

DECLARATION OF CONDOMINIUM

OF

FOREST PARK SOUTH I, A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made by M.A.P. FOREST PARK SOUTH I, INC., a Florida corporation, hereinafter referred to as "DEVELOPER", for itself, its successors, grantees and assigns.

WHEREIN, the DEVELOPER makes the following declarations:

1. Purposes: The purpose of this DECLARATION is to submit the land and improvements described to the CONDOMINIUM FORM OF OWNERSHIP and use pursuant to Chapter 718 of the Florida Statutes, herein referred to as the "CONDOMINIUM ACT". Except where permissive variances therefrom appear in this DECLARATION, the annexed ARTICLES and/or BYLAWS of the ASSOCIATION, or in lawful amendments to these instruments, the provisions of the CONDOMINIUM ACT are incorporated herein by reference. This DECLARATION, the ARTICLES and the BYLAWS of the ASSOCIATION, as lawfully amended from time to time, and the CONDOMINIUM ACT as same exists as of the execution of this DECLARATION, shall govern this CONDOMINIUM and the rights, duties and responsibilities of UNIT OWNERS therein.

1.1 Name. The name by which this CONDOMINIUM is to be identified is FOREST PARK SOUTH I, A CONDOMINIUM.

1.2 Submission to CONDOMINIUM FORM OF OWNERSHIP. By this DECLARATION, the fee simple title to the property described upon Exhibit "A" attached hereto and made a part hereof, is hereby submitted to the CONDOMINIUM FORM OF OWNERSHIP.

1.3 Effect of DECLARATION. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all UNIT OWNERS as hereinafter defined, and in consideration of receiving and by acceptance of grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons agree to be bound by the provisions hereof, and the ARTICLES and BYLAWS. Both the burdens imposed and the benefits derived shall run with each UNIT as herein defined.

2. Definitions: The terms used in this DECLARATION and all exhibits attached hereto, and in the ARTICLES and BYLAWS, shall have the meanings stated in the CONDOMINIUM ACT and as follows, unless the context otherwise requires.

2.1 ARTICLES means the Articles of Incorporation of the ASSOCIATION, as same may be amended from time to time.

2.2 ASSESSMENT means a share of the funds required for payment of COMMON EXPENSES which from time to time is assessed against a UNIT OWNER, and all other sums which may be assessed against a UNIT OWNER or which may be required to be paid by any UNIT OWNER to the ASSOCIATION pursuant to this DECLARATION, the ARTICLES or the BYLAWS.

2.3 ASSOCIATION means FOREST PARK SOUTH I CONDOMINIUM ASSOCIATION OF CORAL SPRINGS, INC., a Florida corporation not-for-profit, which is the corporate entity responsible for the operation of the CONDOMINIUM.

2.4 BOARD means the Board of Directors of the ASSOCIATION.

2.5 BUILDINGS means and includes any building contained within the CONDOMINIUM from time to time as herein provided.

2.6 BYLAWS means the bylaws of the ASSOCIATION, as same may be

amended from time to time.

2.7 COMMON ELEMENTS means the portions of the CONDOMINIUM PROPERTY not included in the UNITS, and all other property declared as COMMON ELEMENTS herein and in the CONDOMINIUM ACT.

2.8 COMMON EXPENSES means all expenses properly incurred by the ASSOCIATION for the CONDOMINIUM which shall include, but not be limited to, the following:

2.8.1 Expenses of administration and management of the CONDOMINIUM PROPERTY and of the ASSOCIATION.

2.8.2 Expenses of maintenance, operation, repaid or replacement of COMMON ELEMENTS.

2.8.3 Expenses declared COMMON EXPENSES by the provisions of this DECLARATION, the ARTICLES and/or the BYLAWS.

2.8.4 Any valid charge against the CONDOMINIUM as a whole.

2.8.5 Any expense of or charges to the ASSOCIATION as provided for in this DECLARATION, the ARTICLES and/or the BYLAWS.

2.8.6 Expenses of maintenance, operation, repair or replacement of any recreational facilities within the COMMON ELEMENTS or owned by the ASSOCIATION, which may exist from time to time, and the lands underlying the facilities.

2.9 COMMON SURPLUS means the excess of all receipts of the ASSOCIATION including, but not limited to, ASSESSMENTS, rents, profits and revenues on account of the COMMON ELEMENTS, over the amount of the COMMON EXPENSES.

2.10 CONDOMINIUM means FOREST PARK SOUTH I, A CONDOMINIUM, which is formed pursuant to this DECLARATION.

2.11 CONDOMINIUM ACT means the Florida Condominium Act, as it exists on the date of execution of this DECLARATION, as contained in Chapter 718 of the Florida Statutes.

2.12 CONDOMINIUM FORM OF OWNERSHIP means that the form of ownership or real property created pursuant to the CONDOMINIUM ACT and which is comprised of UNITS that may owned by one (1) or more persons, and there is, appurtenant to each UNIT, an undivided share in the COMMON ELEMENTS.

2.13 CONDOMINIUM PARCEL means a UNIT together with undivided share in the COMMON ELEMENTS which is appurtenant to the UNIT.

2.14 CONDOMINIUM PROPERTY means the lands that are subjected to the CONDOMINIUM FORM OF OWNERSHIP by this DECLARATION or by any amendment hereto, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the CONDOMINIUM.

2.15 DECLARATION or DECLARATION of CONDOMINIUM means this instrument as it may be amended from time to time.

2.16 DEVELOPER means and refers to M.A.P. FOREST PARK SOUTH I, INC., a Florida corporation, its successors, grantees, assigns, nominees, and designees. In the event any mortgagee of the DEVELOPER obtains title to all or any portion of the CONDOMINIUM PROPERTY by foreclosure, or deed in lieu thereof such mortgagee shall become the DEVELOPER only if it so elects, by written notice to the BOARD, but in any event such mortgagee may assign its rights as DEVELOPER to any third party who acquires title to all or a portion of the CONDOMINIUM PROPERTY from the mortgagee. In any event, such mortgagee, and its assigns, shall not be liable for any defaults or

obligations incurred by any prior DEVELOPER, except as same are expressly assumed by the mortgagee. The term "DEVELOPER" shall not include any person or entity acquiring title only to one or more UNITS for which a certificate of occupancy has been issued by the controlling governmental authority, unless DEVELOPER specifically assigns its rights as developer to such person or entity.

2.17 ELIGIBLE MORTGAGEE means an INSTITUTIONAL MORTGAGEE which holds a first mortgage encumbering a CONDOMINIUM PARCEL, who has requested notice of certain matters from the ASSOCIATION in accordance with Paragraph 23.1 of this DECLARATION. ELIGIBLE INSURER or GUARANTOR means any company or entity insuring or guaranteeing a first mortgage encumbering a CONDOMINIUM PARCEL, which has requested notice of certain matters from the ASSOCIATION in accordance with Paragraph 23.1 of this DECLARATION, and which would be an INSTITUTIONAL MORTGAGEE if it was the holder of such mortgage.

2.18 INSTITUTIONAL MORTGAGEE or INSTITUTIONAL LENDER means any company or entity holding a first mortgage encumbering a CONDOMINIUM PARCEL, which in the ordinary course of business makes, purchases, guarantees, or insures residential mortgage loans, and which company or entity is not owned or controlled by the UNIT OWNER of the CONDOMINIUM PARCEL encumbered. An INSTITUTIONAL LENDER may include a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension or profit sharing plan, mortgage company, an agency of the United States or any other governmental authority or any other similar type of lender generally recognized as a institutional-type lender. For definitional purposes only, an INSTITUTIONAL MORTGAGEE shall also mean the holder of any mortgage executed by or in favor of the DEVELOPER, whether or not such holder would otherwise be considered an INSTITUTIONAL MORTGAGEE.

2.19 LIMITED COMMON ELEMENTS means those COMMON ELEMENTS which are reserved for the use of a certain UNIT or UNITS to the exclusion of other UNITS, if any.

2.20 UNIT or DWELLING UNIT means a part of the CONDOMINIUM PROPERTY which is subject to exclusive ownership. The term DWELLING shall be synonymous, and may be used interchangeably, with UNIT.

2.21 UNIT OWNER means the owner(s) of a CONDOMINIUM PARCEL.

3. Development Plans. The CONDOMINIUM PROPERTY will consist of the land and improvements described and depicted in Exhibits "A" and "B" attached hereto. The CONDOMINIUM PROPERTY will consist of 2 BUILDINGS containing 22 UNITS.

#### 4. CONDOMINIUM Improvements and UNITS.

4.1 Plot Plan and Survey. A survey of the property comprising the CONDOMINIUM, a graphic description of the improvements, and a plot plan thereof, as well as the floor plans of the UNITS within the CONDOMINIUM, are all attached hereto as Exhibit "B". This exhibit, together with this DECLARATION, is an accurate representation of the location and dimensions of the improvements constituting the CONDOMINIUM and are in sufficient detail so that the identification, location, and dimensions of the COMMON ELEMENTS and of each UNIT can be determined.

4.2 UNIT Identification. The legal description of each UNIT shall consist of the number of the UNIT (said number being the street address of the UNIT as provided by the United States Postal Service), as shown upon Exhibit "B". Every deed, lease, mortgage or other instrument may legally describe a UNIT and/or CONDOMINIUM PARCEL by its identifying UNIT designation as provided, and each and every description shall be deemed good and sufficient for all purposes.

4.3 UNIT Boundaries. Each UNIT shall include that part of the BUILDING containing the UNIT that lies within the boundaries of the UNIT,

which boundaries are as follows:

4.3.1 Upper and Lower Boundaries. The upper and lower boundaries of each UNIT shall be the following boundaries extended to an intersection with the perimetrical boundaries.

