thence S 00°00'56" E a distance of 11.99 feet; thence N 57°00'56" W a distance of 140.58 feet; thence S 00°00'56" E a distance of 453.84 feet; thence S 88°59'24" E a distance of 293.05 feet; thence N 00°00'56" W, parallel with the East line of said Section 9, a distance of 454.66 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 2.879 acres, more or less.

LESS

A portion of Parcel "A" 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 Northeast 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 2185.97 feet; thence S 89°59'04" W a distance of 100.00 feet to the Point of Beginning; thence continue S 89°59'04" W a distance of 32.50 feet; thence S 00°00'56" E a distance of 4.64 feet; thence S 89°59'04" W a distance of 32.50 feet; thence S 00°00'56" E a distance of 35.00 feet; thence S 89°59'04" W a distance of 52.00 feet; thence S 00°00'56" E a distance of 65.00 feet; thence N 89°59'04" E a distance of 52.00 feet; thence S 00°00'56" E a distance of 90.00 feet; thence S 89°59'04" W a distance of 79.00 feet; thence S 00°00'56" E a distance of 20.00 feet; thence S 89°59'04" W a distance of 5.00 feet; thence S 00°00'56" E a distance of 25.00 feet; thence N 89°59'04" E a distance of 39.00 feet; thence S 00°00'56" E a distance of 20.00 feet; thence N 89°59'04" E a distance of 45.00 feet; thence S 00°00'56" E a distance of 185.36 feet; thence N 89°59'04" E a distance of 65.00 feet; thence N 00°00'56" W, parallel with the East line of said Section 9, a distance of 445.00 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.843 acres, more or less.

LESS

A portion of Parcel "A" 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 Northeast 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 2343.52 feet; thence S 89°59'04" W a distance of 184.51 feet to the Point of Beginning; 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 42.67 feet; thence S 57°00'56" E a distance of 13.96 feet; thence S 00°00'56" E a distance of 105.13 feet; thence S 89°59'04" W a distance of 57.67 feet; thence N 00°00'56" W a distance of 38.67 feet; thence N 89°59'04" E a distance of 8.00 feet; thence N 00°00'56" W a distance of 36.32 feet; thence N 57°00'56" W a distance of 55.39 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 66.67 feet; thence S 33°00'56" E a distance of 95.00 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.684 acres, more or less.

FOURTH AMENDMENT TO DECLARATION
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR CONCORD VILLAGE.

KNOW ALL MEN BY THESE PRESENTS that the undersigned, UNIVERSITY HOUSING CORPORATION, a Florida corporation, named as Developer in that certain Declaration of Protective Covenants and Restrictions for Concord Village, as recorded among the Public Records of Broward County, Florida, in Official Records Book ____, at Page ____, does hereby file this Amendment to said Declaration of Protective Covenants and Restrictions, pursuant to the provisions thereof, to subject the lands described upon Exhibits "A" and "B" hereto, to all terms and conditions of said Declaration of Protective Covenants and Restrictions as Residential Property as to the lands described upon Exhibit "A", and as Recreation Area as to the lands described upon Exhibit "B" to the same extent and as fully as if the lands described upon Exhibits "A" and "B" annexed hereto had originally been described in Exhibit "A" to said Declaration of Protective Covenants and Restrictions respectively as Residential Property and as Recreation Area.

DATED, this ____ day of _____,
19__.

WITNESSES:

UNIVERSITY HOUSING CORPORATION

By _____
Victor P. de Sousa
Vice President

STATE OF FLORIDA)
 : SS :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Victor P. de Sousa, known to me to be the Vice President of University Housing Corporation, a Florida corporation, the corporation named in the foregoing instrument, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS, my hand and official seal in the State and County last aforesaid, this ____ day of _____, 19____.

Notary Public

MY COMMISSION EXPIRES:

EXHIBIT A

LEGAL DESCRIPTION

RESIDENTIAL PROPERTY

A portion of Parcel "A" 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 Northeast corner of Section 9, Township 49 South, Range 41 East; thence N 89° 01' 50" W along the North line of said Section 9, a distance of 1392.23 feet; thence S 00° 58' 10" W a distance of 134.50 feet to the Point of Beginning; thence S 56° 01' 50" E a distance of 95.00 feet; thence S 33° 58' 10" W a distance of 66.66 feet; thence N 56° 01' 50" W a distance of 4.00 feet; thence S 33° 58' 10" W a distance of 48.92 feet; thence N 89° 01' 50" W a distance of 214.02 feet; thence N 32° 01' 50" W a distance of 48.92 feet; thence S 57° 58' 10" W a distance of 4.00 feet; thence N 32° 01' 50" W a distance of 66.66 feet; thence N 57° 58' 10" E a distance of 95.00 feet; thence S 32° 01' 50" E a distance of 38.68 feet; thence S 57° 58' 10" W a distance of 4.00 feet; thence S 32° 01' 50" E a distance of 52.52 feet; thence S 89° 01' 50" E a distance of 94.65 feet; thence N 33° 58' 10" E a distance of 52.52 feet; thence N 56° 01' 50" W a distance of 4.00 feet; thence N 33° 58' 10" E a distance of 38.68 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.705 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, at 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 N 89° 01' 50" W along the North line of said Section 9 a distance of 2195.58 feet; thence S 00° 58' 10" W a distance of 53.00 feet to the Point of Beginning. Said point lying on the South right-of-way line of McNab Road; thence continue S 00° 58' 10" W a distance of 95.00 feet; thence S 89° 01' 50" E a distance of 32.50 feet; thence S 00° 58' 10" W a distance of 10.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence S 00° 58' 10" W a distance of 15.00 feet; thence N 89° 01' 50" W a distance of 25.00 feet; thence N 00° 58' 10" E a distance of 5.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence N 00° 58' 10" E a distance of 45.00 feet; thence N 89° 01' 50" W a distance of 110.00 feet; thence S 00° 58' 10" W a distance of 85.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence S 00° 58' 10" W a distance of 5.00 feet; thence N 89° 01' 50" W a distance of 45.00 feet; thence N 00° 58' 10" E a distance of 30.00 feet; thence N 89° 01' 50" W a distance of 37.50 feet; thence N 87° 39' 02" W a distance of 12.50 feet; thence N 00° 58' 10" E a distance of 42.70 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence N 00° 58' 10" E a distance of 17.00 feet; thence N 89° 01' 50" W a distance of 127.02 feet to a point lying on the East right-of-way line of Lagos de Campo Blvd.; thence N 00° 58' 10" E along said right-of-way line a distance of 45.00 feet to the Point of Curvature of a circular curve to the right; thence Northerly and Easterly along the arc of said curve having a radius of 25.00 feet and a central angle of 90° 00' 00" for an arc distance of 39.27 feet to the Point of Tangency of said curve. Said point lying on the South right-of-way line of McNab Road; thence S 89° 01' 50" E along said right-of-way line a distance of 379.52 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.902 acres, more or less.

EXHIBIT 6
LEGAL DESCRIPTION

RECREATION AREA

Parcel "R-9", together with a portion of Parcel "A" 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 Northeast corner Section 9, Township 49 South, Range 41 East; thence N 89° 01' 50" W along the North line of said Section 9 a distance of 1295.58 feet; thence S 00° 58' 10" W a distance of 53.00 feet to the Point of Beginning. Said point lying on the South right-of-way line of McNab Road; thence continue S 00° 58' 10" W a distance of 95.00 feet; thence S 89° 01' 50" E a distance of 32.50 feet; thence S 00° 58' 10" W a distance of 10.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence S 00° 58' 10" W a distance of 15.00 feet; thence N 89° 01' 50" W a distance of 19.42 feet; thence S 00° 58' 10" W a distance of 19.80 feet; thence S 32° 01' 50" E a distance of 131.40 feet; thence N 89° 01' 50" W a distance of 469.17 feet to a point lying on the East right-of-way line of Lagos de Campo Blvd.; thence N 00° 58' 10" E along said right-of-way line a distance of 225.00 feet to the Point of Curvature of a circular curve to the right; thence Northerly and Easterly along the arc of said curve, having a radius 25.00 feet and a central angle of 90° 00' 00" for an arc distance of 39.27 feet to the Point of Tangency. Said point lying on the South right-of-way line of McNab Road; thence S 89° 01' 50" E along said right-of-way line a distance of 379.52 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 2.400 acres, more or less.

LESS:

A portion of Parcel "A" 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 Northeast corner of Section 9, Township 49 South, Range 41 East; thence N 89° 01' 50" W along the North line of said Section 9, a distance of 1392.23 feet; thence S 00° 58' 10" W a distance of 134.50 feet to the Point of Beginning; thence S 56° 01' 50" E a distance of 95.00 feet; thence S 33° 58' 10" W a distance of 66.66 feet; thence N 56° 01' 50" W a distance of 4.00 feet; thence S 33° 58' 10" W a distance of 48.92 feet; thence N 89° 01' 50" W a distance of 214.02 feet; thence N 32° 01' 50" W a distance of 48.92 feet; thence S 57° 58' 10" W a distance of 4.00 feet; thence N 32° 01' 50" W a distance of 66.66 feet; thence N 57° 58' 10" E a distance of 95.00 feet; thence S 32° 01' 50" E a distance of 38.68 feet; thence S 57° 58' 10" W a distance of 4.00 feet; thence S 32° 01' 50" E a distance of 52.52 feet; thence S 89° 01' 50" E a distance of 94.65 feet; thence N 33° 58' 10" E a distance of 52.52 feet; thence N 56° 01' 50" W a distance of 4.00 feet; thence N 33° 58' 10" E a distance of 38.68 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.705 acres, more or less.

LESS:

A portion of Parcel "A" 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 Northeast corner of Section 9, Township 49 South, Range 41 East; thence N 89° 01' 50" W along the North line of said Section 9 a distance of 1295.58 feet; thence S 00° 58' 10" W a distance of 53.00 feet to the Point of Beginning. Said point lying on the South right-of-way line of McNab Road; thence continue S 00° 58' 10" W a distance of 95.00 feet; thence S 89° 01' 50" E a distance of 32.50 feet; thence S 00° 58' 10" W a distance of 10.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence S 00° 58' 10" W a distance of 15.00 feet; thence N 89° 01' 50" W a distance of 25.00 feet; thence N 00° 58' 10" E a distance of 5.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence N 00° 58' 10" E a distance of 45.00 feet; thence N 89° 01' 50" W a distance of 110.00 feet; thence S 00° 58' 10" W a distance of 85.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence S 00° 58' 10" W a distance of 5.00 feet; thence N 89° 01' 50" W a distance of 45.00 feet;

thence N 00° 58' 10" E a distance of 30.00 feet; thence N 89° 01' 50" W a distance of 37.50 feet; thence N 87° 39' 02" W a distance of 12.50 feet; thence N 00° 58' 10" E a distance of 42.70 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence N 00° 58' 10" E a distance of 17.00 feet; thence N 89° 01' 50" W a distance of 127.02 feet to a point lying on the East right-of-way line of Lagos de Campo Blvd.; thence N 00° 58' 10" E along said right-of-way line a distance of 45.00 feet to the Point of Curvature of a circular curve to the right; thence Northerly and Easterly along the arc of said curve having a radius of 25.00 feet and a central angle of 90° 00' 00" for an arc distance of 39.27 feet to the Point of Tangency of said curve. Said point lying on the South right-of-way line of McNab Road; thence S 89° 01' 50" E along said right-of-way line a distance of 379.52 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.902 acres, more or less.

FIFTH AMENDMENT TO DECLARATION
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR CONCORD VILLAGE.

KNOW ALL MEN BY THESE PRESENTS that the undersigned, UNIVERSITY HOUSING CORPORATION, a Florida corporation, named as Developer in that certain Declaration of Protective Covenants and Restrictions for Concord Village, as recorded among the Public Records of Broward County, Florida, in Official Records Book ____, at Page ____, does hereby file this Amendment to said Declaration of Protective Covenants and Restrictions, pursuant to the provisions thereof, to subject the lands described upon Exhibits "A" and "B" hereto, to all terms and conditions of said Declaration of Protective Covenants and Restrictions as Residential Property as to the lands described upon Exhibit "A", and as Recreation Area as to the lands described upon Exhibit "B" to the same extent and as fully as if the lands described upon Exhibits "A" and "B" annexed hereto had originally been described in Exhibit "A" to said Declaration of Protective Covenants and Restrictions respectively as Residential Property and as Recreation Area.

DATED, this ____ day of _____,
19__.

WITNESSES:

UNIVERSITY HOUSING CORPORATION

By _____
Victor P. de Sousa
Vice President

STATE OF FLORIDA)
 : SS :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Victor P. de Sousa, known to me to be the Vice President of University Housing Corporation, a Florida corporation, the corporation named in the foregoing instrument, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS, my hand and official seal in the State and County last aforesaid, this ____ day of _____, 19____.