4.3.1.1 Upper Boundary. The horizontal plane of the undecorated finished ceiling. In a UNIT containing a room in which the ceiling is raised above the level of the ceiling in the rest of the UNIT, the ceiling shall include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the UNIT, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that join the planes of the undecorated finished horizontal portions of the ceiling.

4.3.1.2 Lower Boundary. The horizontal plane of the undecorated finished floor. In a UNIT containing a room in which the floor is raised above the level of the floor in the rest of the UNIT, the floor shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the UNIT, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.

4.3.2 Perimetrical Boundaries. The perimetrical boundaries of the UNIT shall be the vertical planes of the unfinished interior surfaces of the building walls bounding the UNIT, the vertical planes of finished exterior surfaces of screened or glass walls bounding the UNIT, and imaginary vertical planes along the lower boundaries as of the UNIT where there is no wall, extended to their planar intersections with each other and with upper and lower boundaries.

4.3.3 Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, skylights and conversation pits, such boundary including all frameworks thereof. Exterior surfaces made of glass, screening, or other transparent material, and all framing and casing therefore, shall be included in the boundaries of the UNIT.

4.3.4 Boundaries - Further Defined. The boundaries of the UNIT shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each UNIT and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for utility services to other UNITS and/or for COMMON ELEMENTS. No part of the interior non-boundary walls within a UNIT shall be considered a boundary of the UNIT.

4.3.5 Exceptions. In cases not specifically covered above, and/or in the case of any conflict or ambiguity, the survey of the UNITS set forth in Exhibit "B" hereto shall control in determining the boundaries of a UNIT, except the provisions of Section 4.3.1 and 4.3.2 above shall control unless specifically reflected on such survey. Furthermore, in the case of any conflict between the language of this DECLARATION describing the boundaries of any UNIT, and any language contained on the survey attached as Exhibit "B" describing the boundaries of any UNIT, the language of this DECLARATION shall control.

4.4 LIMITED COMMON ELEMENTS. The areas depicted as "LIMITED COMMON ELEMENTS" on Exhibit "B" of this DECLARATION, if any, shall be limited common elements of the UNIT designated, for the exclusive use and enjoyment of the UNIT OWNER and residents of the UNIT designated and their guests and invitees.

#### 4.5 AUTOMOBILE PARKING SPACES.

4.5.1 The COMMON ELEMENTS include parking areas for automobiles of the UNIT OWNERS and residents of the CONDOMINIUM, their guests and invitees. The ASSOCIATION may designate one (1) space as an assigned parking space for the exclusive use of the UNIT OWNER or any resident of each UNIT, and their guests and invitees, shall park in a parking space designated for another UNIT. All other parking spaces will be for the general use of the UNIT OWNERS and residents of the CONDOMINIUM, and their guests and invitees. The ASSOCIATION shall have the right to redesignate the designated parking space for each UNIT from time to time upon written notice to the affected UNIT OWNERS.

4.5.2 Any transfer of title of a UNIT, including a transfer by operation of law, shall operate to transfer the exclusive use of the UNIT'S then assigned parking space. In addition, a UNIT OWNER shall not sell, reassign or otherwise transfer his right to use his then assigned parking space without the express prior written consent of the BOARD.

5. Easements and Restrictions. Each of the following easements and restrictions is a covenant running with the land of the CONDOMINIUM and, notwithstanding any of the other provisions of this DECLARATION, may not be substantially amended or revoked in such a way as to reasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the CONDOMINIUM.

5.1 Utilities. Easements as may be required for utility services in order to adequately serve the CONDOMINIUM or any UNIT or COMMON ELEMENT, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities. However, easements through a UNIT shall be only according to the plans and specifications for the building containing the UNIT or as the building is actually constructed, or reconstructed, unless approved in writing by the UNIT OWNER of the UNIT. A UNIT OWNER shall do nothing within or outside his UNIT that interferes with or impairs the utility services using these easements. The BOARD or its designee shall have a right of access to each UNIT to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and COMMON ELEMENTS contained in the UNIT or elsewhere in the CONDOMINIUM PROPERTY and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the UNIT OWNER'S permitted use of the UNIT, and except in the event of an emergency, entry into any UNIT shall be made on reasonable notice to the UNIT OWNER.

5.2 Support. Every portion of a UNIT contributing to the support of a BUILDING or an adjacent UNIT shall be burdened with an easement of support for the benefit of all other UNITS and COMMON ELEMENTS in the BUILDING.

5.3 Perpetual non-exclusive easement in COMMON ELEMENTS. The COMMON ELEMENTS shall be and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the UNIT OWNERS and residents of the CONDOMINIUM, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

5.4 Air Space. Each UNIT shall have an exclusive easement for the use of the air space occupied by the UNIT as it exists at any particular time and as the UNIT may lawfully be altered.

5.5. Encroachments. If any portion of the COMMON ELEMENTS encroaches upon any UNIT; if any UNIT encroaches upon any other UNIT or upon any portion of the COMMON ELEMENTS; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the COMMON ELEMENTS or LIMITED COMMON ELEMENTS made by or with the consent of the ASSOCIATION; (iv) any repair or

restoration of any improvements (or any portion thereof) or any UNIT after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any UNIT or the COMMON ELEMENTS; or (v) any non-purposeful or non-negligent act of a UNIT OWNER except as may be authorized by the BOARD, then, in any such event, a valid easement shall exist for such encroachment and for maintenance of the same so long as the improvements shall stand.

5.6 Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the UNITS and the CONDOMINIUM PROPERTY.

5.7 Easements and Restrictions of Record. The creation of this CONDOMINIUM is subject to restrictions, reservations and easements which have been placed of record prior to the formation and filing hereof.

5.8 Easements for Pedestrian and vehicular traffic.

5.8.1 Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks, as the same may from time to time exist upon the COMMON ELEMENTS and be intended for such purposes; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the COMMON ELEMENTS as may from time to time be paved and intended for such purposes, same being for the use and benefit of the UNIT OWNERS and the residents of the CONDOMINIUM, and their guests and invitees.

5.8.2 In addition to the foregoing, the DEVELOPER for itself, its successors and assigns, including, without limitation, any person residing within the property described on Exhibit "A", their guests and invitees, expressly reserves an easement for ingress and egress over and across all roads existing from time to time within the property described on Exhibit "A", whether said roads are ultimately within or outside of the CONDOMINIUM.

5.9 Additional Easements. DEVELOPER (so long as it owns any UNITS) and the ASSOCIATION, on their behalf and on behalf of all UNIT OWNERS, each shall have the right to (i) grant and declare additional easements over, upon, under, and/or across the COMMON ELEMENTS in favor of the UNIT OWNERS and residents of the CONDOMINIUM and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the CONDOMINIUM in favor of the ASSOCIATION and/or the UNIT OWNERS and residents of the CONDOMINIUM and their guests and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the DEVELOPER or the ASSOCIATION may deem desirable for the proper operation and maintenance of the CONDOMINIUM, or any portion thereof, or for the health, safety or welfare of the UNIT OWNERS, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of UNITS for dwelling purposes, no joinder of any UNIT OWNER or any mortgagee of any UNIT shall be required or, if same would unreasonably and adversely interfere with the use of UNIT for dwelling purposes, only the joinder to the UNIT OWNERS and ELIGIBLE MORTGAGEES of UNITS so affected shall be required. To the extent required, all UNIT OWNERS hereby irrevocably appoint DEVELOPER and/or the ASSOCIATION as their attorney-in-fact for the foregoing purposes.

6. Ownership.

6.1 Type of Ownership. Ownership of each CONDOMINIUM PARCEL may be in fee simple or in any other estate in real property recognized by the law, subject, however, to this DECLARATION and restrictions, reservations, easements and limitations of record.

6.2 UNIT OWNER'S Rights. Each UNIT OWNER is entitled to the exclusive possession of his UNIT. He shall be entitled to use the COMMON

ELEMENTS in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other UNIT OWNERS. There shall be a joint use of the COMMON ELEMENTS and a joint and mutual easement for that purpose is hereby created.

7. Restraint Upon Separation and Partition of COMMON ELEMENTS. The fee title of each CONDOMINIUM PARCEL shall include both the UNIT and an undivided interest in the COMMON ELEMENTS, said undivided interest in the COMMON ELEMENTS to be deemed to be conveyed or encumbered with its respective UNIT, even though the description in the deed or instrument of conveyance may refer only to the fee title to the UNIT. Any attempt to separate and/or action to partition the fee title to a UNIT from the undivided interest in the COMMON ELEMENTS appurtenant to each UNIT shall be null and void.

8. Percentage of Ownership of COMMON ELEMENTS. Each of the UNIT OWNERS of the CONDOMINIUM shall own an undivided share in the COMMON ELEMENTS as an appurtenance to the UNIT OWNER'S UNIT, which undivided share shall be equal to 1/22.

9. COMMON EXPENSE and COMMON SURPLUS.

9.1 Each UNIT OWNER will be responsible for a portion of the COMMON EXPENSES, equal to the undivided share in the COMMON ELEMENTS appurtenant to the UNIT OWNER'S UNIT as determined above. In the event the ASSOCIATION operates more than one (1) condominium, the COMMON EXPENSES of this CONDOMINIUM shall include all expenses specifically relating to this CONDOMINIUM, as well as this CONDOMINIUM'S share of all mutual expenses relating to this and other condominiums operated by the ASSOCIATION, as determined by the BOARD.

9.2 ANY COMMON SURPLUS of the ASSOCIATION shall be owned by each UNIT OWNER in the same proportion as his liability for COMMON EXPENSES. In the event the ASSOCIATION operates more than one condominium, then the UNIT OWNERS in this CONDOMINIUM shall only have an interest in the COMMON SURPLUS of the ASSOCIATION attributable to this CONDOMINIUM.