Notary Public

MY COMMISSION EXPIRES:

LEGAL DESCRIPTION

RESIDENTIAL PROPERTY

A portion of Parcel "A" 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 Northeast corner of Section 9, Township 49 South, Range 41 East; thence N 89° 01' 50" W along the North line of said Section 9, a distance of 1091.45 feet; thence S 00° 58' 10" W a distance of 134.50 feet to the Point of Beginning; thence S 56° 01' 50" E a distance of 95.00 feet; thence S 33° 58' 10" W a distance of 66.67 feet; thence N 56° 01' 50" W a distance of 4.00 feet; thence S 33° 58' 10" W a distance of 48.91 feet; thence N 89° 01' 50" W a distance of 150.02 feet; thence N 32° 01' 50" W a distance of 48.91 feet; thence S 57° 58' 10" W a distance of 4.00 feet; thence N 32° 01' 50" W a distance of 66.67 feet; thence N 57° 58' 10" E a distance of 95.00 feet; thence S 32° 01' 50" E a distance of 38.67 feet; thence S 57° 58' 10" W a distance of 4.00 feet; thence S 32° 01' 50" E a distance of 52.52 feet; thence S 89° 01' 50" E a distance of 30.65 feet; thence N 33° 58' 10" E a distance of 52.52 feet; thence N 56° 01' 50" W a distance of 4.00 feet; thence N 33° 58' 10" E a distance of 38.67 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.435 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, at 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 N 89° 01' 50" W along the North line of said Section 9 a distance of 1295.58 feet; thence S 00° 58' 10" W a distance of 53.00 feet to the Point of Beginning. Said point lying on the South right-of-way line of McNab Road; thence S 89° 01' 50" E along said South right-of-way line a distance of 397.52 feet; thence S 00° 58' 10" W a distance of 37.50 feet; thence N 89° 01' 50" W a distance of 62.83 feet; thence S 00° 58' 10" W a distance of 32.50 feet; thence N 89° 01' 50" W a distance of 7.17 feet; thence S 00° 58' 10" W a distance of 37.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence S 00° 58' 10" W a distance of 13.00 feet; thence N 89° 01' 50" W a distance of 25.00 feet; thence N 00° 58' 10" E a distance of 5.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence N 00° 58' 10" E a distance of 45.00 feet; thence N 89° 01' 50" W a distance of 91.00 feet; thence S 00° 58' 10" W a distance of 67.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence S 00° 58' 10" W a distance of 5.00 feet; thence N 89° 01' 50" W a distance of 25.00 feet; thence N 00° 58' 10" E a distance of 15.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence N 00° 58' 10" E a distance of 57.00 feet; thence N 89° 01' 50" W a distance of 74.02 feet; thence S 00° 58' 10" W a distance of 25.00 feet; thence N 89° 01' 50" W a distance of 32.50 feet; thence N 00° 58' 10" E a distance of 95.00 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 1.073 acres, more or less.

LEGAL DESCRIPTION

RECREATION AREA

A portion of Parcel "A" together with a portion of Parcel "R-8" 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 Northeast corner Section 9, Township 49 South, Range 41 East; thence N 89° 01' 50" W along the North line of said Section 9 a distance of 1295.58 feet; thence S 00° 58' 10" W a distance of 53.00 feet to the Point of Beginning. Said point lying on the South right-of-way line of McNab Road; thence S 89° 01' 50" E along said right-of-way line a distance of 397.52 feet; thence S 00° 58' 10" W a distance of 37.50 feet; thence N 89° 01' 50" W a distance of 62.83 feet; thence S 00° 58' 10" W a distance of 32.50 feet; thence N 89° 01' 50" W a distance of 7.17 feet; thence S 00° 58' 10" W a distance of 37.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence S 00° 58' 10" W a distance of 13.00 feet; thence N 89° 01' 50" W a distance of 15.84 feet; thence S 00° 58' 10" W a distance of 19.80 feet; thence S 32° 01' 50" E a distance of 131.40 feet; thence N 89° 01' 50" W a distance of 298.60 feet; thence N 32° 01' 50" W a distance of 131.40 feet; thence N 00° 58' 10" E a distance of 19.80 feet; thence S 89° 01' 50" E a distance of 19.42 feet; thence N 00° 58' 10" E a distance of 15.00 feet; thence S 89° 01' 50" E a distance of 20.00 feet; thence N 00° 58' 10" E a distance of 10.00 feet; thence N 89° 01' 50" W a distance of 32.50 feet; thence N 00° 58' 10" E a distance of 95.00 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 1.841 acres more or less.

LESS

A portion of Parcel "A" 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 Northeast corner of Section 9, Township 49 South, Range 41 East; thence N 89° 01' 50" W along the North line of said Section 9, a distance of 1091.45 feet; thence S 00° 58' 10" W a distance of 134.50 feet to the Point of Beginning; thence S 56° 01' 50" E a distance of 95.00 feet; thence S 33° 58' 10" W a distance of 66.67 feet; thence N 56° 01' 50" W a distance of 4.00 feet; thence S 33° 58' 10" W a distance of 48.91 feet; thence N 89° 01' 50" W a distance of 150.02 feet; thence N 32° 01' 50" W a distance of 48.91 feet; thence S 57° 58' 10" W a distance of 4.00 feet; thence N 32° 01' 50" W a distance of 66.67 feet; thence N 57° 58' 10" E a distance of 95.00 feet; thence S 32° 01' 50" E a distance of 38.67 feet; thence S 57° 58' 10" W a distance of 4.00 feet; thence S 32° 01' 50" E a distance of 52.52 feet; thence S 89° 01' 50" E a distance of 30.65 feet; thence N 33° 58' 10" E a distance of 52.52 feet; thence N 56° 01' 50" W a distance of 4.00 feet; thence N 33° 58' 10" E a distance of 38.67 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.435 acres, more or less.

LESS

A portion of Parcel "A" 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 Northeast corner of Section 9, Township 49 South, Range 41 East; thence N 89° 01' 50" W along the North line of said Section 9 a distance of 1295.58 feet; thence S 00° 58' 10" W a distance of 53.00 feet to the Point of Beginning. Said point lying on the South right-of-way line of McNab Road; thence S 89° 01' 50" E along said South right-of-way line a distance of 397.52 feet; thence S 00° 58' 10" W a distance of 37.50 feet; thence N 89° 01' 50" W a distance of 62.83 feet; thence S 00° 58' 10" W a distance of 32.50 feet; thence N 89° 01' 50" W a distance of 7.17 feet; thence S 00° 58' 10" W a distance of 37.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence S 00° 58' 10" W a distance of 13.00 feet; thence N 89° 01' 50" W a distance of 25.00 feet; thence N 00° 58' 10" E a distance of 5.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence N 00° 58' 10" E a distance of 45.00 feet; thence N 89° 01' 50" W a distance of 91.00 feet; thence S 00° 58' 10" W a distance of

67.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence S 00° 58' 10" W a distance of 5.00 feet; thence N 89° 01' 50" W a distance of 25.00 feet; thence N 00° 58' 10" E a distance of 15.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence N 00° 58' 10" E a distance of 57.00 feet; thence N 89° 01' 50" W a distance of 74.02 feet; thence S 00° 58' 10" W a distance of 25.00 feet; thence N 89° 01' 50" W a distance of 32.50 feet; thence N 00° 58' 10" E a distance of 95.00 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 1.073 acres, more or less.

SIXTH AMENDMENT TO DECLARATION
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR CONCORD VILLAGE.

KNOW ALL MEN BY THESE PRESENTS that the undersigned, UNIVERSITY HOUSING CORPORATION, a Florida corporation, named as Developer in that certain Declaration of Protective Covenants and Restrictions for Concord Village, as recorded among the Public Records of Broward County, Florida, in Official Records Book ____, at Page ____, does hereby file this Amendment to said Declaration of Protective Covenants and Restrictions, pursuant to the provisions thereof, to subject the lands described upon Exhibits "A" and "B" hereto, to all terms and conditions of said Declaration of Protective Covenants and Restrictions as Residential Property as to the lands described upon Exhibit "A", and as Recreation Area as to the lands described upon Exhibit "B" to the same extent and as fully as if the lands described upon Exhibits "A" and "B" annexed hereto had originally been described in Exhibit "A" to said Declaration of Protective Covenants and Restrictions respectively as Residential Property and as Recreation Area.

DATED, this ____ day of _____,
19__.

WITNESSES:

UNIVERSITY HOUSING CORPORATION

By _____
Victor P. de Sousa
Vice President

STATE OF FLORIDA)
 : SS :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Victor P. de Sousa, known to me to be the Vice President of University Housing Corporation, a Florida corporation, the corporation named in the foregoing instrument, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS, my hand and official seal in the State and County last aforesaid, this ____ day of _____, 19__.

Notary Public

MY COMMISSION EXPIRES:

RESIDENTIAL PROPERTY

LEGAL DESCRIPTION

BUILDING #8

A portion of Parcel "A" 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 Northeast corner of Section 9, Township 49 South, Range 41 East; thence N 89° 01' 50" W along the North line of said Section 9, a distance of 792.85 feet; thence S 00° 58' 10" W a distance of 134.50 feet to the Point of Beginning; thence S 56° 01' 50" E a distance of 95.00 feet; thence S 33° 58' 10" W a distance of 66.67 feet; thence N 56° 01' 50" W a distance of 4.00 feet; thence S 33° 58' 10" W a distance of 48.91 feet; thence N 89° 01' 50" W a distance of 150.02 feet; thence N 32° 01' 50" W a distance of 48.91 feet; thence S 57° 58' 10" W a distance of 4.00 feet; thence N 32° 01' 50" W a distance of 66.67 feet; thence N 57° 58' 10" E a distance of 95.00 feet; thence S 32° 01' 50" E a distance of 38.67 feet; thence S 57° 58' 10" W a distance of 4.00 feet; thence S 32° 01' 50" E a distance of 52.52 feet; thence S 89° 01' 50" E a distance of 30.65 feet; thence N 33° 58' 10" E a distance of 52.52 feet; thence N 56° 01' 50" W a distance of 4.00 feet; thence N 33° 58' 10" E a distance of 38.67 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.435 acres, more or less.

AND

A portion of Parcel "A" together with a portion of Parcel "R-7", 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 Northeast corner Section 9, Township 49 South, Range 41 East; thence N 89° 01' 50" W along the North line of said Section 9 a distance of 553.06 feet; thence S 00° 58' 10" W a distance of 53.00 feet to the Point of Beginning; said point lying on the South right-of-way line of McNab Road; thence continue S 00° 58' 10" W a distance of 37.50 feet; thence N 89° 01' 50" W a distance of 85.00 feet; thence S 00° 58' 10" W a distance of 32.50 feet; thence N 89° 01' 50" W a distance of 5.00 feet; thence S 00° 58' 10" W a distance of 90.00 feet; thence N 89° 01' 50" W a distance of 65.00 feet; thence N 00° 58' 10" E a distance of 90.00 feet; thence N 89° 01' 50" W a distance of 110.66 feet; thence S 00° 58' 10" W a distance of 57.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence S 00° 58' 10" W a distance of 15.00 feet; thence N 89° 01' 50" W a distance of 25.00 feet; thence N 00° 58' 10" E a distance of 5.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence N 00° 58' 10" E a distance of 67.00 feet; thence N 89° 01' 50" W a distance of 77.17 feet; thence N 00° 58' 10" E a distance of 32.50 feet; thence S 89° 01' 50" E a distance of 62.83 feet; thence N 00° 58' 10" E a distance of 37.50 feet to a point lying on the South right-of-way line of McNab Road; thence S 89° 01' 50" E along said South right-of-way line a distance of 345.00 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.770 acres, more or less.

EXHIBIT "A"

15.00 feet; thence N 89° 01' 50" W a distance of 25.00 feet; thence N 00° 58' 10" E a distance of 5.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence N 00° 58' 10" E a distance of 67.00 feet; thence N 89° 01' 50" W a distance of 77.17 feet; thence N 00° 58' 10" E a distance of 32.50 feet; thence S 89° 01' 50" E a distance of 62.83 feet; thence N 00° 58' 10" E a distance of 37.50 feet to a point lying on the South right-of-way line of McNab Road; thence S 89° 01' 50" E along said South right-of-way line a distance of 345.00 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.770 acres, more or less.