10. Maintenance of CONDOMINIUM PROPERTY. The responsibility for the maintenance of the CONDOMINIUM PROPERTY, shall be as follows:

10.1 By the ASSOCIATION. The ASSOCIATION shall operate, maintain, repair and replace, at the ASSOCIATION'S expense:

10.1.1 All COMMON ELEMENTS and LIMITED COMMON ELEMENTS, except for portions to be maintained by the UNIT OWNERS as hereinafter provided.

10.1.2 All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portion of a UNIT contributing to the support of the BUILDING or to another UNIT, or within interior boundary walls, and all such facilities contained within a UNIT which service part or parts of the CONDOMINIUM other than the UNIT within which such facilities are contained.

10.1.3 All property owned by the ASSOCIATION.

All incidental damage caused to a UNIT by such work shall be promptly repaired at the expense of the ASSOCIATION.

10.2 By the UNIT OWNER. Each UNIT OWNER shall operate, maintain, repair and replace, at the UNIT OWNER'S EXPENSE:

10.2.1 All portions of the UNIT except the portions to be maintained, repaired and replaced by the ASSOCIATION. Included within the responsibility of the UNIT OWNER shall be windows, screens, sliding glass doors, and doors on the exterior of his UNIT, and framing for same. Also included within the responsibility for the UNIT OWNERS shall be the maintenance and painting of exterior building walls within a UNIT OWNER'S

screened or enclosed porch, patio or balcony, which shall be painted the same color as the outside exterior building walls, as well as the maintenance of any screening and related framing, and floor coverings within such porch, patio or balcony. All such maintenance, repairs and replacements shall be done without disturbing the rights of other UNIT OWNERS.

10.2.2. The air conditioning and heating systems serving the UNIT OWNER'S UNIT, whether inside or outside of his UNIT.

10.2.3. Within the UNIT OWNER'S UNIT, all cabinets, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers, dryers, disposals, compactors, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the UNIT, as well as all personal property of the UNIT OWNER.

All property to be maintained, repaired and/or replaced by a UNIT OWNER shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the CONDOMINIUM, so as to preserve a well kept appearance throughout the CONDOMINIUM, and no such maintenance, repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the CONDOMINIUM from its original appearance or condition without the prior written consent of the ASSOCIATION. All property to be maintained, repaired and/or replaced by a UNIT OWNER which is inside of the UNIT OWNER'S UNIT and which does not affect the exterior appearance of the CONDOMINIUM shall be maintained at all times in a condition which does not and will not adversely affect any other UNIT OWNER, or any other portion of the CONDOMINIUM property.

10.3 No UNIT OWNER shall operate, maintain, repair or replace any portion of the CONDOMINIUM property to be operated, maintained, repaired and/or replaced by the ASSOCIATION without first obtaining written approval from the ASSOCIATION. Each UNIT OWNER shall promptly report to the ASSOCIATION any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the ASSOCIATION.

10.4 Whenever it is necessary to enter any UNIT for the purpose of performing any maintenance, repair or replacement of any COMMON ELEMENTS or any other UNIT, or for making emergency repairs necessary to prevent damage to any COMMON ELEMENTS or to any other UNIT, the owner of the UNIT shall permit the ASSOCIATION, the other UNIT OWNERS, or persons authorized by them, to enter the UNIT for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency no advance notice will be required. To facilitate entry in the event of any emergency, the owner of each UNIT, if required by the ASSOCIATION, shall deposit a key to such UNIT with the ASSOCIATION.

#### 11. Additions, Alterations or Improvements.

11.1 By the ASSOCIATION. The ASSOCIATION shall have the right to make such additions, alterations or improvements to the COMMON ELEMENTS as it deems necessary or desirable from time to time, provided, however, that if the cost of any additions, alterations or improvements shall in any calendar year exceed in the aggregate the sum of Two Hundred (\$200) Dollars (which sum shall be increased in direct proportion to any increase in the Consumer Price Index subsequent to the date of the recording of this DECLARATION, as published by the Bureau of Labor Statistics of the U.S. Department of Labor, using the U.S. city average, all items (1967 = 100), or any similar index if the foregoing Index is discontinued) multiplied by the number of UNITS in the CONDOMINIUM as of the time such additions, alterations or improvements are to be made, then such additions, alterations or improvements shall not be performed without the approval of a majority of the UNIT OWNERS. The foregoing approval shall in no event apply with respect to expenses incurred in connection with the maintenance,



repair or replacement of existing COMMON ELEMENTS. The cost and expense of any such additions, alterations, or improvements to the COMMON ELEMENTS shall constitute a part of the COMMON EXPENSES and shall be assessed to the UNIT OWNERS as COMMON EXPENSES.

11.2 By UNIT OWNERS. No UNIT OWNER shall make any structural addition, alteration or improvement in or to his UNIT without the prior written consent of the ASSOCIATION. No UNIT OWNER shall permanently enclose any porch, patio or balcony which is a LIMITED COMMON ELEMENT of his UNIT. No UNIT OWNER shall make any addition, alteration or improvement in or to the exterior of the BUILDING containing the UNIT, or any LIMITED COMMON ELEMENT of the UNIT, or any COMMON ELEMENT, without the prior written consent of the ASSOCIATION, including, but not limited to: Electric or other fixtures; awnings, porches, patios, terraces, balconies, or courts, or any enclosure of same; fountains, swimming pools, whirlpools, hot tubs, or other similar improvements; or any landscaping. Any request by a UNIT OWNER for consent by the ASSOCIATION to any addition, alteration or improvement, shall be in writing and shall be accompanied by plans and specifications or other details as the ASSOCIATION may deem reasonably necessary in connection with its determination as to whether or not it will approve any such addition, alteration or improvement, but the ASSOCIATION'S approval as to same may be granted or withheld in the ASSOCIATION'S sole discretion, and in any event shall not be granted if same would detrimentally affect the architectural design of the CONDOMINIUM property, but shall not be withheld in a discriminatory manner. All additions, alterations or improvements made by a UNIT OWNER shall be made in compliance with all laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the ASSOCIATION with respect to design, structural integrity, aesthetic appeal, construction details, or otherwise. A UNIT OWNER making or causing to be made any additions, alterations or improvements agrees, and shall be deemed to have agreed, for such UNIT OWNER, and the UNIT OWNER'S heirs, personal representatives, successors, and assigns, as appropriate, to hold the ASSOCIATION and all other UNIT OWNERS harmless from any liability or damage to the CONDOMINIUM PROPERTY and expenses arising therefrom. Each UNIT OWNER shall be solely responsible for and shall maintain all exterior additions, alterations or improvements in a first class condition and in good working order as originally approved by the ASSOCIATION.

11.3 By the DEVELOPER. The foregoing restrictions shall not apply to DEVELOPER-owned UNITS. DEVELOPER shall have the right, without the consent or approval of the ASSOCIATION or any other UNIT OWNER, to (i) make alterations, additions or improvements, in, to, and upon UNITS owned by the DEVELOPER, or any LIMITED COMMON ELEMENTS of such UNITS or any COMMON ELEMENTS, whether structural or nonstructural, interior or exterior, ordinary or extraordinary (including, without limitation, the removal of walls, floors, ceilings and other structural portions of any improvements); and (ii) change the layout or number of rooms in any DEVELOPER-owned UNITS; provided, however, the DEVELOPER shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in connection with the foregoing. In making the above alterations, additions and improvements DEVELOPER may relocate and alter COMMON ELEMENTS adjacent to or affected by same, provided that such relocation or alteration does not materially and adversely affect the market value (in DEVELOPER'S sole but reasonable opinion) or ordinary use of UNITS owned by UNIT OWNERS other than DEVELOPER. In the event DEVELOPER makes any alterations, additions or improvements as authorized above, then DEVELOPER shall have the right to amend this DECLARATION to reflect the same. Such amendment need be signed and acknowledged only by DEVELOPER and shall not require the approval or joinder of the ASSOCIATION, other UNIT OWNERS or mortgagees of UNITS, whether or not such approvals are elsewhere required for an amendment to this DECLARATION. The provisions of this paragraph may not be added to, amended or deleted without the prior written consent of DEVELOPER.

12. Determination of COMMON EXPENSES and Fixing of ASSESSMENTS Therefor. The BOARD shall from time to time, and at least annually, prepare

and adopt a budget for the CONDOMINIUM, determine the amount of ASSESSMENTS for COMMON EXPENSES payable by the UNIT OWNERS to meet the COMMON EXPENSES of the CONDOMINIUM, and allocate and assess such expenses among the UNIT OWNERS in accordance with the provisions of this DECLARATION and the BYLAWS. The ASSOCIATION shall notify all UNIT OWNERS, in writing, of the amount and due dates of the ASSESSMENTS for COMMON EXPENSES payable by each of them, which due dates shall not be less than ten (10) days from the date of such notification. In the event any ASSESSMENTS for COMMON EXPENSES are made in equal periodic payments as provided in the notice from the ASSOCIATION, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the apymnt of a specified amount, or (ii) the ASSOCIATION notifies the UNIT OWNER in writing of a change in the amount and/or frequency of the periodic payments. If requested in writing, copies of all notices of ASSESSMENTS for COMMON EXPENSES shall be given to any INSTITUTIONAL MORTGAGEE. the COMMON EXPENSES shall include the expenses of and reserves for (if desired by the BOARD or required by law) the operation, maintenance, repair and replacement of the COMMON ELEMENTS, costs of carrying out the powers and duties of the ASSOCIATION, and any other expenses designated as COMMON EXPENSES by the CONDOMINIUM ACT, this DECLARATION, the ARTICLES or BYLAWS, applicable Rules and Regulations, or by the ASSOCIATION. Working capital contributions made to the ASSOCIATION upon the sale of UNITS by the DEVELOPER may be used to reimburse the DEVELOPER for start-up expenses of the ASSOCIATION, or otherwise as the ASSOCIATION shall determine from time to time and need not be restricted or accumulated. Any budget adopted by the BOARD shall be subject to change to cover actual expenses at any time, in conformance with applicable provisions of the BYLAWS. In the event the expenditure of funds by the ASSOCIATION is required that cannot be made from the regular ASSESSMENTS for COMMON EXPENSES, the ASSOCIATION may make special ASSESSMENTS for COMMON EXPENSES, which shall be levied in the same manner as hereinbefore provided for regular ASSESSMENTS for COMMON EXPENSES and shall be payable in the manner determined by the BOARD as stated in the notice of any special ASSESSMENT for COMMON EXPENSES. ASSESSMENTS for COMMON EXPENSES will commence upon the conveyance of the first UNIT by the DEVELOPER, and prior to such commencement date the DEVELOPER will be responsible for all COMMON EXPENSES of the CONDOMINIUM.

### 13. Monetary Defaults and Collection of ASSESSMENTS.

13.1 Liability for ASSESSMENTS. A UNIT OWNER, regardless of how title is acquired, including without limitation a purchaser at a judicial sale, shall be liable for all ASSESSMENTS coming due while he is the UNIT OWNER, and except as hereinafter provided shall be liable for all unpaid ASSESSMENTS owned by the prior UNIT OWNER of the UNIT OWNER'S UNIT, without prejudice to any right the UNIT OWNER may have to recover from the prior UNIT OWNER any ASSESSMENTS paid by the UNIT OWNER. The ASSESSMENTS shall include regular and special ASSESSMENTS for COMMON EXPENSES, and other ASSESSMENTS which may be payable to the ASSOCIATION by a UNIT OWNER pursuant to the CONDOMINIUM ACT, this DECLARATION, the ARTICLES, or the BYLAWS.

13.2 Non-Waiver. The liability for ASSESSMENTS may not be avoided by waiver of the use or enjoyment of any COMMON ELEMENTS or by abandonment of the UNIT for which the ASSESSMENTS are made.

13.3 Interest. ASSESSMENTS and installments on ASSESSMENTS not paid within ten (10) days after the date when they are due shall bear interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular ASSESSMENTS, then the ASSESSMENTS shall be due ten (10) days after written demand by the ASSOCIATION.

13.4 Acceleration of ASSESSMENTS. If any member or any UNIT OWNER is in default in the payment of any ASSESSMENT owed to the

ASSOCIATION for more than thirty (30) days after written demand by the ASSOCIATION, the ASSOCIATION upon written notice to the defaulting member or UNIT OWNER shall have the right to accelerate and require such defaulting UNIT OWNER or member to pay to the ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting UNIT OWNER or member shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or for all other ASSESSMENTS payable to the ASSOCIATION.

13.5 Lien for ASSESSMENTS. The ASSOCIATION has a lien on each CONDOMINIUM PARCEL for any unpaid ASSESSMENTS with interest, and for reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION'S lien. The lien is effective from and after recording a claim of lien in the public records of the county in which the CONDOMINIUM PARCEL is located, stating the description of the CONDOMINIUM PARCEL, the name of the record UNIT OWNER, the amount due, and the due dates. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien includes only ASSESSMENTS which are due when the claim is recorded, together with all other sums specified herein. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

13.6 Collection and Foreclosure. The ASSOCIATION may bring an action in its name to foreclose a lien for ASSESSMENTS in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid ASSESSMENTS without waiving any claim of lien, and the applicable UNIT OWNER shall be liable to the ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with the collection of any unpaid ASSESSMENTS and the filing, enforcement, and/or foreclosure of the ASSOCIATION'S lien, including reasonable attorneys' fees, and all sums paid by the ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the ASSOCIATION'S lien. However, no foreclosure judgment may be entered until at least thirty (30) days after the ASSOCIATION gives written notice to the UNIT OWNER of its intention to foreclose its lien to collect the unpaid ASSESSMENTS, and other sums secured by the claim of lien. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid ASSESSMENTS, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the ASSOCIATION shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the UNIT OWNER or by certified mail, return receipt requested, addressed to the UNIT OWNER. If, after diligent search and inquiry, the ASSOCIATION cannot find the UNIT OWNER or a mailing address at which the UNIT OWNER will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the UNIT OWNER records a notice of contest of lien as provided by the CONDOMINIUM ACT. The BOARD is authorized to settle and compromise the ASSOCIATION'S lien if the BOARD deems a settlement or compromise to be in the best interest of the ASSOCIATION.

13.7 Rental and Receiver. If a UNIT OWNER remains in possession of his UNIT and the claim of lien of the ASSOCIATION against his UNIT is foreclosed, the court, in its discretion, may require the UNIT OWNER to pay a reasonable rental for the UNIT, and the ASSOCIATION is entitled to the appointment of a receiver to collect the rent.

13.8 Liability of Mortgagee, Lien or Judicial Sale Purchaser for ASSESSMENT. Where any person obtains title to a CONDOMINIUM PARCEL pursuant to the foreclosure of a first mortgage of record of an

INSTITUTIONAL LENDER, or where an INSTITUTIONAL LENDER accepts a deed to a CONDOMINIUM PARCEL in lieu of foreclosure of the first mortgage of record of such lender, such acquirer of title, its successors and assigns, shall not be liable for the share of COMMON EXPENSES or ASSESSMENTS by the ASSOCIATION, or for any other monies owed to the ASSOCIATION including, but not limited to, interest, late charges, fines or fees, pertaining to the CONDOMINIUM PARCEL or chargeable to the former UNIT OWNER of the CONDOMINIUM PARCEL which became due prior to acquisition of title as a result of the foreclosed or underlying mortgage. The unpaid share of COMMON EXPENSES or ASSESSMENTS are COMMON EXPENSES collectable from all of the UNIT OWNERS, including such acquirer and his successors and assigns. The new owner, from and after the time of acquiring such title shall be liable for payment of all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be assessed to the CONDOMINIUM PARCEL. Any person who acquires an interest in a CONDOMINIUM PARCEL, except through foreclosure of a first mortgage of record of an INSTITUTIONAL LENDER, or deed in lieu thereof, including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall not be entitled to occupancy of the UNIT or enjoyment of the COMMON ELEMENTS, or of the recreational facilities as same may exist from time to time, until such time as all unpaid ASSESSMENTS and other monies due and owing by the former UNIT OWNER to the ASSOCIATION have been paid in full.

13.9 Assignment of Claim and Lien Rights. The ASSOCIATION, acting through its BOARD, shall have the right to assign its claim and lien rights for the recovery of any unpaid ASSESSMENTS and any other monies owed to the ASSOCIATION, to the DEVELOPER or to any UNIT OWNER or group of UNIT OWNERS or to any third party.

13.10 Unpaid ASSESSMENTS - Certificate. Any UNIT OWNER shall have the right to require from the ASSOCIATION a certificate showing the amount of unpaid ASSESSMENTS against him with respect to his CONDOMINIUM PARCEL. The holder of a mortgage or other lien of record shall have the same right as to any CONDOMINIUM PARCEL upon which he has a lien. Any person other than the UNIT OWNER who relies upon such certificate shall be protected thereby.

13.11 Application of Payments. Any payments made to the ASSOCIATION by any UNIT OWNER shall first be applied towards any sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances which may have been advanced by the ASSOCIATION in order to preserve and protect its lien; next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental to the collection of ASSESSMENTS and other monies owed to the ASSOCIATION by the UNIT OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or other monies due to the ASSOCIATION, as provided herein; and next towards any unpaid ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS were due.

14. ASSOCIATION. In order to provide for the administration of this CONDOMINIUM, the ASSOCIATION has been organized as a not-for-profit corporation under the Laws of the State of Florida, and the ASSOCIATION shall administer the operation and management of the CONDOMINIUM and undertake and perform all acts and duties incidental thereto in accordance with the terms, provisions and conditions of this DECLARATION, the ARTICLES, the BYLAWS, and the rules and regulations promulgated by the ASSOCIATION from time to time.

14.1 ARTICLES. A copy of the ARTICLES is attached as Exhibit "C". No amendment of the ARTICLES shall be deemed an amendment to this DECLARATION and this DECLARATION shall not prohibit or restrict amendments to the ARTICLES, except as specifically provided herein.

14.2 BYLAWS. A copy of the BYLAWS is attached as Exhibit "D". No amendment of the BYLAWS shall be deemed an amendment to this DECLARATION and this DECLARATION shall not prohibit or restrict amendments to the

BYLAWS, except as specifically provided herein.

14.3 Limitation Upon Liability of ASSOCIATION. Notwithstanding the duty of the ASSOCIATION to maintain and repair portions of the CONDOMINIUM PROPERTY, the ASSOCIATION shall not be liable to UNIT OWNERS for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the ASSOCIATION or caused by the elements or other owners or persons.

14.4 Restraint Upon Assignment of Shares in Assets. The share of a member in the funds and assets of the ASSOCIATION cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his UNIT.

14.5 Approval or Disapproval of Matters. Whenever the decision of the UNIT OWNERS is required upon any matter, whether or not the subject of an ASSOCIATION meeting, such decision shall be expressed in accordance with the ARTICLES and the BYLAWS.