LEGAL DESCRIPTIONRECREATION AREA

A portion of Parcel "A" together with a portion of Parcel "R-7" of the Plat of "Glencagles" 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 Northeast corner, Section 9, Township 49 South, Range 41 East; thence N 89° 01' 50" W along the North line of said Section 9 a distance of 553.06 feet; thence S 00° 58' 10" W, a distance of 53.00 feet to the Point of Beginning. Said point lying on the South right-of-way line of McNab Road; thence continue S 00° 58' 10" W a distance of 37.50 feet; thence N 89° 01' 50" W a distance of 85.00 feet; thence S 00° 58' 10" W a distance of 32.50 feet; thence N 89° 01' 50" W a distance of 5.00 feet; thence S 00° 58' 10" W a distance of 90.00 feet; thence N 89° 01' 50" W a distance of 75.34 feet; thence S 33° 58' 10" W a distance of 107.31 feet; thence N 89° 01' 50" W a distance of 155.49 feet; thence N 32° 01' 50" W a distance of 131.40 feet; thence N 00° 58' 10" E a distance of 19.80 feet; thence S 89° 01' 50" E a distance of 15.84 feet; thence N 00° 58' 10" E a distance of 13.00 feet; thence S 89° 01' 50" E a distance of 20.00 feet; thence N 00° 58' 10" E a distance of 37.00 feet; thence S 89° 01' 50" E a distance of 7.17 feet; thence N 00° 58' 10" E a distance of 32.50 feet; thence S 89° 01' 50" E a distance of 62.83 feet; thence N 00° 58' 10" E a distance of 37.50 feet to a point on the South right-of-way line of McNab Road; thence S 89° 01' 50" E along said right-of-way line a distance of 345.00 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 1.687 acres more or less.

LESS:

A portion of Parcel "A" of the Plat of "Glencagles" 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 Northeast corner of Section 9, Township 49 South, Range 41 East; thence N 89° 01' 50" W along the North line of said Section 9, a distance of 792.85 feet; thence S 00° 58' 10" W a distance of 134.50 feet to the Point of Beginning; thence S 56° 01' 50" E a distance of 95.00 feet; thence S 33° 58' 10" W a distance of 66.67 feet; thence N 56° 01' 50" W a distance of 4.00 feet; thence S 33° 58' 10" W a distance of 48.91 feet; thence N 89° 01' 50" W a distance of 150.02 feet; thence N 32° 01' 50" W a distance of 48.91 feet; thence S 57° 58' 10" W a distance of 4.00 feet; thence N 32° 01' 50" W a distance of 66.67 feet; thence N 57° 58' 10" E a distance of 95.00 feet; thence S 32° 01' 50" E a distance of 38.67 feet; thence S 57° 58' 10" W a distance of 4.00 feet; thence S 32° 01' 50" E a distance of 52.52 feet; thence S 89° 01' 50" E a distance of 30.65 feet; thence N 33° 58' 10" E a distance of 52.52 feet; thence N 56° 01' 50" W a distance of 4.00 feet; thence N 33° 58' 10" E a distance of 38.67 feet to the Point of Beginning. Said lands lying in Broward County, Florida, and containing 0.435 acres, more or less.

LESS:

A portion of Parcel "A" together with a portion of Parcel "R-7", of the Plat of "Glencagles" 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 Northeast corner Section 9, Township 49 South, Range 41 East; thence N 89° 01' 50" W along the North line of said Section 9 a distance of 553.06 feet; thence S 00° 58' 10" W a distance of 53.00 feet to the Point of Beginning; said point lying on the South right-of-way line of McNab Road; thence continue S 00° 58' 10" W a distance of 37.50 feet; thence N 89° 01' 50" W a distance of 85.00 feet; thence S 00° 58' 10" W a distance of 32.50 feet; thence N 89° 01' 50" W a distance of 5.00 feet; thence S 00° 58' 10" W a distance of 90.00 feet; thence N 89° 01' 50" W a distance of 65.00 feet; thence N 00° 58' 10" E a distance of 90.00 feet; thence N 89° 01' 50" W a distance of 110.66 feet; thence S 00° 58' 10" W a distance of 57.00 feet; thence N 89° 01' 50" W a distance of 20.00 feet; thence S 00° 58' 10" W a distance of

SEVENTH AMENDMENT TO DECLARATION
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR CONCORD VILLAGE.

KNOW ALL MEN BY THESE PRESENTS that the undersigned, UNIVERSITY HOUSING CORPORATION, a Florida corporation, named as Developer in that certain Declaration of Protective Covenants and Restrictions for Concord Village, as recorded among the Public Records of Broward County, Florida, in Official Records Book ____, at Page ____, does hereby file this Amendment to said Declaration of Protective Covenants and Restrictions, pursuant to the provisions thereof, to subject the lands described upon Exhibits "A" and "B" hereto, to all terms and conditions of said Declaration of Protective Covenants and Restrictions as Residential Property as to the lands described upon Exhibit "A", and as Recreation Area as to the lands described upon Exhibit "B" to the same extent and as fully as if the lands described upon Exhibits "A" and "B" annexed hereto had originally been described in Exhibit "A" to said Declaration of Protective Covenants and Restrictions respectively as Residential Property and as Recreation Area.

DATED, this ____ day of _____,
19____.

WITNESSES:

UNIVERSITY HOUSING CORPORATION

By _____
Victor P. de Sousa
Vice President

STATE OF FLORIDA)
 : SS :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Victor P. de Sousa, known to me to be the Vice President of University Housing Corporation, a Florida corporation, the corporation named in the foregoing instrument, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS, my hand and official seal in the State and County last aforesaid, this ____ day of _____, 19____.

Notary Public

MY COMMISSION EXPIRES:

LEGAL DESCRIPTION

RESIDENTIAL PROPERTY - BUILDING #11

A PORTION OF PARCEL "B" 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 NORTHEAST CORNER OF SECTION 9, TOWNSHIP 49 SOUTH, RANGE 41 EAST; THENCE N. $89^{\circ}01'50''$ W. ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 2192.42 FEET; THENCE S. $00^{\circ}58'10''$ W. A DISTANCE OF 53.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF McNAB ROAD; THENCE S. $89^{\circ}01'50''$ E. ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 387.32 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $90^{\circ}00'00''$ FOR AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY. SAID POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF LAGOS DE CAMPO BLVD. THENCE S. $00^{\circ}58'10''$ W. ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 45.00 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 147.50 FEET; THENCE S. $00^{\circ}58'10''$ W. A DISTANCE OF 45.00 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 20.00 FEET; THENCE S. $00^{\circ}58'10''$ W. A DISTANCE OF 27.00 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 50.00 FEET; THENCE N. $00^{\circ}58'10''$ E. A DISTANCE OF 20.00 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 65.00 FEET; THENCE N. $00^{\circ}58'10''$ E. A DISTANCE OF 52.00 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 110.00 FEET; THENCE S. $00^{\circ}58'10''$ W. A DISTANCE OF 82.00 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 32.50 FEET; THENCE N. $00^{\circ}58'10''$ E. A DISTANCE OF 114.50 FEET; THENCE S. $89^{\circ}01'50''$ E. A DISTANCE OF 12.68 FEET; THENCE N. $00^{\circ}58'10''$ E. A DISTANCE OF 37.50 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, AND CONTAINING 0.911 ACRES MORE OR LESS.

AND

A PORTION OF PARCEL "B" 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 NORTHEAST CORNER OF SECTION 9, TOWNSHIP 49 SOUTH, RANGE 41 EAST; THENCE N. $89^{\circ}01'50''$ W. ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1900.49 FEET; THENCE S. $00^{\circ}58'10''$ W. A DISTANCE OF 134.50 FEET TO THE POINT OF BEGINNING; THENCE S. $56^{\circ}01'50''$ E. A DISTANCE OF 95.00 FEET; THENCE S. $33^{\circ}58'10''$ W. A DISTANCE OF 66.66 FEET; THENCE N. $56^{\circ}01'50''$ W. A DISTANCE OF 4.00 FEET; THENCE S. $33^{\circ}58'10''$ W. A DISTANCE OF 48.92 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 214.02 FEET; THENCE N. $32^{\circ}01'50''$ W. A DISTANCE OF 48.92 FEET; THENCE S. $57^{\circ}58'10''$ W. A DISTANCE OF 4.00 FEET; THENCE N. $32^{\circ}01'50''$ W. A DISTANCE OF 66.66 FEET; THENCE N. $57^{\circ}58'10''$ E. A DISTANCE OF 95.00 FEET; THENCE S. $32^{\circ}01'50''$ E. A DISTANCE OF 38.68 FEET; THENCE S. $57^{\circ}58'10''$ W. A DISTANCE OF 4.00 FEET; THENCE S. $32^{\circ}01'50''$ E. A DISTANCE OF 52.52 FEET; THENCE S. $89^{\circ}01'50''$ E. A DISTANCE OF 94.65 FEET; THENCE N. $33^{\circ}58'10''$ E. A DISTANCE OF 52.52 FEET; THENCE N. $56^{\circ}01'50''$ W. A DISTANCE OF 4.00 FEET; THENCE N. $33^{\circ}58'10''$ E. A DISTANCE OF 38.68 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, AND CONTAINING 0.705 ACRES, MORE OR LESS.

LEGAL DESCRIPTION

RECREATION AREA

EXHIBIT B

A PORTION OF PARCEL "B" 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 NORTHEAST CORNER SECTION 9, TOWNSHIP 49 SOUTH, RANGE 41 EAST; THENCE N. 89° 01' 50" W. ALONG THE NORTH LINE OF SAID SECTION 9 A DISTANCE OF 2192.42 FEET; THENCE S. 00° 58' 10" W. A DISTANCE OF 53.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF McNAB ROAD; THENCE S. 89° 01' 50" E. ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 387.32 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY. SAID POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF LAGOS DE CAMPO BLVD; THENCE S. 00° 58' 10" W. ALONG SAID RIGHT-OF-WAY A DISTANCE OF 225.00 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 326.04 FEET; THENCE N. 32° 01' 50" W. A DISTANCE OF 108.51 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 39.86 FEET; THENCE N. 00° 58' 10" E. A DISTANCE OF 121.49 FEET; THENCE S. 89° 01' 50" E. A DISTANCE OF 12.68 FEET; THENCE N. 00° 58' 10" E. A DISTANCE OF 37.50 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, AND CONTAINING 2.280 ACRES, MORE OR LESS.

LESS:

A PORTION OF PARCEL "B" 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 NORTHEAST CORNER OF SECTION 9, TOWNSHIP 49 SOUTH, RANGE 41 EAST; THENCE N. 89° 01' 50" W. ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 2192.42 FEET; THENCE S. 00° 58' 10" W. A DISTANCE OF 53.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF McNAB ROAD; THENCE S. 89° 01' 50" E. ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 387.32 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE EASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90° 00' 00" FOR AN ARC DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY. SAID POINT LYING ON THE WEST RIGHT-OF-WAY LINE OF LAGOS DE CAMPO BLVD. THENCE S. 00° 58' 10" W. ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 45.00 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 147.50 FEET; THENCE S. 00° 58' 10" W. A DISTANCE OF 45.00 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 20.00 FEET; THENCE S. 00° 58' 10" W. A DISTANCE OF 27.00 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 50.00 FEET; THENCE N. 00° 58' 10" E. A DISTANCE OF 20.00 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 65.00 FEET; THENCE N. 00° 58' 10" E. A DISTANCE OF 52.00 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 110.00 FEET; THENCE S. 00° 58' 10" W. A DISTANCE OF 82.00 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 32.50 FEET; THENCE N. 00° 58' 10" E. A DISTANCE OF 114.50 FEET; THENCE S. 89° 01' 50" E. A DISTANCE OF 12.68 FEET; THENCE N. 00° 58' 10" E. A DISTANCE OF 37.50 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, AND CONTAINING 0.911 ACRES MORE OR LESS.

LESS:

A PORTION OF PARCEL "B" 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 NORTHEAST CORNER OF SECTION 9, TOWNSHIP 49 SOUTH, RANGE 41 EAST; THENCE N. 89° 01' 50" W. ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 1900.49 FEET; THENCE S. 00° 58' 10" W. A DISTANCE OF 134.50 FEET TO THE POINT OF BEGINNING; THENCE S. 56° 01' 50" E. A DISTANCE OF 95.00 FEET; THENCE S. 33° 58' 10" W. A DISTANCE OF 66.66 FEET; THENCE N. 56° 01' 50" W. A DISTANCE OF 4.00 FEET; THENCE S. 33° 58' 10" W. A DISTANCE OF 48.92 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 214.02 FEET; THENCE N. 32° 01' 50" W. A DISTANCE OF 48.92 FEET; THENCE S. 57° 58' 10" W. A DISTANCE OF 4.00 FEET; THENCE N. 32° 01' 50" W. A DISTANCE OF 66.66 FEET; THENCE N. 57° 58' 10" E. A DISTANCE OF 95.00 FEET; THENCE S. 32° 01' 50" E. A DISTANCE OF 38.68 FEET; THENCE S. 57° 58' 10" W. A DISTANCE OF 4.00 FEET; THENCE S. 32° 01' 50" E. A DISTANCE OF 52.52 FEET; THENCE S. 89° 01' 50" E. A DISTANCE OF 94.65 FEET; THENCE N. 33° 58' 10" E. A DISTANCE OF 52.52 FEET; THENCE N. 56° 01' 50" W. A DISTANCE OF 4.00 FEET; THENCE N. 33° 58' 10" E. A DISTANCE OF 38.68 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, AND CONTAINING 0.705 ACRES MORE OR LESS.