14.6 Acts of ASSOCIATION. Unless the approval or action of the UNIT OWNERS, and/or a certain specific percentage of the BOARD, is specifically required in this DECLARATION, the ARTICLES or BYLAWS, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the ASSOCIATION shall be given or taken by the BOARD, without the consent of the UNIT OWNERS, and the BOARD may so approve and act through the proper officers of the ASSOCIATION without a specific resolution. When an approval or action of the ASSOCIATION is permitted to be given or taken, such action or approval may be conditioned in any manner the ASSOCIATION deems appropriate or the ASSOCIATION may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

14.7 MANAGEMENT COMPANY. The ASSOCIATION shall have the right to contract for the management and maintenance of the CONDOMINIUM PROPERTY, and to authorize a management agent or company to assist the ASSOCIATION in carrying out its powers and duties as set forth herein. Any management agent or company may be the DEVELOPER or an affiliate of the DEVELOPER. However, the ASSOCIATION and its officers shall retain at all times the powers and duties granted to it by this DECLARATION, the ARTICLES, BYLAWS and the CONDOMINIUM ACT.

14.8 Membership. The record owner(s) of all UNITS in the CONDOMINIUM shall be members of the ASSOCIATION. Membership as to each UNIT shall be established, and transferred, as provided by the ARTICLES and the BYLAWS.

14.9 Voting. On all matters as to which the members of the ASSOCIATION shall be entitled to vote, there shall be only one vote for each UNIT.

15. Insurance. The insurance other than title insurance which shall be carried upon the CONDOMINIUM PROPERTY and the property of the UNIT OWNERS shall be governed by the following provisions:

15.1 Purchase, Custody and Payment of Policies.

15.1.1 Purchase. All insurance policies covering the CONDOMINIUM PROPERTY shall be purchased by the ASSOCIATION and shall be issued by an insurance company authorized to do business in Florida which has an office or agent located in the vicinity of the CONDOMINIUM.

15.1.2 Approval by ELIGIBLE MORTGAGEES. Each ELIGIBLE MORTGAGEE will have the right upon reasonable notice to the ASSOCIATION to review and approve, which approval shall not be unreasonably withheld, the form, content, insurer, limits, and coverage of all insurance purchased by the ASSOCIATION, and to require the ASSOCIATION to purchase insurance complying with the reasonable and customary requirements of the ELIGIBLE MORTGAGEE. In the event of a conflict between ELIGIBLE MORTGAGEES, the decision of the ELIGIBLE MORTGAGEE holding mortgages encumbering UNITS which secure the largest aggregate indebtedness shall control.

15.1.3 Named Insured. The named insured on all policies purchased by the ASSOCIATION shall be the ASSOCIATION, individually and as agent for UNIT OWNERS covered by the policy, without naming them, and as agent for their mortgagees, without naming them.

15.1.4 Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer on account of casualty to any portion of the CONDOMINIUM PROPERTY shall be paid to the Insurance Trustee, and all policies and endorsements for casualty losses shall be deposited with the Insurance Trustee.

15.1.5 Copies to UNIT OWNERS or MORTGAGEES. One copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the ASSOCIATION to each UNIT OWNER or INSTITUTIONAL MORTGAGEE included in the mortgagee roster who holds a mortgage upon a UNIT covered by the policy, and in writing request the ASSOCIATION to provide it with such policies.

15.1.6 Personal Property and Liability. UNIT OWNERS may obtain insurance at their own expense and at their own discretion for their personal property, personal liability, living expenses, flood damage, and for improvements made to their UNIT.

15.2. Coverage.

15.2.1 Casualty. ALL BUILDINGS and improvements upon the CONDOMINIUM PROPERTY and all personal property of the ASSOCIATION included in the CONDOMINIUM PROPERTY are to be insured in an amount equal to one hundred (100%) percent of the then current replacement cost, excluding foundation, excavating costs, and other items normally excluded from coverage, as determined annually by the ASSOCIATION. Prior to obtaining any casualty insurance or any renewal thereof, the ASSOCIATION shall obtain an appraisal from a fire insurance company or otherwise of the full replacement cost of the BUILDINGS and improvements upon the CONDOMINIUM PROPERTY and all personal property of the ASSOCIATION, without deduction for depreciation, for the purposes of determining the amount of casualty insurance to be effected pursuant to this Paragraph. Such coverage shall afford protection against:

15.2.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

15.2.1.2 Such other risks as from time to time shall be customarily insured against with respect to buildings and improvements similar in construction, location and use, including but not limited to vandalism and malicious mischief, and all other risks normally covered by a

standard "All Risk" endorsement, where available.

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15.2.1.3 The hazard insurance policy shall cover, among other things, all of the UNITS within the CONDOMINIUM including, but not limited to, loadbearing partition walls, doors, stairways, kitchen cabinets and fixtures, built-in kitchen appliances, electrical fixtures, and bathroom cabinets and fixtures, all as originally supplied by DEVELOPER or having a value not in excess of that originally supplied by DEVELOPER. The hazard insurance policy shall not include any improvements made in any UNIT having a value in excess of that originally supplied by the DEVELOPER, or any furniture, furnishings, or other personal property installed or brought into a UNIT, from time to time, by the UNIT OWNERS or residents of a UNIT, or their guests or invitees.

15.2.2 Liability. Comprehensive general public liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the CONDOMINIUM PROPERTY or adjoining driveways and walkways, or any work, matters or things related to the CONDOMINIUM PROPERTY or this DECLARATION and its exhibits, with such coverage as shall be required by the ASSOCIATION, but with a combined single limit liability of not less than \$1,000,000.00 for bodily injury, death or property damage, arising out of a single occurrence and with cross liability endorsement to cover liabilities of the UNIT OWNERS as a group to a UNIT OWNER.

15.2.3 Workmen's Compensation as shall be required to meet the requirements of the law.

15.2.4 Fidelity Bonds. The ASSOCIATION shall obtain blanket fidelity bonds for all officers, directors, trustees and employees of the ASSOCIATION and all other persons handling or responsible for funds of or administered by the ASSOCIATION. Furthermore, where the ASSOCIATION has delegated some or all of the responsibility for the handling of funds to a management company, such bonds shall be required for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the ASSOCIATION. The total amount of fidelity bond coverage required shall in no event be less than (i) a sum equal to three (3) months' aggregate assessments on all UNITS plus reserve funds held by the ASSOCIATION, or (ii) the minimum amount required by the CONDOMINIUM ACT, whichever is greater.

15.2.5 Flood Insurance and Such Other Insurance. As the ASSOCIATION shall determine from time to time to be desirable or as may reasonably be required by an ELIGIBLE MORTGAGEE pursuant to Paragraph 5.1.2., and as is customarily obtained with respect to condominiums similar in construction, location, and use to this CONDOMINIUM, such as, where applicable, host liquor liability, contractual and all-written contract insurance, employers' liability insurance, and comprehensive automobile liability insurance.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the ASSOCIATION and against the UNIT OWNERS individually and as a group, (ii) any pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of one or more Directors of the ASSOCIATION or by one or more UNIT OWNERS; and shall provide that such policies may not be cancelled or substantially modified (except for increases in coverage for limits of liability) without at least ten (10) days' prior written notice to the ASSOCIATION and to the holder of a first mortgage encumbering any UNIT in the CONDOMINIUM which is listed as a scheduled holder of a first mortgage in the insurance policy.

15.3 Premiums. Premiums for insurance policies purchased by the ASSOCIATION shall be paid by the ASSOCIATION as a COMMON EXPENSE, except that any increase in any insurance premium occasioned by misuse, occupancy or abandonment of a UNIT or its appurtenances or of the COMMON ELEMENTS by

a particular UNIT OWNER, or by a resident of any UNIT, or by a member of their families or their guests or invitees, shall be assessed against and paid by the UNIT OWNER.

15.4 Insurance Trustee. All casualty insurance policies purchased by the ASSOCIATION shall provide that all proceeds covering casualty losses shall be paid to any national bank or trust company in the vicinity of the CONDOMINIUM with trust powers as may be designated by the ASSOCIATION, as Trustee, which Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for payment of premiums or for the renewal or sufficiency of the policies or for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the UNIT OWNERS and their respective mortgagees in the following shares, which shares need not be set forth in the records of the Insurance Trustee.

15.4.1 COMMON ELEMENTS. Proceeds on account of damage to COMMON ELEMENTS shall be held in as many undivided shares as there are UNITS, the share of each UNIT OWNER being the same as his share in the COMMON ELEMENTS, as same are hereinabove stated.

15.4.2 UNITS. Proceeds on account of damage to UNITS shall be held in the following undivided shares:

15.4.2.1 When the UNITS are to be repaired and restored, for the owners of damaged UNITS in proportion to the cost of repairing the damage suffered by each UNIT OWNER.

15.4.2.2 When the UNITS are not to be repaired and restored as elsewhere provided, for the owners of all UNITS in the CONDOMINIUM, each owner's share being in proportion to his share in the COMMON ELEMENTS appurtenant to his UNIT.

15.4.2.3 Mortgagee. In the event a mortgagee endorsement has been issued as to a UNIT, the share of the UNIT OWNER shall be held in trust for the mortgagee and the UNIT OWNER as their interests may appear. However, no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the UNIT OWNER and mortgagee pursuant to the provisions of this DECLARATION.

15.5 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to, or for the benefit of, the beneficial owners in the following manner:

15.5.1 Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

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

15.5.3 Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged building and/or UNIT for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to UNIT OWNERS and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a UNIT and may be enforced by such mortgagee.



15.5.4 Certificate. In making distribution to UNIT OWNERS and their mortgagees, the Insurance Trustee may rely upon a certificate of the ASSOCIATION executed by the President and Secretary as to the names of the UNIT OWNERS and mortgagees together with their respective shares of the distribution.

15.5.5 Limitation on Use of Proceeds. In no event may any hazard insurance proceeds for losses to any CONDOMINIUM PROPERTY (whether to UNITS or to COMMON ELEMENTS) be used for other than expenses of the Insurance Trustee or for the repair, replacement or reconstruction of such CONDOMINIUM PROPERTY, without the approval of at least sixty-six and two-thirds (66-2/3%) percent of the votes of the UNIT OWNERS.

15.6 ASSOCIATION as Agent. The ASSOCIATION is hereby irrevocably appointed agent for each UNIT OWNER and for the holder of a mortgage or other lien upon a UNIT and for each owner of any other interest in the CONDOMINIUM PROPERTY to adjust all claims arising under insurance policies purchased by the ASSOCIATION and to execute and deliver releases upon the payment of claims.

15.7 Notice of Possible Inadequate Insurance Coverage. In any legal action in which the ASSOCIATION may be exposed to liability in excess of insurance coverage protecting it and the UNIT OWNERS, the ASSOCIATION shall give notice of any excess exposure within a reasonable time to all UNIT OWNERS who may be exposed to the liability and they shall have the right to intervene and defend.

15.8 Inspection of Insurance Policies. A copy of each insurance policy purchased by the ASSOCIATION shall be made available for inspection by any OWNER or INSTITUTIONAL MORTGAGEE at reasonable times.

16. Reconstruction or Repair -- After Casualty.

16.1 Determination to Reconstruct or Repair. If any part of the CONDOMINIUM PROPERTY is damaged or destroyed by casualty, whether or not the damage will be repaired shall be determined in the following manner:

16.1.1 COMMON ELEMENTS. If the damaged improvement is a COMMON ELEMENTS, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the CONDOMINIUM shall be terminated.

16.1.2 BUILDINGS Containing UNITS. In the event of damage to or destruction of any BUILDING(S) containing UNITS as a result of fire or other casualty, except as hereinafter provided, the ASSOCIATION shall arrange for the prompt repair and restoration of the BUILDING(S) (including any damaged UNITS contained therein, and the bathroom and kitchen fixtures equivalent in value to that initially installed by the DEVELOPER, but not including improvements having a value in excess of that originally installed by the DEVELOPER, or furniture, furnishings, or other personal property supplied by any UNIT OWNER or tenant of a UNIT OWNER) and the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments, notwithstanding the foregoing, if fifty (50%) percent or more of the UNITS within the CONDOMINIUM are very substantially damaged or destroyed, then within sixty (60) days after such damage or destruction a special meeting of the members of the ASSOCIATION shall be called to determine whether the damage or destruction will be repaired and restored, or whether the CONDOMINIUM will be terminated as elsewhere provided. The damage or destruction shall be repaired and restored unless it is determined at said meeting that the CONDOMINIUM will be terminated, and in the event the CONDOMINIUM is to be terminated, the CONDOMINIUM PROPERTY will not be repaired or restored and the net proceeds of insurance resulting from such damage or destruction shall be divided among all the UNIT OWNERS in proportion to their respective interests in the COMMON ELEMENTS provided, however, that no payment shall be made to a UNIT OWNER

until there has first been paid off out of his share of such funds all liens on his UNIT in the order of priority of such liens. The Insurance Trustee may rely upon a certificate of the ASSOCIATION made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

16.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached hereto as exhibits, or if not, then according to plans and specifications approved by the BOARD and the members of the ASSOCIATION that are UNIT OWNERS of UNITS within this CONDOMINIUM, and ELIGIBLE MORTGAGEES holding mortgages on UNITS which have at least fifty-one (51%) percent of the votes of UNITS subject to mortgages of ELIGIBLE MORTGAGEES, and if the damaged property is one or more BUILDINGS containing UNITS, by the UNIT OWNERS of all UNITS (and their respective ELIGIBLE MORTGAGEES) the plans for which are to be altered, which approval shall not be unreasonably withheld.

16.3 Responsibility. If the damage is only to those parts of a UNIT for which the responsibility of maintenance and repair is that of the UNIT OWNER, the UNIT OWNER shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the ASSOCIATION.

16.4 Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the ASSOCIATION has the responsibility of reconstruction and repair, the ASSOCIATION shall obtain reliable and detailed estimates of the cost to rebuild or repair from one or more reliable licensed contractors, and shall submit copies of all acceptable estimates to the Insurance Trustee.

16.5 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the ASSOCIATION, or if at any time during or after the reconstruction and repair the funds for the payment of the costs thereof are insufficient, ASSESSMENTS shall be made against the UNIT OWNERS, in sufficient amounts to provide funds to pay such costs. Such ASSESSMENTS against UNIT OWNERS for damage to UNITS shall be in proportion to the cost of reconstruction and repair of their respective UNITS. Such ASSESSMENTS on account of damage to COMMON ELEMENTS shall be in proportion to the UNIT OWNER'S share in the COMMON ELEMENTS.

16.6 Deductible Provision. The funds necessary to cover any deductible amount under an insurance policy against which a claim is made shall be a COMMON EXPENSE.

16.7 Construction Funds. The funds for payment for costs of reconstruction and repair after casualty which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the ASSOCIATION from ASSESSMENTS against UNIT OWNERS shall be disbursed in payment of such costs in the following manner:

16.7.1 ASSOCIATION. If the total ASSESSMENTS made by the ASSOCIATION in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the ASSOCIATION is more than Twenty-five Thousand (\$25,000.00) Dollars, then the sums paid upon such ASSESSMENT shall be deposited by the ASSOCIATION with the Insurance Trustee. In all other cases, the ASSOCIATION shall hold the sums paid upon such ASSESSMENTS and disburse the same in payment of the costs of reconstruction and repair.

16.7.2 Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the ASSOCIATION from collection of ASSESSMENTS against UNIT OWNERS on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

16.7.2.1 ASSOCIATION - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the ASSOCIATION is less than Twenty-five Thousand (\$25,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon the order of the ASSOCIATION; provided, however, that upon request to the Insurance Trustee by an INSTITUTIONAL MORTGAGEE which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

16.7.2.2 ASSOCIATION - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the ASSOCIATION is more than Twenty-five Thousand (\$25,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner required by the ASSOCIATION and upon approval of an architect qualified to practice in the State of Florida and employed by the ASSOCIATION to supervise the work.

16.7.2.3 UNIT OWNER. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the ASSOCIATION, such balance shall next be distributed to owners of damaged UNITS who have responsibility for reconstruction and repair of their UNITS. The distribution shall be in the shares that the estimated cost of reconstruction and repair in each damaged UNIT bears to the total of these costs in all damaged units; provided, however, that no UNIT OWNER shall be paid an amount in excess of the estimated costs of reconstruction and repair for his UNIT. If there is a mortgage upon a UNIT, the distribution shall be paid to the UNIT OWNER and the mortgagee jointly and they may use the proceeds as they may determine.

16.7.2.4 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of ASSESSMENTS paid by such owner into the construction fund shall not be made payable to any mortgagee.

16.7.2.5 Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by UNIT OWNERS upon ASSESSMENTS shall be deposited by the ASSOCIATION with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the ASSOCIATION or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the ASSESSMENT paid by UNIT OWNERS. Instead the Insurance Trustee may rely upon a certificate of the ASSOCIATION executed by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid; provided, however, that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a UNIT OWNER and further provided that when the ASSOCIATION or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the ASSOCIATION shall first be obtained by the ASSOCIATION for disbursements in payment of costs of reconstruction and repair.

## 17. Condemnation and Eminent Domain.

### 17.1 Representation by ASSOCIATION.

The ASSOCIATION shall

represent the UNIT OWNERS in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning or taking authority for acquisition of the COMMON ELEMENTS, or any part thereof, and for such purpose each UNIT OWNER appoints the ASSOCIATION as the UNIT OWNER'S attorney-in-fact.

17.2 Deposit of Awards with Insurance Trustee. The taking of any CONDOMINIUM PROPERTY by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to UNIT OWNERS, the UNIT OWNERS shall deposit the awards with the Insurance Trustee; and in the event of a failure to do so, in the discretion of the ASSOCIATION, a special ASSESSMENTS shall be made against a defaulting UNIT OWNER in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that UNIT OWNER.

17.3 Determination Whether to Continue CONDOMINIUM. Whether the CONDOMINIUM will be terminated after condemnation or eminent domain proceedings will be determined in the manner provided for termination of the CONDOMINIUM as elsewhere provided, and in the event of any condemnation or eminent domain proceedings, a meeting of the members of the ASSOCIATION shall be called to make such determination within sixty (60) days after the taking of any CONDOMINIUM PROPERTY by condemnation or eminent domain proceedings is final.

17.4 Disbursement of Funds. If the CONDOMINIUM is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special ASSESSMENTS will be deemed to be CONDOMINIUM PROPERTY and shall be owned and distributed in the manner provided for insurance proceeds if the CONDOMINIUM is terminated after a casualty. If the CONDOMINIUM is not terminated after condemnation or eminent domain proceedings, the size of the CONDOMINIUM will be reduced, the UNIT OWNERS of condemned or taken UNITS will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special ASSESSMENTS shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

17.5 UNIT Reduced but Tenantable. If the taking reduces the size of a UNIT and the remaining portion of the UNIT can be made tenantable, the award for the taking of a portion of the UNIT shall be used for the following purposes in the order stated and the following changes shall be effected in the CONDOMINIUM:

17.5.1 Restoration of UNIT. The UNIT shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the UNIT OWNER of the UNIT.

17.5.2 Distribution of Surplus. The balance of the award, if any, shall be distributed to the UNIT OWNER of the UNIT and to each mortgagee of the UNIT, the remittance being made payable jointly to the UNIT OWNER and mortgagees.