EIGHTH AMENDMENT TO DECLARATION
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR CONCORD VILLAGE.

KNOW ALL MEN BY THESE PRESENTS that the undersigned, UNIVERSITY HOUSING CORPORATION, a Florida corporation, named as Developer in that certain Declaration of Protective Covenants and Restrictions for Concord Village, as recorded among the Public Records of Broward County, Florida, in Official Records Book ____, at Page ____, does hereby file this Amendment to said Declaration of Protective Covenants and Restrictions, pursuant to the provisions thereof, to subject the lands described upon Exhibits "A" and "B" hereto, to all terms and conditions of said Declaration of Protective Covenants and Restrictions as Residential Property as to the lands described upon Exhibit "A", and as Recreation Area as to the lands described upon Exhibit "B" to the same extent and as fully as if the lands described upon Exhibits "A" and "B" annexed hereto had originally been described in Exhibit "A" to said Declaration of Protective Covenants and Restrictions respectively as Residential Property and as Recreation Area.

DATED, this ____ day of _____,
19____.

WITNESSES:

UNIVERSITY HOUSING CORPORATION

By _____
Victor P. de Sousa
Vice President

STATE OF FLORIDA)
 : SS :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Victor P. de Sousa, known to me to be the Vice President of University Housing Corporation, a Florida corporation, the corporation named in the foregoing instrument, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS, my hand and official seal in the State and County last aforesaid, this ____ day of _____, 19____.

Notary Public

MY COMMISSION EXPIRES:

EXHIBIT A

LEGAL DESCRIPTION

RESIDENTIAL PROPERTY - BUILDING #12

A PORTION OF PARCEL "B" 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 NORTHEAST CORNER OF SECTION 9, TOWNSHIP 49 SOUTH, RANGE 41 EAST; THENCE N. 89° 01' 50" W. ALONG THE NORTH LINE SAID SECTION 9 A DISTANCE OF 2192.42 FEET; THENCE S. 00° 58' 10" W. A DISTANCE OF 53.00 FEET TO THE POINT OF BEGINNING. SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF McNAB ROAD; THENCE CONTINUE S. 00° 58' 10" W. A DISTANCE OF 37.50 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 12.68 FEET; THENCE S. 00° 58' 10" W. A DISTANCE OF 114.50 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 32.50 FEET; THENCE N. 00° 58' 10" E. A DISTANCE OF 82.00 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 110.00 FEET; THENCE S. 00° 58' 10" W. A DISTANCE OF 45.00 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 20.00 FEET; THENCE S. 00° 58' 10" W. A DISTANCE OF 27.00 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 50.00 FEET; THENCE N. 00° 58' 10" E. A DISTANCE OF 20.00 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 65.00 FEET; THENCE N. 00° 58' 10" E. A DISTANCE OF 52.00 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 155.39 FEET; THENCE N. 00° 00' 46" W. A DISTANCE OF 70.01 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF McNAB ROAD; THENCE S. 89° 01' 50" E. ALONG SAID RIGHT-OF-WAY LINE OF McNAB ROAD A DISTANCE OF 446.77 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BROWARD COUNTY, FLORIDA AND CONTAINING 0.950 ACRES MORE OR LESS.

AND

A PORTION OF PARCEL "B" 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 N. 89° 01' 50" W., ALONG THE NORTH LINE OF SAID SECTION 9 A DISTANCE OF 2324.72 FEET; THENCE S. 00° 58' 10" W. A DISTANCE OF 132.37 FEET TO THE POINT OF BEGINNING; THENCE S. 56° 01' 50" E. A DISTANCE OF 95.00 FEET; THENCE S. 33° 58' 10" W. A DISTANCE OF 66.66 FEET; THENCE N. 56° 01' 50" W. A DISTANCE OF 4.00 FEET; THENCE S. 33° 58' 10" W. A DISTANCE OF 48.92 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 214.02 FEET; THENCE N. 32° 01' 50" W. A DISTANCE OF 48.92 FEET; THENCE S. 57° 58' 10" W. A DISTANCE OF 4.00 FEET; THENCE N. 32° 01' 50" W. A DISTANCE OF 66.66 FEET; THENCE N. 57° 58' 10" E. A DISTANCE OF 95.00 FEET; THENCE S. 32° 01' 50" E. A DISTANCE OF 38.68 FEET; THENCE S. 57° 58' 10" W. A DISTANCE OF 4.00 FEET; THENCE S. 32° 01' 50" E. A DISTANCE OF 52.52 FEET; THENCE S. 89° 01' 50" E. A DISTANCE OF 94.65 FEET; THENCE N. 33° 58' 10" E. A DISTANCE OF 52.52 FEET; THENCE N. 56° 01' 50" W. A DISTANCE OF 4.00 FEET; THENCE N. 33° 58' 10" E. A DISTANCE OF 38.68 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, AND CONTAINING 0.705 ACRES, MORE OR LESS.

EXHIBIT B
LEGAL DESCRIPTION

RECREATION AREA

A PORTION OF PARCEL "B" 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 NORTHEAST CORNER SECTION 9, TOWNSHIP 49 SOUTH, RANGE 41 EAST; THENCE N. $89^{\circ}01'50''$ W. ALONG THE NORTH LINE OF SAID SECTION 9 A DISTANCE OF 2192.42 FEET; THENCE S. $00^{\circ}58'10''$ W. A DISTANCE OF 53.00 FEET TO THE POINT OF BEGINNING. SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF McNAB ROAD; THENCE CONTINUE S. $00^{\circ}58'10''$ W. A DISTANCE OF 37.50 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 12.68 FEET; THENCE S. $00^{\circ}58'10''$ W. A DISTANCE OF 121.49 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 39.49 FEET; THENCE S. $35^{\circ}31'16''$ W. A DISTANCE OF 110.49 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 180.20 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF $89^{\circ}00'54''$ FOR AN ARC DISTANCE OF 233.04 FEET TO THE POINT OF TANGENCY; THENCE N. $00^{\circ}00'56''$ W. A DISTANCE OF 102.59 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF McNAB ROAD; THENCE S. $89^{\circ}01'50''$ E. ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 446.77 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, AND CONTAINING 7.235 ACRES MORE OR LESS.

LESS:

A PORTION OF PARCEL "B" 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 NORTHEAST CORNER OF SECTION 9, TOWNSHIP 49 SOUTH, RANGE 41 EAST; THENCE N. $89^{\circ}01'50''$ W. ALONG THE NORTH LINE SAID SECTION 9 A DISTANCE OF 2192.42 FEET; THENCE S. $00^{\circ}58'10''$ W. A DISTANCE OF 53.00 FEET TO THE POINT OF BEGINNING. SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF McNAB ROAD; THENCE CONTINUE S. $00^{\circ}58'10''$ W. A DISTANCE OF 37.50 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 12.68 FEET; THENCE S. $00^{\circ}58'10''$ W. A DISTANCE OF 114.50 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 32.50 FEET; THENCE N. $00^{\circ}58'10''$ E. A DISTANCE OF 82.00 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 110.00 FEET; THENCE S. $00^{\circ}58'10''$ W. A DISTANCE OF 45.00 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 20.00 FEET; THENCE S. $00^{\circ}58'10''$ W. A DISTANCE OF 27.00 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 50.00 FEET; THENCE N. $00^{\circ}58'10''$ E. A DISTANCE OF 20.00 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 65.00 FEET; THENCE N. $00^{\circ}58'10''$ E. A DISTANCE OF 52.00 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 155.39 FEET; THENCE N. $00^{\circ}00'46''$ W. A DISTANCE OF 70.01 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF McNAB ROAD; THENCE S. $89^{\circ}01'50''$ E. ALONG SAID RIGHT-OF-WAY LINE OF McNAB ROAD A DISTANCE OF 446.77 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BROWARD COUNTY, FLORIDA AND CONTAINING 0.950 ACRES MORE OR LESS.

LESS:

A PORTION OF PARCEL "B" 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 N. $89^{\circ}01'50''$ W., ALONG THE NORTH LINE OF SAID SECTION 9 A DISTANCE OF 2324.72 FEET; THENCE S. $00^{\circ}58'10''$ W. A DISTANCE OF 132.37 FEET TO THE POINT OF BEGINNING; THENCE S. $56^{\circ}01'50''$ E. A DISTANCE OF 95.00 FEET; THENCE S. $33^{\circ}58'10''$ W. A DISTANCE OF 66.66 FEET; THENCE N. $56^{\circ}01'50''$ W. A DISTANCE OF 4.00 FEET; THENCE S. $33^{\circ}58'10''$ W. A DISTANCE OF 48.92 FEET; THENCE N. $89^{\circ}01'50''$ W. A DISTANCE OF 214.02 FEET; THENCE N. $32^{\circ}01'50''$ W. A DISTANCE OF 48.92 FEET; THENCE S. $57^{\circ}58'10''$ W. A DISTANCE OF 4.00 FEET; THENCE N. $32^{\circ}01'50''$ W. A DISTANCE OF 66.66 FEET; THENCE N. $57^{\circ}58'10''$ E. A DISTANCE OF 95.00 FEET; THENCE S. $32^{\circ}01'50''$ E. A DISTANCE OF 38.68 FEET; THENCE S. $57^{\circ}58'10''$ W. A DISTANCE OF 4.00 FEET; THENCE S. $32^{\circ}01'50''$ E. A DISTANCE OF 52.52 FEET; THENCE S. $89^{\circ}01'50''$ E. A DISTANCE OF 94.65 FEET; THENCE N. $33^{\circ}58'10''$ E. A DISTANCE OF 52.52 FEET; THENCE N. $56^{\circ}01'50''$ W. A DISTANCE OF 4.00 FEET; THENCE N. $33^{\circ}58'10''$ E. A DISTANCE OF 38.68 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, AND CONTAINING 0.705 ACRES, MORE OR LESS.

NINTH AMENDMENT TO DECLARATION
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR CONCORD VILLAGE.

KNOW ALL MEN BY THESE PRESENTS that the undersigned, UNIVERSITY HOUSING CORPORATION, a Florida corporation, named as Developer in that certain Declaration of Protective Covenants and Restrictions for Concord Village, as recorded among the Public Records of Broward County, Florida, in Official Records Book _____, at Page _____, does hereby file this Amendment to said Declaration of Protective Covenants and Restrictions, pursuant to the provisions thereof, to subject the lands described upon Exhibits "A" and "B" hereto, to all terms and conditions of said Declaration of Protective Covenants and Restrictions as Residential Property as to the lands described upon Exhibit "A", and as Recreation Area as to the lands described upon Exhibit "B" to the same extent and as fully as if the lands described upon Exhibits "A" and "B" annexed hereto had originally been described in Exhibit "A" to said Declaration of Protective Covenants and Restrictions respectively as Residential Property and as Recreation Area.

DATED, this _____ day of _____,
19____.