17.6 UNIT Made Untenantable. If the taking is of the entire UNIT or so reduces the size of a UNIT that it cannot be made tenantable, the award for the taking of the UNIT shall be used for the following purposes in the order stated and the following changes shall be effected in the CONDOMINIUM.

17.6.1 Payment of Award. The award shall be paid first to all INSTITUTIONAL MORTGAGEES in an amount sufficient to pay off their mortgages due from those UNITS which are not tenantable; and then jointly to the UNIT OWNERS of the UNIT immediately prior to the taking and with credit being given for any, to repairing and replacing the COMMON ELEMENTS.

17.6.2 Addition to COMMON ELEMENTS. The remaining portion of the UNIT, if any, shall become part of the COMMON ELEMENTS and shall be placed in condition for use by all of the UNIT OWNERS in the manner approved by the BOARD; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the COMMON ELEMENTS.

17.6.3 Adjustment of Shares in COMMON ELEMENTS. The shares in the COMMON ELEMENTS appurtenant to the UNITS that continue as part of the CONDOMINIUM shall be adjusted to distribute the ownership of the COMMON ELEMENTS among the reduced number of UNIT OWNERS. This shall be done by restating the shares of continuing UNIT OWNER in the COMMON ELEMENTS as elsewhere provided in this DECLARATION.

17.6.4 ASSESSMENTS. If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken UNIT to the UNIT OWNER and to condition the remaining portion of the UNIT for use as a part of the COMMON ELEMENTS, the additional funds required for those purposes shall be raised by ASSESSMENTS against all of the UNIT OWNERS who will continue as owners of UNITS after the changes in the CONDOMINIUM effected by the taking. The ASSESSMENTS shall be made in proportion to the shares of those UNIT OWNERS in the COMMON ELEMENTS after the changes effected by the taking.

17.6.5 Appraisal. If the market value of a UNIT prior to the taking cannot be determined by agreement between the UNIT OWNER and mortgagees of the UNIT and the ASSOCIATION within thirty (30) days after notice by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the UNIT OWNER and the ASSOCIATION, or if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the ASSOCIATION, one by the UNIT OWNER, and one by the two appraisers so selected. The cost of such appraisal or appraisals shall be a COMMON EXPENSE of the ASSOCIATION.

17.7 Taking of COMMON ELEMENTS. Awards for the taking of COMMON ELEMENTS shall be used to make the remaining portion of the COMMON ELEMENTS usable in the manner approved by the BOARD; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the COMMON ELEMENTS. The balance of the awards for the taking of COMMON ELEMENTS, if any, shall be distributed to the UNIT OWNERS in the shares in which they own the COMMON ELEMENTS after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a UNIT, the distribution shall be paid jointly to the owner and the mortgagee(s) of the UNIT.

17.8 Amendment of DECLARATION. The changes in UNITS, in the COMMON ELEMENTS and in the ownership of the COMMON ELEMENTS that are effected by condemnation shall be evidenced by an amendment of the DECLARATION of CONDOMINIUM that need be approved only by the BOARD.

## 18. UNITS.

18.1.1 Minors. This is a family oriented CONDOMINIUM with no restrictions on the residency of minors, except as limited by Paragraph 18.1.3.

18.1.2 Residential Use. Each of the UNITS shall be occupied and used only for residential purposes, and not for business, commercial or other purposes.

18.1.3 Maximum Number of Occupants. With the exception of temporary occupancy by visiting guests, no UNIT may be occupied by more than two (2) persons for each bedroom in the UNIT, without the prior

written consent of the ASSOCIATION. The BYLAWS or the Rules and Regulations of the ASSOCIATION may define visiting guests, and limit the number of visiting guests permitted in any UNIT at any time, and the maximum length of time a visiting guest may reside in any UNIT.

18.1.4 No Division. No UNIT may be divided or subdivided into a smaller UNIT or any portion thereof sold or otherwise transferred without first amending this DECLARATION to reflect the changes in the UNITS to be affected thereby.

18.2 Exterior Appearance. Without limiting the provisions of Paragraph 11.2 of this DECLARATION, except with the written consent of the ASSOCIATION as elsewhere provided, no UNIT OWNER shall cause or permit his terrace, balcony, garden area, or patio (except as originally constructed by DEVELOPER) to be closed, nor shall any UNIT OWNER cause or permit his terrace, balcony, garden area, or patio to be increased in size, the configuration thereof altered, or awnings installed thereon, or on the exterior of any BUILDING. Except with the written consent of the ASSOCIATION, no UNIT OWNER shall cause or permit any doors, windows, or screening on the exterior of his UNIT to be modified or removed, nor shall any UNIT OWNER in any manner change the exterior appearance of his UNIT or any BUILDING or COMMON ELEMENT, except for purposes of repair or replacement required to be made by the UNIT OWNER, and any such repair or replacement shall be in substantial conformity with that originally installed by the DEVELOPER or last approved by the ASSOCIATION. Except with written consent of the ASSOCIATION no UNIT OWNER shall install or permit to be installed in his UNIT electrical wiring, television or radio antenna, machines or air conditioning equipment, which may protrude through the roof or walls of his UNIT or the BUILDING. No UNIT OWNER shall place signs or written material on the windows of his UNIT, or on the exterior of the CONDOMINIUM PROPERTY. Except with the written consent of the ASSOCIATION, no UNIT OWNER shall install any trees, shrubbery, flowers, or other landscaping on the exterior of any CONDOMINIUM PROPERTY, and no UNIT OWNER shall remove or alter any such landscaping installed by the ASSOCIATION. UNIT OWNERS may place tasteful patio furniture, plants, and barbecue units on their terraces, balconies, garden areas, or patios, but shall keep same neat and in a slightly condition, and the ASSOCIATION shall have the right to require any UNIT OWNER to remove any personal property placed on any terrace, balcony, garden area, or patio, or otherwise on the exterior of the CONDOMINIUM PROPERTY, which the ASSOCIATION deems unsightly or potentially dangerous.

18.3 Pets. One cat or one dog not exceeding 20 pounds at maturity is permitted in any UNIT, unless the BOARD consents in writing to deviate from such weight limitation, which consent may be granted or withheld on a case-by-case basis in the BOARD'S sole discretion. In addition, fish, birds and other small animals are permitted so long as they are not kept for commercial purposes, and are exclusively and continuously confined to cages, tanks, or other similar enclosures. All other pets are prohibited. No pet is permitted which creates an unreasonable source of noise or annoyance to other residents of the CONDOMINIUM. No pet may be kept outside of any UNIT in the absence of any resident of the UNIT. The BYLAWS or the Rules and Regulations of the ASSOCIATION may further provide for reasonable rules and regulation regarding pets.

18.4 COMMON ELEMENTS. The COMMON ELEMENTS shall be used only for the purposes for which they are intended.

18.5 Nuisances. No nuisances shall be allowed upon the CONDOMINIUM PROPERTY; and no use or practice which is an unreasonable source of annoyance to residents or which shall interfere with the peaceful possession and proper use of the CONDOMINIUM PROPERTY by its residents shall be permitted. All parts of the CONDOMINIUM PROPERTY shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No UNIT OWNER shall permit any use of his UNIT or of the COMMON ELEMENTS which will increase the rate of insurance upon the CONDOMINIUM PROPERTY.

18.6 Lawful use. No immoral, improper, offensive or unlawful use shall be made of the CONDOMINIUM PROPERTY or any part thereof. All laws, zoning ordinances and regulations of all governmental bodies which require maintenance, modification or repair of the CONDOMINIUM PROPERTY shall be complied with, and the responsibility for such compliance shall be the same as the responsibility for the maintenance and repair of the property concerned.

18.7 Rules and Regulations. All UNIT OWNERS shall comply with reasonable rules and regulations concerning the use of the CONDOMINIUM PROPERTY, as may be made and amended from time to time by the ASSOCIATION in the manner provided by the ARTICLES or BYLAWS. Copies of such regulations and amendments thereto shall be furnished by the ASSOCIATION to all UNIT OWNERS and residents of the CONDOMINIUM upon request.

18.8 Proviso. Provided, however, that until the DEVELOPER has completed all of the contemplated improvements and closed the sales of all of the UNITS within this CONDOMINIUM, neither the UNIT OWNERS nor the ASSOCIATION nor the use of the CONDOMINIUM PROPERTY shall interfere with the completion of all contemplated improvements and the sale of all UNITS within the CONDOMINIUM, and the DEVELOPER may make such use of the unsold UNITS and COMMON ELEMENTS as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, the showing of the CONDOMINIUM PROPERTY and DEVELOPER-OWNED UNITS and the display of signs.

19. Conveyances, Sales, Leasing and Mortgages. In order to maintain a community of congenial and financially responsible UNIT OWNERS and to protect the value of the UNITS within the CONDOMINIUM, the sale, transfer, leasing, and encumbrance of UNITS shall be subject to the following provisions:

19.1 Notice to ASSOCIATION. If a UNIT OWNER intends to sell, transfer, lease or encumber his UNIT, or any interest therein, then prior to such sale, transfer, lease or encumbrance the UNIT OWNER shall give the ASSOCIATION written notice of such intention, together with the name and address of the intended purchaser, transferee, tenant, or encumbrance holder, and such other information concerning any intended purchaser, transferee, tenant, or encumbrance holder as the ASSOCIATION may reasonably request, along with an executed copy of the written agreement pursuant to which the sale, transfer, lease or encumbrance is intended to be consummated. Furthermore, if requested by the ASSOCIATION, the UNIT OWNER shall cause the intended purchaser, transferee, tenant or encumbrance holder to complete an application form provided to the UNIT OWNER by the ASSOCIATION. If a UNIT OWNER acquires title to a UNIT by devise, bequest, inheritance, or by any manner other than voluntary conveyance by the prior UNIT OWNER, such UNIT OWNER shall upon his acquisition of title give the ASSOCIATION written notice of such acquisition, together with such information concerning the UNIT OWNER as the ASSOCIATION may reasonably request, and also together with a certified copy of the instrument evidencing the UNIT OWNER'S title. Any request for the approval of a sale or transfer of a UNIT may be accompanied by a demand that the ASSOCIATION, or its designee, purchase the UNIT if the sale or transfer is not approved.