WITNESSES:

UNIVERSITY HOUSING CORPORATION

By _____
Victor P. de Sousa
Vice President

EXHIBIT A

LEGAL DESCRIPTION

RESIDENTIAL PROPERTY - BUILDING #7

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 N. 89°01'50" W. ALONG THE NORTH LINE OF SAID SECTION 9 A DISTANCE OF 553.06 FEET; THENCE S. 00°58'10" W. A DISTANCE OF 53.00 FEET TO THE POINT OF BEGINNING. SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF McNAB ROAD; THENCE CONTINUE S. 00°58'10" W. A DISTANCE OF 37.50 FEET; THENCE N. 89°01'50" W. A DISTANCE OF 85.00 FEET; THENCE S. 00°58'10" W. A DISTANCE OF 32.50 FEET; THENCE S. 89°01'50" E. A DISTANCE OF 105.00 FEET; THENCE S. 00°58'10" W. A DISTANCE OF 92.00 FEET; THENCE S. 89°01'50" E. A DISTANCE OF 45.00 FEET; THENCE N. 00°58'10" E. A DISTANCE OF 5.00 FEET; THENCE S. 89°01'50" E. A DISTANCE OF 20.00 FEET; THENCE N. 00°58'10" E. A DISTANCE OF 37.00 FEET; THENCE S. 89°01'50" E. A DISTANCE OF 167.19 FEET; THENCE S. 00°58'10" W. A DISTANCE OF 65.00 FEET; THENCE S. 12°34'37" E. A DISTANCE OF 20.11 FEET; THENCE S. 24°35'57" W. A DISTANCE OF 50.00 FEET; THENCE S. 65°24'03" E. A DISTANCE OF 32.50 FEET; THENCE N. 24°35'57" E. A DISTANCE OF 63.74 FEET; THENCE N. 68°27'24" E. A DISTANCE OF 13.11 FEET; THENCE N. 00°00'56" W. A DISTANCE OF 200.00 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF McNAB ROAD; THENCE N. 89°01'50" W. ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 300.86 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BROWARD COUNTY, FLORIDA AND CONTAINING 1.073 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, AT 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 N. 89°01'50" W. ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 431.24 FEET; THENCE S. 00°58'10" W. A DISTANCE OF 184.13 FEET TO THE POINT OF BEGINNING; THENCE S. 32°24'04" E. A DISTANCE OF 42.67 FEET; THENCE N. 57°35'56" E. A DISTANCE OF 13.96 FEET; THENCE S. 65°24'04" E. A DISTANCE OF 105.13 FEET; THENCE S. 24°35'56" W. A DISTANCE OF 57.67 FEET; THENCE N. 65°24'04" W. A DISTANCE OF 38.67 FEET; THENCE N. 24°35'56" E. A DISTANCE OF 8.00 FEET; THENCE N. 65°24'04" W. A DISTANCE OF 36.32 FEET; THENCE S. 57°35'56" W. A DISTANCE OF 55.36 FEET; THENCE N. 32°24'04" W. A DISTANCE OF 4.00 FEET; THENCE S. 57°35'56" W. A DISTANCE OF 48.91 FEET; THENCE N. 65°24'04" W. A DISTANCE OF 150.02 FEET; THENCE N. 08°24'04" W. A DISTANCE OF 48.91 FEET; THENCE S. 81°35'56" W. A DISTANCE OF 4.00 FEET; THENCE N. 08°24'04" W. A DISTANCE OF 66.67 FEET; THENCE N. 81°35'56" E. A DISTANCE OF 95.00 FEET; THENCE S. 08°24'04" E. A DISTANCE OF 38.67 FEET; THENCE S. 81°35'56" W. A DISTANCE OF 4.00 FEET; THENCE S. 08°24'04" E. A DISTANCE OF 52.52 FEET; THENCE S. 65°24'04" E. A DISTANCE OF 30.65 FEET; THENCE N. 57°35'56" E. A DISTANCE OF 52.52 FEET; THENCE N. 32°24'04" W. A DISTANCE OF 4.00 FEET; THENCE N. 57°35'56" E. A DISTANCE OF 38.67 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, AND CONTAINING 0.684 ACRES, MORE OR LESS.

EXHIBIT B

LEGAL DESCRIPTION

RECREATION AREA

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 NORTHEAST CORNER SECTION 9, TOWNSHIP 49 SOUTH, RANGE 41 EAST; THENCE N. 89° 01' 50" W. ALONG THE NORTH LINE OF SAID SECTION 9 A DISTANCE OF 553.06 FEET; THENCE S. 00° 58' 10" W. A DISTANCE OF 53.00 FEET TO THE POINT OF BEGINNING. SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF McNAB ROAD; THENCE S. 89° 01' 50" E. ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 300.56 FEET; THENCE S. 00° 00' 56" E. A DISTANCE OF 200.00 FEET; THENCE S. 68° 27' 24" W. A DISTANCE OF 13.11 FEET; THENCE S. 24° 35' 56" W. A DISTANCE OF 63.74 FEET; THENCE N. 65° 24' 04" W. A DISTANCE OF 32.50 FEET; THENCE S. 24° 35' 56" W. A DISTANCE OF 16.72 FEET; THENCE N. 65° 24' 04" W. A DISTANCE OF 83.77 FEET; THENCE S. 57° 35' 56" W. A DISTANCE OF 108.42 FEET TO A POINT ON A CIRCULAR CURVE WHOSE RADIUS BEARS S. 31° 33' 14" W.; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 26° 07' 15" FOR AN ARC DISTANCE OF 136.77 FEET TO A POINT ON SAID CURVE WHOSE RADIUS BEARS S. 05° 25' 59" W.; THENCE N. 08° 24' 04" W. A DISTANCE OF 92.14 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 8.57 FEET; THENCE N. 00° 58' 10" E. A DISTANCE OF 90.00 FEET; THENCE S. 89° 01' 50" E. A DISTANCE OF 5.00 FEET; THENCE N. 00° 58' 10" E. A DISTANCE OF 32.50 FEET; THENCE S. 89° 01' 50" E. A DISTANCE OF 85.00 FEET; THENCE N. 00° 58' 10" E. A DISTANCE OF 37.50 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, AND CONTAINING 2.194 ACRES, MORE OR LESS.

LESS:

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 NORTHEAST CORNER OF SECTION 9, TOWNSHIP 49 SOUTH, RANGE 41 EAST; THENCE N. 89° 01' 50" W. ALONG THE NORTH LINE OF SAID SECTION 9 A DISTANCE OF 553.06 FEET; THENCE S. 00° 58' 10" W. A DISTANCE OF 53.00 FEET TO THE POINT OF BEGINNING. SAID POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF McNAB ROAD; THENCE CONTINUE S. 00° 58' 10" W. A DISTANCE OF 37.50 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 85.00 FEET; THENCE S. 00° 58' 10" W. A DISTANCE OF 32.50 FEET; THENCE S. 89° 01' 50" E. A DISTANCE OF 105.00 FEET; THENCE S. 00° 58' 10" W. A DISTANCE OF 92.00 FEET; THENCE S. 89° 01' 50" E. A DISTANCE OF 45.00 FEET; THENCE N. 00° 58' 10" E. A DISTANCE OF 5.00 FEET; THENCE S. 89° 01' 50" E. A DISTANCE OF 20.00 FEET; THENCE N. 00° 58' 10" E. A DISTANCE OF 37.00 FEET; THENCE S. 89° 01' 50" E. A DISTANCE OF 167.19 FEET; THENCE S. 00° 58' 10" W. A DISTANCE OF 65.00 FEET; THENCE S. 12° 34' 37" E. A DISTANCE OF 20.11 FEET; THENCE S. 24° 35' 57" W. A DISTANCE OF 50.00 FEET; THENCE S. 65° 24' 03" E. A DISTANCE OF 32.50 FEET; THENCE N. 24° 35' 57" E. A DISTANCE OF 63.74 FEET; THENCE N. 68° 27' 24" E. A DISTANCE OF 13.11 FEET; THENCE N. 00° 00' 56" W. A DISTANCE OF 200.00 FEET TO A POINT LYING ON THE SOUTH RIGHT-OF-WAY LINE OF McNAB ROAD; THENCE N. 89° 01' 50" W. ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 300.86 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BROWARD COUNTY, FLORIDA AND CONTAINING 1.073 ACRES MORE OR LESS.

LESS:

A PORTION OF PARCEL "A" 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 NORTHEAST CORNER OF SECTION 9, TOWNSHIP 49 SOUTH, RANGE 41 EAST; THENCE N. 89° 01' 50" W. ALONG THE NORTH LINE OF SAID SECTION 9, A DISTANCE OF 431.24 FEET; THENCE S. 00° 58' 10" W. A DISTANCE OF 184.13 FEET TO THE POINT OF BEGINNING; THENCE S. 32° 24' 04" E. A DISTANCE OF 42.67 FEET; THENCE N. 57° 35' 56" E. A DISTANCE OF 13.96 FEET; THENCE S. 65° 24' 04" E. A DISTANCE OF 105.13 FEET; THENCE S. 24° 35' 56" W. A DISTANCE OF 57.67 FEET; THENCE N. 65° 24' 04" W. A DISTANCE OF 38.67 FEET; THENCE N. 24° 35' 56" E. A DISTANCE OF 8.00 FEET; THENCE N. 65° 24' 04" W. A DISTANCE OF 36.32 FEET; THENCE S. 57° 35' 56" W. A DISTANCE OF 55.36 FEET; THENCE N. 32° 24' 04" W. A DISTANCE OF 4.00 FEET; THENCE S. 57° 35' 56" W. A DISTANCE OF 48.91 FEET; THENCE N. 65° 24' 04" W. A DISTANCE OF 150.02 FEET; THENCE N. 08° 24' 04" W. A DISTANCE OF 48.91 FEET; THENCE S. 81° 35' 56" W. A DISTANCE OF 4.00 FEET; THENCE N. 08° 24' 04" W. A DISTANCE OF 66.67 FEET; THENCE N. 81° 35' 56" E. A DISTANCE OF 95.00 FEET; THENCE S. 08° 24' 04" E. A DISTANCE OF 38.67 FEET; THENCE S. 81° 35' 56" W. A DISTANCE OF 4.00 FEET; THENCE S. 08° 24' 04" E. A DISTANCE OF 52.52 FEET; THENCE S. 65° 24' 04" E. A DISTANCE OF 30.65 FEET; THENCE N. 57° 35' 56" E. A DISTANCE OF 52.52 FEET; THENCE N. 32° 24' 04" W. A DISTANCE OF 4.00 FEET; THENCE N. 57° 35' 56" E. A DISTANCE OF 38.67 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BROWARD COUNTY, FLORIDA, AND CONTAINING 0.684 ACRES, MORE OR LESS.

TENTH AMENDMENT TO DECLARATION
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
FOR CONCORD VILLAGE.

KNOW ALL MEN BY THESE PRESENTS that the undersigned, UNIVERSITY HOUSING CORPORATION, a Florida corporation, named as Developer in that certain Declaration of Protective Covenants and Restrictions for Concord Village, as recorded among the Public Records of Broward County, Florida, in Official Records Book ____, at Page ____, does hereby file this Amendment to said Declaration of Protective Covenants and Restrictions, pursuant to the provisions thereof, to subject the lands described upon Exhibits "A" and "B" hereto, to all terms and conditions of said Declaration of Protective Covenants and Restrictions as Residential Property as to the lands described upon Exhibit "A", and as Recreation Area as to the lands described upon Exhibit "B" to the same extent and as fully as if the lands described upon Exhibits "A" and "B" annexed hereto had originally been described in Exhibit "A" to said Declaration of Protective Covenants and Restrictions respectively as Residential Property and as Recreation Area.

DATED, this ____ day of _____,
19____.

WITNESSES:

UNIVERSITY HOUSING CORPORATION

By _____
Victor P. de Sousa
Vice President

STATE OF FLORIDA)
 : SS :
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Victor P. de Sousa, known to me to be the Vice President of University Housing Corporation, a Florida corporation, the corporation named in the foregoing instrument, and he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS, my hand and official seal in the State and County last aforesaid, this ____ day of _____, 19____.

Notary Public

MY COMMISSION EXPIRES:

EXHIBIT A

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
AL DESCRIPTION
RECREATION AREA

A PORTION OF PARCEL "R-5" TOGETHER WITH A PORTION OF PARCEL "A" 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 NORTHEAST 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 251.98 FEET; THENCE S. 89° 59' 04" W. A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING; THENCE S. 00° 00' 56" E. PARALLEL WITH THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 418.99 FEET; THENCE S. 89° 59' 04" W. A DISTANCE OF 72.50 FEET; THENCE N. 00° 00' 56" W. A DISTANCE OF 6.62 FEET; THENCE S. 89° 59' 04" W. A DISTANCE OF 108.88 FEET; THENCE S. 56° 59' 04" W. A DISTANCE OF 133.09 FEET; THENCE N. 00° 00' 56" W. A DISTANCE OF 144.97 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 25° 34' 04" FOR AN ARC DISTANCE OF 133.87 FEET TO A POINT ON SAID CURVE WHOSE RADIUS BEARS S. 64° 25' 00" W.; THENCE N. 56° 59' 04" E. A DISTANCE OF 142.34 FEET; THENCE N. 00° 00' 56" W. A DISTANCE OF 86.37 FEET; THENCE N. 89° 01' 50" W. A DISTANCE OF 8.98 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 193.00 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING IN BROWARD COUNTY, FLORIDA AND CONTAINING 2.631 ACRES MORE OR LESS.

LESS:

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 NORTHEAST 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.

LESS:

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 ACRE, MORE OR LESS.

EXHIBIT 10

NONE

EXHIBIT 11

The survey and graphic description of improvements 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 12

ESCROW AGREEMENT

THIS AGREEMENT, made and entered into between Florida Coast Bank of Pompano Beach whose principal place of business is 2850 North Federal Highway, Lighthouse Point, Florida herein referred to as "Escrow Agent", and UNIVERSITY HOUSING CORPORATION, a Florida corporation, whose address is 6701 North University Drive, Tamarac, Florida, hereinafter called "Developer".

W I T N E S S E T H :

WHEREAS, Developer proposes to construct and develop a phase condominium project known as CONCORD VILLAGE COMMUNITY, in Tamarac, Florida, the first phase of which will be known as Concord Village Condominium I, and sell the condominium units therein to "Purchasers", and

WHEREAS, Developer desires to make arrangements to escrow a portion of the deposit on each Contract in accordance with the provisions of Section 718.202 Florida Statutes; and

WHEREAS, Escrow Agent has consented to hold all such deposits pursuant to the terms and provisions hereof;

NOW, THEREFORE, the Escrow Agent and the Developer agree as follows:

1. From time to time, Developer will deliver checks payable to Florida Coast Bank of Pompano Beach, Escrow Agent, which will represent a portion of deposits on Contracts, together with a copy of each executed Contract.

2. The Conditions for the release of funds shall be:

- A. The funds deposited by each Purchaser shall be disbursed to Developer by Escrow Agent at or within ten days after the closing of the sale under each Contract, or sooner upon default of the Purchaser, upon written directions from the Developer, unless prior to the disbursement, Escrow Agent receives from the Buyer written notice of a dispute between Buyer and Developer.

B. Escrow Agent shall disburse the escrowed funds under a Contract to Purchaser upon the written direction of Developer:

C. All disbursements shall be subject to collection and clearance of checks;

D. In the event a dispute should arise between Developer and any Purchaser, the Escrow Agent shall have the option to:

(1) retain the escrowed funds until (a) written agreement is reached between the Purchaser and the Developer, or (b) until final determination by a court of competent jurisdiction with all applicable appeal periods having expired; and then act pursuant to such agreement or final court determination; or

(2) deposit the escrowed funds with the clerk of a court of competent jurisdiction and notify the Purchaser and Developer by certified mail, return receipt requested, it being agreed that the Escrow Agent shall not be made a party to any court action arising from such disputes or disagreements; or

(3) file an action in the nature of interpleader, joining the Purchaser and Developer and thereafter comply with the final determination by the court with regard to the disposition of such disputes or disagreements.

3. The Escrow Agent shall not be required to invest any deposit held hereunder, nor be required to place such deposit in an interest-bearing account.

4. The Escrow Agent in accepting such deposit assumes only the duties and obligations expressly set forth in this agreement.

5. The Escrow Agent may resign upon thirty (30) days written notice to the Purchaser(s) and the Developer. If a successor Escrow Agent is not appointed within this thirty-day period, the Escrow Agent may petition a court of competent jurisdiction to designate a successor Escrow Agent, and upon designation of such successor Escrow Agent, the Escrow Agent shall deliver to such successor Escrow Agent all deposits held by Escrow Agent.

6. Developer agrees to pay the Escrow Agent, at the time of delivery of each Purchaser's check to the Escrow Agent, as compensation for services to be rendered hereunder, the sum of FIFTEEN (\$15.00) DOLLARS per escrow, with a minimum fee of TWO HUNDRED (\$200.00) DOLLARS per year and to pay reasonable compensation for all additional services which are requested and performed. Escrow Agent shall be further entitled to receive reimbursement for all court costs including reasonable attorney's fees in the event of any litigation or interpleader involving Escrow Agent arising hereunder, or under any Contract.

7. All notices required or permitted hereunder between Developer and Escrow Agent shall be in writing, and shall be deemed to have been delivered three (3) days after mailing by certified mail, return receipt requested, with postage prepaid to a party to its address first set forth herein or at such other address set forth in an appropriately delivered notice. All other notices shall be given as specified in the Contracts.

8. The rights created by this Agreement shall inure to the benefit of, and the obligations created hereby shall be binding upon, the successors and assigns of the Escrow Agent and the Developer.

9. This Agreement shall be construed and enforced according to the laws of the State of Florida.

IN WITNESS WHEREOF, the Escrow Agent and the Developer have executed this Agreement of this 1 day of March 1974.

Florida Coast Bank of Pompano Beach

BY *M. B. Smith*

Its *Senior Trust Officer*
Escrow Agent

UNIVERSITY HOUSING CORPORATION

BY *David W. Wall*

Its *Vice President*
Developer

EXHIBIT 13

ARTICLES OF INCORPORATION

OF

CONCORD VILLAGE RECREATION 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, its successors and assigns, as defined in the Covenants Declaration.

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

5. "Apartment" means unit, as set forth in the Act, and is that portion of a condominium which is subject to exclusive ownership.

6. "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.

7. "Recreation Area Expenses" means those expenses for which the Apartment Owners are liable as set forth in various sections of the Covenants Declaration and includes:

- (a) 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; and
- (b) any other expenses designated as "Recreation Area Expenses" from time to time by the Board of Directors of the Association.

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

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

10. "Recreation Area(s)" means the recreation property serving Concord Village Community.

11. "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.

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

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

ARTICLE I

NAME

The name of this Association shall be CONCORD VILLAGE RECREATION ASSOCIATION I, 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 and the Recreation Areas contained therein.

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 Covenants Declaration or the Act.

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

(a) to promulgate reasonable rules and regulations governing Concord Village Condominiums and Recreation Areas;

(b) to make, levy, collect and enforce Assessments against Apartment Owners to provide funds to pay for the expenses of the Association under the Covenants Declaration, 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 Recreation Areas and all personal property owned by the Association in accordance with the Covenants Declaration and the Act;

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

(e) to enforce by legal means the provisions of the Covenants Declaration, these Articles, the By-Laws, and the Rules and Regulations promulgated by the Association;

(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 Recreation Areas, and to enter into other agreements consistent with the purposes of the Association, including an agreement as to the management of 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 I 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 I, ("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
Gene C. Anderson	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	Gene C. Anderson

ARTICLE IX

BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors (the "First Board") and the "Initial Elected Board", as hereinafter defined, shall be three (3). The number of Directors elected by the "Purchaser Members" (as hereinafter defined), subsequent to the initial elected board, shall be as provided in paragraph F of this Article IX.

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
Gene C. Anderson	6701 North University Drive Tamarac, Florida

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 contained in Concord Village 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 contained in Concord Village. 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 contained in Concord Village. 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 contained in Concord Village 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 contained in Concord Village 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 two (2%) per cent of the Units ultimately to be contained in Concord Village.

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. At the "Majority Election Meeting" the Board of Directors shall be increased so that one director shall be elected

from each of the Concord Village Condominiums. Each member shall be entitled to cast one vote for each director seat open on the Board. The voting shall not be cumulative. In addition, the "Developer's Resignation Event" as set forth in paragraph H of this Article IX, Developer shall be entitled to designate a minimum of one Director, including the right to name the successor, if any, to any such Director so designated. After the Developer's Resignation Event, there shall be only so many members of the Board of Directors as there are condominiums in Concord Village, and there shall be one such Director from each such condominium. At any time that there may be an otherwise even number of Directors, there shall be one additional director elected at large by the members.

G. 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.

H. 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 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.

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

J. 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 I 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.

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 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

Gene C. Anderson

436 STATE OF FLORIDA)
437 :
438 COUNTY OF BROWARD)

439
439 I HEREBY CERTIFY that on this day, before me, a Notary
440 Public duly authorized in the State and County named above
441 to take acknowledgments, personally appeared VICTOR DE SOUSA,
442 DAVID W. WALL and GENE C. ANDERSON, to me known to be the
443 persons described as Subscribers in an who executed the
444 foregoing Articles of Incorporation, and they acknowledged
445 before me that they executed the same for the purposes
446 therein expressed.

447
447 IN WITNESS WHEREOF, the Subscribers have hereunto
448 affixed their signatures, this ____ day of _____,
449 107__.

450
450
451
452
452
453

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 RECREATION 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 _____

CERTIFICATE OF AMENDMENT

OF

ARTICLES OF INCORPORATION

OF

CONCORD VILLAGE RECREATION ASSOCIATION, INC.

WE, the undersigned, being the President and Secretary, respectively, of CONCORD VILLAGE RECREATION ASSOCIATION, INC., a Florida corporation not for profit, do hereby certify as follows:

1.

The name of the corporation is CONCORD VILLAGE RECREATION ASSOCIATION, INC.

2.

At a special meeting of the Board of Directors and Subscribers of CONCORD VILLAGE RECREATION ASSOCIATION, INC. held jointly on August 7th, 1979, at which all of the Directors and all of the Subscribers were present, the following resolution was unanimously adopted:

RESOLVED: That Article IV of the Articles of Incorporation of CONCORD VILLAGE RECREATION ASSOCIATION, INC. be amended to correct a Scrivener's error therein so that it will provide as follows:

ARTICLE IV

MEMBERS

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:

A. Until such time as Concord Village Condominium I 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.

B. Membership in the Association shall be established by the acquisition of ownership of fee title to an Apartment in Concord Village Community ("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 and 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.

C. 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.

D. 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. "

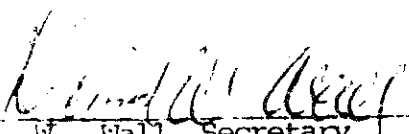
And it was further RESOLVED: That the proper officers of the corporation be and they are hereby authorized, empowered and directed to prepare and file with the Secretary of State of Florida, such proper certificate as will cause the Articles of Incorporation to be amended as herein provided.

IN WITNESS WHEREOF, We, the undersigned, being the President and Secretary respectively of the corporation have subscribed and acknowledged this certificate this 7th day of August, 1979.



Victor P. DeSousa, President

ATTEST:


David W. Wall, Secretary

STATE OF FLORIDA)

SS.

COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared

VICTOR P. DeSOUSA and DAVID W. WALL, respectively President and

Secretary of CONCORD VILLAGE RECREATION ASSOCIATION, INC. a

Florida corporation, not for profit, known to me, and known to

me to be the President and Secretary of the said corporation,

and they acknowledged before me that they executed the foregoing

certificate for the uses and purposes therein expressed.

Dated at Miami, Florida this 7th day of August, 1979.

~~Notary Public, State of Florida~~

My commission expires:

February 13, 1983

EXHIBIT 14

BY-LAWS
OF
CONCORD VILLAGE RECREATION ASSOCIATION, INC.

Section 1. Identification of Association

These are the By-Laws of CONCORD VILLAGE RECREATION ASSOCIATION, INC. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering "Concord Village" and the "Recreation Areas" therein in Tamarac, Broward County, Florida.

1.1 The office of the Association shall be for the present at 6701 N. University Drive, Tamarac, Florida 33321, and thereafter may be located at any place in Broward County, Florida, designated by the Board.

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

1.3 The seal of the corporation shall bear the name of the corporation; the word "Florida" and the words "Corporation Not-For-Profit".

Section 2. Definitions

All terms shall have the meanings set forth in the Condominium Act, Chapter 718, Florida Statutes, ("The 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 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 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 or 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 these By-Laws to a "successor Developer" shall not be construed to limit, modify or effect 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. "Apartment" means unit, as set forth in the Act, and is that portion of the Condominium Property which is subject to exclusive ownership.

5. "Association" means Concord Village Recreation Association, Inc., a Florida corporation not for profit.

These are the By-Laws for the Recreation Association, which Association is hereinafter referred to as "Association".

6. Recreation Area Expenses means the expenses for which the Apartment Owners are liable to the Association as set forth in the Covenants Declaration.

7. "Additional Acreage" means those lands which may hereinafter become part of Concord Village Community.

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

9. "Board" means the Board of Directors of the Recreation Association.

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

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

12. "Director" means a member of the Board of this Association.

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

Section 3. Membership, Members' Meetings; Voting and Proxies

3.1 The qualifications of Members, the manner of their admission to Membership and the termination of such Membership shall be as set forth in Article IV of the Articles.

3.2 The "Annual Members Meetings" shall be held at the office of the Association at 8:00 P.M. Local Time, on the second Thursday in the month of January of each year; provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Thursday. The purpose of the Annual Members Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article IX of the Articles) and transact any other business authorized to be transacted by the Members.

3.3 Special meetings of the Membership, shall be held at any place within the City of Tamarac whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from one-third (1/3) of the entire Membership.

3.4 A written notice of all meetings of Members (whether the Annual Members Meeting or special meetings) shall be given to each Member at his last known address as it appears on the books of the Association not less than fourteen (14) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be by post office certificate as provided in Florida Statutes, Sec. 718.112 (d). The notice shall state the time and place of the meeting of Members to take place and the object for which the meeting is called. The notice shall be

given by an officer of the Association. Further, notice of all meetings of Members shall be posted at a conspicuous place on the Condominium at least fourteen (14) days prior to the meeting. In the event the meeting of Members is one which, by express provision of the Act the Articles, or the Covenants Declaration requires a greater or lesser period of time for the mailing or posting of notice than is required by the provisions of this Section 3.4, then such express provision shall govern. Provisions to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after a meeting by signing a document setting forth the waiver or written notice.

3.5 The Membership may, at the discretion of the Board, may act by written agreement in lieu of a meeting; provided written notice of the matter or matters to be agreed upon is given to the Members at the addresses and within the time periods set forth in Section 3.4 herein or duly waived in accordance with such Section. The decision of the majority of the Membership (as evidenced by written response to be solicited in the notice) shall be binding on the Membership provided a quorum of the Membership submits a response. The notice shall set forth a time period during which time a response must be made by a Member.

3.6 A quorum of the Membership shall consist of persons entitled to cast a majority of the votes of the entire Membership. Members may join in the action of a meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question which raises the jurisdiction of such meeting is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if the question is one upon which, by express provisions of the Act or the Covenants Declaration, requires a vote other than the majority vote of a quorum, then such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of the Membership cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the meeting being postponed, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

3.8 Minutes of all meetings shall be kept in a businesslike manner and available for inspection by the Members or their authorized representative and Directors at all reasonable times. The Association shall retain the minutes for a period of not less than seven (7) years from the date of the meeting the minutes reflect.

3.9 Voting rights of Members shall be as stated in the Covenants Declaration and the Articles. Such votes may be cast in person, by absentee ballot received by the Secretary of the Association prior to the meeting in question, or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in the Member's place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. A Proxy must be filed with the Secretary of the Association before or at the appointed time of the meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.10 At any time prior to a vote upon any matter at a meeting of the Membership, any Member may demand the use of a secret written ballot for voting on such matter. The chairman of the meeting shall call for nominations for inspectors of election to collect and tally written ballots upon the completion of balloting upon the subject matter.

Section 4. Board of Directors; Directors' Meetings

4.1 The provisions of the Articles setting forth the selection, removal, election and designation of Directors are hereby incorporated herein by reference.

4.2 Subject to the Developer's rights, as set forth in Article 4.4 (c) below, vacancies in the Board shall be filled by person(s) selected by the remaining Directors. Such person shall be a Director and have all the rights, privileges, duties and obligations as a Director elected at the Annual Members Meeting and shall serve for the term prescribed in Section 4.3 of these By-Laws.

4.3 The term of each Director's service shall extend until the next Annual Members Meeting, and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided herein and in the Act.

4.4 (a) A Director elected by the "Purchaser Members", as that term is defined in the Articles and as provided in the Articles, may be removed from office upon the affirmative vote or other agreement in writing of a majority of the the Purchaser Members at a special meeting of the Purchaser Members for any reason deemed by the Purchaser Members to be in the best interests of the Association. A meeting of Purchaser Members to so remove a Director elected by them shall be held, subject to the provisions of Section 3.4 hereof, upon the written request of ten (10%) per cent of the Purchaser Members. However, before any Director is removed from office, he shall be notified in writing, at least two (2) days prior to the meeting at which the motion will be made that a motion to remove him will be made, and such Director shall be given an opportunity to be heard at such meeting, should he be present, prior to the vote on his removal.

(b) The remaining Directors are empowered to fill any vacancies on the Board. If the former Director represented a particular condominium, then the replacement Director must likewise be a unit owner in said condominium.

(c) A Director designated by the Developer, as provided in the Articles, may be removed only by the Developer in its sole discretion and without any need for a meeting or vote. The Developer shall have the unqualified right to name a successor for any Directors designated and thereafter removed by it or for any vacancy on the Board as to a Director designated by it, and shall notify the Board of the name of the successor Director and of the commencement date for the term of such successor Director.

4.5 The organizational meeting of a newly elected Board shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the Annual Members Meeting at which they were elected. No further notice of the organizational meeting shall be necessary, providing that a quorum shall be present at such organizational meeting.

4.6 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or in his absence, by a Vice President of the Association. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors. Board meetings may be held by conference telephone.

4.7 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day specified for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Association's Property at least forty-eight (48) hours in advance for the attention of Members. Any Directors may waive notice of the meeting before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.8 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as specifically otherwise provided in the Covenants Declaration, Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting being held because of an adjournment, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the meeting being postponed, the notice provisions for the adjournment shall, subject to the Act, be as determined by the Board.

4.9 The presiding officer at Board meetings shall be the President. In the absence of the President, the Directors present shall designate any one of their number to preside.

4.10 No Director shall be entitled to any fee for serving in such capacity.

4.11 Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by Members or their authorized representatives and Directors at reasonable times.

4.12 The Board shall have the power to appoint Executive Committees of the Board consisting of not less than three (3) Directors. Executive Committees shall have and exercise such powers of the Board during the period of time between regular meetings of the Board and such other powers of the Board as may be delegated to such Executive Committees by the Board.

4.13 Meetings of the Board shall be open to all Members; however, unless a Member serves as a Director or unless he has been specifically invited by the Directors to participate in the meeting, the Member shall not be entitled to participate in the meeting, but shall only be entitled to act as an observer. In the event that a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting, conducts himself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he is a Member, unless said person was specifically invited by the Directors to participate in the meeting.

Section 5. Powers and Duties of the Board of Directors

All of the powers and duties of the Association, shall be exercised by the Board, or by such Committees to which the Board may delegate such authority. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Act, and the Articles and the By-Laws and shall include but not be limited to all powers and duties set forth therein, and in particular, includes the following:

5.1 Making and collecting Assessments against Members to defray the costs of Common Expenses. These Assessments shall be collected by the Association through payments made directly to it by the Members as set forth in the Declaration.

5.2 Using the proceeds of Assessments in the exercise of the powers and duties of the Association and the Board.

5.3 Maintaining, repairing and operating the Recreation Areas.

5.4 Reconstructing improvements after casualties and losses and making further authorized improvements on the Recreation Areas.

5.5 Making, amending, and enforcing rules and regulations with respect to the use and appearance of the Recreation Areas and condominium properties.

5.6 Enforcing by legal means the provisions of the Covenants Declaration, the Articles and the By-Laws of this Association.

5.7 Entering into and terminating management agreements and contracts for the maintenance and care of the Recreation Areas including the power to delegate to third parties pursuant to such contracts all powers and duties of the Association with respect to the provision of care and maintenance of such property except where approval of the Membership is specifically required by the Covenants Declaration or Articles.

5.8 Paying taxes and Assessments which are or may become liens against the Recreation Areas including any Apartment owned by the Association.

5.9 Purchasing and carrying insurance for the protection of Apartment Owners and the Association against casualty and liability for the Recreation Areas.

5.10 Paying costs of all power, water, sewer and other utilities services rendered to the Recreation Areas.

5.11 Hiring and retaining such employees and professionals as are necessary to administer and carry out the services required for the proper administration and purposes of this Association and paying all salaries therefor.

Section 6. Officers of the Association

6.1 Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer, a Secretary and, if the Board so determines, Assistant Secretaries and Assistant Treasurers, all of whom shall be elected annually by the Board. Any officer may be removed without cause from the office by the vote of the Directors at any meeting of the Board. The Board shall, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 The President shall be the chief executive officer of the Association. He shall be a Director. He shall have all of the powers and duties which are usually vested in the office of President including, but not limited to, the power to appoint committees from among the Members at such times as he may, in his discretion, determine appropriate to assist in conducting of the affairs of the Association. He shall preside at all meetings of the Board and the Membership.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First", "Second", etc. and shall exercise the powers and perform the duties of the Presidency in such order.

6.4 The Secretary shall cause to be kept the minutes of all meetings of the Board and the membership, which minutes shall be kept in a businesslike manner and shall be available for inspection by members or their authorized representatives and Directors at all reasonable times. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. Assistant Secretaries, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary.

6.5 The Treasurer shall have custody of all the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members, keep the books of the Association in accordance with good accounting practices and shall perform all of the duties incident to the office of Treasurer. Assistant Treasurers, if any, shall assist the Treasurer.

6.6 There shall be no compensation of officers for serving in such capacity. These provisions shall not preclude the Board from employing an officer or Director as an employee of the Association or preclude the contracting with an officer or Director for the management of Concord Village or any portion thereof.

Section 7. Accounting Records/ Fiscal Management

7.1 The Association shall maintain accounting records according to good accounting practices which shall be open for inspection by Members or their authorized representatives and Directors at reasonable times. Authorization of a representative of a Member must be in writing, signed by the Member giving the authorization and dated within sixty (60) days of the date of the inspection. Written summaries of the accounting records shall be supplied at least annually to the Members or their authorized representatives. Such records shall include (a) a record of all receipts and expenditures; (b) an account for each Apartment which shall designate the name and address of the Apartment Owner, the amount of each Assessment charged to the Apartment, the amounts and due dates for each Assessment, the amounts paid upon the account and the balance due; and (c) an account for each Concord Village Condominium indicating the Recreation Area Expenses allocated to each condominium under the budget and the Common Expenses actually incurred during the course of the fiscal year.

7.2 (a) The Board shall adopt a budget for the expenses of the Association for each forthcoming fiscal year at a special meeting of the Board ("Budget Meeting") called for that purpose during the first two (2) weeks of November of every calendar year. Prior to the Budget Meeting, a proposed budget shall be prepared and forwarded to the Members in accordance with the Act. Said budget shall include, but not be limited to, the following terms, if applicable.

- (i) Administration
- (ii) Insurance
- (iii) Utilities
- (iv) Services
- (v) Supplies and Materials
- (vi) Legal, Accounting and Other Professional Fees
- (vii) Expenses of a special non-recurring nature.
- (viii) Maintenance
- (ix) Reserves
- (x) Personal and Real Property Taxes
- (xi) Contracts
- (xii) Federal and State Payroll Taxes
- (xiii) Workman's Compensation Insurance
- (xiv) Miscellaneous

Copies of the proposed budget prepared prior to the Budget Meeting and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's last known address as reflected on the books and records of the Association, at least thirty (30) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Membership.

(b) The Board may include, in any such proposed budget, a sum of money as an Assessment for the making of betterments to the Recreation Areas or for the establishment of reserves for repair or replacement of the Recreation Areas either quarterly or from time to time as the Board shall determine the same to be necessary. This sum of money so fixed may then be levied upon the Members by the Board as a special Assessment and shall be considered an "Excluded Expense" under Section 7.3 hereof.

(c) In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any income received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a prorata basis any expenses which are prepaid in any one calendar year for expenses which cover more than a calendar year; (iv) Assessments shall be made not less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all unpaid operating expenses previously incurred; (v) Recreation Area Expenses incurred in a calendar year shall be charged against income for the same calendar year, regardless of when the bill for such expenses is received. Notwithstanding the foregoing, Assessments shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses and anticipated cash needs in any calendar year. The Association shall maintain accounting records for the Association according to good accounting practices.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

(e) A financial statement of the accounts of the Association shall be made annually by an auditor, accountant, or Certified Public Accountant and a copy of such financial statement shall be furnished to each Member no later than the first day of March of the year following the year for which the financial statement is made. The financial statement shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his last known address shown on the Books and records of the Association.

Anticipation of Revenue

7.3 No Board shall be required to anticipate revenue from assessments or expend funds to pay for expenses not included in the budget or which shall exceed budgeted items, and no Board shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater expenses than income from Assessments, then such deficits shall be carried into the next succeeding year's budget as a deficiency or shall be the subject of a special Assessment to be levied by the Board.

7.4 Allocation of Expenses and Determination of Annual Assessment.

(a) The budget constitutes an estimate of the expenses of the Association. The Board shall allocate a portion of the budget to each Apartment Owner equal to the percentage share in expenses assigned to such Apartment, which shall constitute the Annual Assessment for such Apartment.

7.5 Manner of Collecting Share of Expenses

The Association shall collect Annual and special Assessments from Apartment Owners in the manner set forth in the Covenants Declaration.

Section 8. Rules and Regulations

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operation and use of the Condominium Property; provided such rules and regulations are not inconsistent with the Covenants Declaration. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed to all Apartment Owners at the last known address as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules

Robert's Rules of Order (the then latest edition thereof) shall govern the conduct of meetings of this Association when not in conflict with the Articles, these By-Laws, the Declaration or the Act. In the event of such conflict, the provisions of such condominium documents and the Act shall govern.

Section 10. Amendments of the By-Laws

10.1 These By-Laws may be amended by the affirmative vote of not less than a majority of the Members at a regular or special meeting of the Membership and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. A copy of the proposed amendment shall be sent to each Member along with notice of the meeting. An amendment may be proposed and approved at the same meeting of the Board and/or Membership at which such amendment is proposed.

10.2 An amendment may be proposed by either the Board or by the Membership, and after being proposed and approved by one (1) of such bodies, it must be approved by the other as above set forth in order to become enacted as an amendment.

10.3 No modification or amendment to these By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage held by any "Approved Mortgagee", as defined in the Covenants Declaration, or the rights of the Developer without the consent of any such affected party.

10.4 Amendment to these By-Laws shall be made in accordance with these By-Laws and the requirements of the Act in effect at the time of amendment.

THE FOREGOING ARE THE BY-LAWS OF CONCORD VILLAGE RECREATION ASSOCIATION, INC.

CONCORD VILLAGE RECREATION
ASSOCIATION, INC.

By: _____

Attest: _____

EXHIBIT 15

This Indenture,

Made this day of , A. D. 19 , **Between** UNIVERSITY HOUSING CORPORATION, a Florida Corporation,

part Y of the first part, and

(Purchaser's Name)

of the County of , in the State of , whose post office address is

part of the second part.

Witnesseth, That the said part y of the first part, for and in consideration of the sum of TEN DOLLARS and other valuable consideration to it in hand paid by the said part of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said part of the second part, heirs and assigns forever, the following described land, situate, and being in the County of Broward State of Florida , to wit:

Condominium Unit of CONCORD VILLAGE CONDOMINIUM I, according to the Declaration of Condominium thereof, recorded in Official Records Book , at Page , of the Public Records of Broward County, Florida;

SUBJECT TO: a) Taxes for the year 19 and thereafter.

b) The above described Declaration of Condominium.

c) That certain Declaration of Protective Covenants and Restrictions for Concord Village, recorded in Official Records Book at Page , of the Public Records of Broward County, Florida.

d) The Articles of Incorporation, By-laws and Rules and Regulations of Concord Village Condominium Association, Inc.

e) Zoning regulations and ordinances of the City of Tamarac and restrictions, covenants, easements, and limitations of record.

f) Mortgage in favor of (If applicable)

And the said part y of the first part do es hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of: UNIVERSITY HOUSING CORPORATION
a Florida Corporation

by Vice-President

L.S.

L.S.

STATE OF FLORIDA,
COUNTY OF Broward

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared , as Vice-President of University Housing Corporation, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this day of A. D. 19

My Commission expires:

Notary Public State of Florida

This Instrument prepared by:
Address

EXHIBIT 16

UNIT NUMBERS

1st Floor	2nd Floor	3rd Floor
102	202	302
104	204	304
106	206	306
107	207	307
108	208	308
109	209	309
110	210	310
112	212	312
114	214	314
116	216	316
118	218	318
120	220	320
122	222	322
123	223	323
124	224	324
125	225	325

TOTAL*
SQUARE FEET

TYPE

BED
ROOMSBATH
ROOMS

1216

D

2

2

1197

E

2

2

1216

D

2

2

1216

D

2

2

1010

C

2

2

1197

E

2

2

1197

E

2

2

947

B

1

1 1/2

1197

E

2

2

1197

E

2

2

947

B

1

1 1/2

1197

E

2

2

1010

C

2

2

1197

E

2

2

1216

D

2

2

1216

D

2

2

EXHIBIT 17

CONCORD VILLAGE RECREATION ASSOCIATION, INC.

RULES AND REGULATIONS

- 001 1. Vestibules, halls, stairways, elevators and other
002 condominium areas and facilities of a similar nature must
003 remain unobstructed. They shall be used only for normal
004 transit.
005
- 005 2. Lobbies, vestibules, hallways, stairways, elevators
006 and other condominium areas and facilities of a similar
007 nature shall not be used for storage or placement of any
008 furniture, packages or objects of any kind, other than those
009 authorized by the Association.
010
- 010 3. Children shall not permitted to loiter or play in
011 the lobbies, vestibules, hallways, stairways, elevators
012 or other areas and facilities of a similar nature,
013
- 013 4. Hanging, cleaning, or beating garments, rugs or the
014 like from or on the windows, balconies, terraces, or facades
015 of the building, or in lobbies, vestibules, hallways, stair-
016 ways or other condominium areas of a similar nature is
017 prohibited.
018
- 018 5. Throwing or leaving garbage or trash outside disposal
019 installations provided for such purposes is prohibited.
020
- 020 6. All damage to common elements caused by the moving or
021 carrying of articles therein shall be the responsibility of
022 and shall be paid for by the person for whose benefit said
023 articles are being transported.
024
- 024 7. No owner, occupant, or licensee shall post his name
025 or any other notice in any lobby, vestibule, hallway, stair-
026 way or other condominium area, except in places provided
027 therefor.
028
- 028 8. Units shall be occupied and used by their respective
029 owners only as private dwellings for such owners, their
030 families, tenants, and social guests, and for no other
031 purpose whatsoever.
032
- 032 9. There shall be no renting or leasing to families
033 with children under the age of 16 years.
034
- 034 10. There shall be no renting or leasing of any unit
035 more than twice a year, nor shall there be any subleasing.
036
- 036 11. Any application for approval by the Association
037 of a lease, sale or other transfer of title shall be ac-
038 companied by a non-refundable fee of \$50.00, which shall
039 cover the expenses of any investigation of the application.
040
- 040 12. Units may be rented only in their entirety, and
041 no unit may be rented for hotel or transient purposes.
042
- 042 13. Residents shall exercise extreme care about making
043 noises or playing music which may disturb other residents.
044 No residents shall play or allow to be played any musical
045 instrument, radio, television, phonograph or the like between
046 the hours of 11.00 P.M. and the following 8:00 A.M., if the
047 same will disturb or annoy any other residents.
048
048

048 14. No pets shall be permitted, except that those
049 unit owners who purchased their units directly from
050 University Housing Corporation and owned a pet at the
051 time of executing their agreement to purchase, shall be
052 permitted to keep that same pet, provided: a) The pet
053 is expressly described in the agreement to purchase;
054 b) The pet weighs less than 14 pounds; c) The pet may
055 not be replaced; and d) Such pet does not disturb or
056 annoy other residents. The said unit owners keeping
057 pets shall abide by all governmental sanitary regu-
058 lations, shall keep such pets leashed at all times and
059 shall be responsible for any inconvenience or damage
060 caused by such pets. Guests of unit owners and lessees
061 are not permitted to keep any pets. It is the policy of
062 the Condominium Association to curb the keeping of pets
063 and, therefore, no one may be permitted to bring any new
064 pets within the condominium properties.
065
066 15. Owners shall not take or cause to be taken within
067 their units any action which would jeopardize the soundness
068 or safety of any part of the condominium property, or
069 impair any easement or right appurtenant thereto or affect
070 the common elements, without the unanimous consent of all
071 unit owners who might be affected thereby.
072
073 16. Owners shall not permit anything to be done or kept
074 in their units that would increase the rate of fire insurance
075 thereon or on the condominium as a whole.
076
077 17. No owner, lessee, or licensee shall install wiring
078 for any electrical or telephone installation, or any tele-
079 vision antenna, machine, air conditioning unit or the like
080 on the exterior of the building, or which protrudes through
081 the walls or the roof of the building, except as authorized
082 by the Board of Directors of the Association.
083
084 * 18. No draperies, shades, awnings or the like shall be
085 used on the exterior of any balcony or terrace. No sheets,
086 blankets, aluminium foil, advertising materials or the like
087 are allowed to be used as window coverings or displayed in
088 the windows, and no signs of any kind shall be placed in or
089 on windows, doors, balconies, terraces, facades or other
090 exterior surfaces of the building.
091
092 19. Water shall not be kept running for an unreasonable
093 or unnecessary length of time.
094
095 20. Within his own unit, each unit owner shall promptly
096 perform all maintenance and repair work that, if omitted,
097 would affect any common elements, any portion of the
098 property belonging to other owners, or the condominium as
099 a whole. Each unit owner shall be responsible for all
100 damages and liabilities that any failure to maintain or
101 repair may engender.
102
103 21. No offensive or unlawful use shall be made of con-
104 dominium property or any part thereof, and each unit owner
105 shall, at his own expense, comply with all city, state and
106 federal laws, statutes, ordinances, regulations, orders, or
107 requirements affecting his unit.
108
109 22. Unit owners and their families, guests, tenants
110 and employees will abide by the following parking and
111 traffic regulations:
112
113
114

104 (a) Horns are to be used only when necessary
105 for the safe operation of vehicles.
106

106 (b) Owners shall not park, nor shall they permit
107 their families, guests or tenants to park in the parking
108 spaces of other owners, or in such manner as to prevent
109 ready access to the parking spaces of other owners.
110 Improperly parked vehicles may be subject to removal at
111 their owners' expense.
112

112 (c) Owners, their families, guests, tenants and
113 employees shall abide by such traffic and parking regu-
114 lations as may be posted at the parking areas and on the
115 driveways of the condominium.
116

116 23. All posted rules in laundry rooms must be observed.
117

117 24. When using washer or dryer, please wipe tops of
118 machines and clean filters of washers and dryers.
119

119 25. Close door of laundry room and turn off lights
120 when leaving.
121

121 26. All garbage, trash and all other items must be
122 enclosed in plastic bags and sealed with a tie prior to
123 placing in chute.
124

124 27. Under no circumstances are newspapers, cartons,
125 bottles or bags of garbage to be left in laundry rooms or
126 trash chute rooms. In the event the garbage chutes are
127 filled, the garbage must be taken to the garbage bins.
128

128 28. No wet or bare feet or spiked shoes are allowed
129 in lobby, hallways, stairways or elevators.
130

130 29. No names are to be posted on mail receptacles,
131 except in slot for that purpose.
132

132 30. No bicycles, scooters, baby carriages, toys or
133 other articles are allowed to stand in any of the common
134 areas.
135

135 31. No running, jumping or creating any disturbance in
136 foyer, catwalks or other common elements.
137

137 32. No towels, bathing apparel, linens, etc. are to be
138 dried or hung on balcony or balcony railings.
139

139 33. No electrical, gas operated or charcoal barbecues
140 allowed on balconies or terraces.
141

141 34. No soliciting by residents or non-residents allowed.
142 Please advise all tradesmen of this rule.
143

143 35. No boat, trailer, truck, camper, mobile home, motor
144 home or commercial vehicles shall remain on condominium
145 property more than 24 hours, except that the Board of
146 Directors may grant, by written permission, an exemption
147 to a unit owner under certain circumstances where a vehicle
148 must be used by the unit owner in his or her gainful employ-
149 ment.
150

150 36. Rules not superseded by these rules shall remain in
151 effect.
152
152

152 37. There shall be no sunbathing, playing of games,
153 or leaving of chairs or other articles unattended on the
154 common areas, except near the pool area where it is im-
155 possible, due to congestion at the pool, to do otherwise.

156 THESE RULES ARE ENFORCEABLE LEGALLY BY THE ASSOCIATION.

156 Swimming Pool Rules and Regulations:

157 1. Use of pool shall be permitted between sunrise and
158 sundown and at such other times as determined and posted
159 by the Board.

160 2. Showers must be taken before entering the pool.

161 3. No person having any disease of the eyes, ears, nose,
162 throat or skin, or any communicable disease shall be per-
163 mitted in the pool.

164 4. No life preservers (except for emergency use), rafts,
165 toys or other objects shall be permitted in the pool.

166 5. No running, pushing, shouting, or unnecessary
167 splashing shall be permitted in the pool area.

168 6. No glass container of any kind shall be permitted
169 in the pool area.

170 7. No furniture provided for the pool area may be
171 removed therefrom.

172 8. No occupant of the condominium under the age of
173 16 years shall be permitted to entertain guests at the
174 pool or pool area, unless accompanied and supervised by
175 parent or guardian, who is an occupant of the condominium.

176 9. The pool and pool area are for the exclusive use of
177 occupants and their guests, and occupants shall in all cases
178 be responsible for the conduct of their guests.

179 10. All persons using the pool and pool area shall
180 comply with the requests of the attendants respecting matters
181 of personal conduct in and about the pool and pool areas.

182 11. All owners and guests must observe posted rules at
183 pool side.

184 12. Persons using suntan lotion must protect lounges by
185 covering with towel.

186 13. No lounges or chairs are to be reserved, or towels
187 and articles to be left at pool area unattended.

188 14. Infants in diapers or non-toilet trained children
189 NOT allowed in pool.

190 15. Sole responsibility for safety and conduct of children
191 using pool or pool area lies with parent or guardian.

192 16. After use of pool, please empty ashtrays and replace
193 chairs and lounges in tidy manner.

194 17. Pool area closed after 11:00 P.M.

195
195