19.2 Failure to Give Notice. If the notice to the ASSOCIATION herein required is not given, then at any time after receiving knowledge of a transaction or event whereby a UNIT is sold, transferred, leased, or encumbered, the ASSOCIATION, at its election and without notice, may approve or disapprove the transaction or ownership, or act as if it had been given the appropriate notice as of the date it receives knowledge of the transaction.

19.3 ASSOCIATION'S Rights Upon Receipt of Notice. Within twenty (20) days after receipt of the notice, information and documents required above, the ASSOCIATION shall by written notice to the UNIT OWNER either:

19.3.1 Approve. Approve the transaction or the acquisition of title, which approval shall be in recordable form and shall be executed by any officer or director of the ASSOCIATION.

19.3.2 Disapprove. If the intended transaction is a sale, transfer, lease or encumbrance of a UNIT, the ASSOCIATION may disapprove the transaction by written notice to the UNIT OWNER. Any disapproval of a transaction must be by the majority vote of the entire BOARD, and be based upon good cause which shall not be solely on the basis of the race, religion, color, or sex of a proposed purchaser, transferee, or tenant, or on any other basis which is prohibited by law. However, the ASSOCIATION'S basis for any disapproval need not be stated in any written notice to the UNIT OWNER.

19.3.3 Purchase. Except in the case of a lease or encumbrance, the ASSOCIATION may exercise its right to purchase or to designate a purchaser for the UNIT by written notice to the UNIT OWNER as hereinafter provided. If the notice to the ASSOCIATION requesting approval of a sale or transfer of a UNIT is accompanied by a demand that the ASSOCIATION, or its designee, purchase the UNIT if the sale or transfer is disapproved, the ASSOCIATION shall be required to exercise its right to purchase the UNIT or designate a purchaser for the UNIT if the ASSOCIATION disapproves the sale or transfer.

19.3.4 Failure to Disapprove or Purchase. If the ASSOCIATION shall fail to timely disapprove of an intended transaction, or, where applicable, to timely exercise its right to purchase or designate a purchaser for a UNIT, as set forth above, then the intended transaction shall be deemed approved and upon the request of the applicable UNIT OWNER the ASSOCIATION shall deliver to the UNIT OWNER a written approval of the intended transaction in recordable form, which shall be executed by any officer or director of the ASSOCIATION.

19.3.5 Approval Fee. The ASSOCIATION shall have the right to impose a reasonable fee in connection with any requested approval of any sale, transfer, lease or encumbrance, to defray its expenses associated therewith, not exceeding any maximum fee proscribed by law from time to time.

19.3.6 Delinquent ASSESSMENTS. The ASSOCIATION shall have the right to refuse to give written approval to any sale, transfer, lease, or encumbrance, until all ASSESSMENTS owed by the applicable UNIT OWNER are paid in full.

19.4 Right to Purchase in the Case of a Sale. If the intended transaction is a sale of a UNIT for a cash consideration which is approximately equal to or is greater than the value of the UNIT, the ASSOCIATION or its designee shall have the right to purchase the UNIT upon the same terms and conditions as contained in the agreement for the intended transaction, which right shall be exercised by written notice to the UNIT OWNER as hereinabove provided, and within ten (10) days after such written notice the ASSOCIATION, or its designee, shall execute a purchase agreement for the UNIT containing the identical terms and conditions as that contained in the agreement for the intended sale by the UNIT OWNER, except as the parties may otherwise agree to the contrary. If the ASSOCIATION, or its designee, shall fail to timely execute a purchase agreement for the UNIT without the fault of the UNIT OWNER, or if the ASSOCIATION or its designee shall default in the agreement to purchase after same is executed, then notwithstanding the ASSOCIATION'S election to purchase or have its designee purchase the UNIT, the intended transaction shall be deemed to have been approved and the ASSOCIATION shall furnish a certificate of approval as elsewhere provided to the UNIT OWNER. If the ASSOCIATION elects to have its designee purchase the UNIT, at the closing the ASSOCIATION shall provide its designee with a certificate approving the designee as a purchaser of the UNIT in recordable form. Notwithstanding the foregoing:



19.4.1 If the intended transaction contemplates a personal obligation on the part of the intended purchaser to pay a portion of the purchase price to the seller after the time of closing, then: (i) the ASSOCIATION must guarantee the payment of that obligation, or (ii) its designee must pay that amount at the time of closing.

19.4.2 If the intended transaction contemplates that the intended purchaser will assume an existing mortgage, and the ASSOCIATION or its designee fails to qualify for same (if required by the holder of the mortgage), then the ASSOCIATION or its designee must pay the full amount required to satisfy the existing mortgage at the time of closing in addition to the amount initially intended to be paid at the time of closing.

19.4.3 If the intended transaction contemplates that the intended purchaser will obtain a new mortgage, the purchase by the ASSOCIATION or its designee will not be contingent upon the obtaining of such mortgage, and at the time of closing, the ASSOCIATION or its designee must pay the purchase price, less the proceeds of any mortgage obtained by the ASSOCIATION or its designee.

19.5 Right to Purchase in the Case of Transfers by Devise, Inheritance, Gift, or Other Transfers. If a UNIT OWNER intends to transfer title to his UNIT by gift or by any means other than a sale for cash consideration which is approximately equal to or is greater than the value of the UNIT, or if a UNIT OWNER has acquired title to a UNIT by devise, inheritance, or in any other involuntary manner, then for a period of twenty (20) days after receipt from the UNIT OWNER of the notice and all information hereinabove required to be furnished, the ASSOCIATION may elect to purchase the UNIT or have its designee purchase the UNIT by written notice to the UNIT OWNER as hereinabove provided, and in that event the ASSOCIATION or its designee shall purchase the UNIT and the UNIT OWNER must sell the UNIT upon the following terms: The sale price for the UNIT shall be fair market value determined by agreement between the UNIT OWNER and the ASSOCIATION or its designee within thirty (30) days from the date the ASSOCIATION elects to purchase or have its designee purchase the UNIT. If the parties are unable to agree as to the purchase price, the purchase price shall be determined by one (1) M.A.I. appraiser mutually agreed upon by the UNIT OWNER and the ASSOCIATION or its designee, or if the parties are unable to agree as to an appraiser, the purchase price shall be determined as the average of three (3) appraisals by three (3) such appraisers, one of whom shall be selected by the ASSOCIATION or its designee, one by the UNIT OWNER, and one by the two appraisers so selected. The cost of such appraisal shall be borne by the ASSOCIATION or the designated purchaser. The sale shall close within thirty (30) days following the determination of the purchase price, provided, however, that prior to such closing the ASSOCIATION or its designee may investigate the title to the UNIT and if any title defects are discovered, the closing shall be deferred for a period of up to sixty (60) days in order to enable the ASSOCIATION or its designee to cure any title defects, and the UNIT OWNER shall cooperate with the ASSOCIATION or its designee with respect to the curing of such defects. The purchase price shall be paid in cash or by cashier's check at the closing unless the parties otherwise agree to the contrary, and all costs of the closing including documentary stamps and recording fees shall be paid by the purchaser. At the closing the purchaser may assume any existing mortgages encumbering the UNIT if same are assumable, but the purchaser shall pay any fees imposed by the lender in connection with such assumption, and if the purchaser elects to assume any existing mortgages the amount to be paid at the closing shall be reduced by the indebtedness secured by the mortgage as of the closing date. Real estate taxes and ASSESSMENTS of the CONDOMINIUM ASSOCIATION and other ASSESSMENTS payable by the UNIT OWNER shall be appropriately prorated as of the date of closing. At the closing, if the purchaser is a designee of the ASSOCIATION, the ASSOCIATION shall deliver to the purchaser a certificate in recordable form approving the designee as a purchaser. Notwithstanding the foregoing, if the ASSOCIATION or its designee shall default in the

purchase of the UNIT after electing to purchase the UNIT, the intended transfer or ownership of the UNIT shall be deemed to have been approved, and the ASSOCIATION shall furnish a certificate of approval to the intended transferee or the UNIT OWNER as elsewhere provided.

19.6 Leases and Occupancy in the Absence of a UNIT OWNER. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES, the BYLAWS, and the Rules and Regulations of the ASSOCIATION. In connection with any intended lease of any UNIT, the ASSOCIATION shall have the right to approve or disapprove both the intended tenants or occupants of the UNIT, and the form of any intended lease. For purposes of this DECLARATION and the approvals herein required, any person(s) occupying a UNIT in the absence of the UNIT OWNER, or in the absence of an approved occupant or tenant, shall be deemed occupying the UNIT pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy. Without the prior written consent of the ASSOCIATION, no lease shall be for a term of less than six (6) months, and no UNIT shall be leased more than two (2) times in any consecutive twelve-month period. Without the prior written consent of the ASSOCIATION, no lease may be modified, amended, extended, or assigned, and any part thereof. The ASSOCIATION shall have the right, but not the obligation, to terminate any lease or occupancy and/or to bring summary proceedings to evict any tenant or occupant in the event of a default by the tenant or occupant in the performance of the obligations under the lease to the extent such default adversely affects the ASSOCIATION or the other UNIT OWNERS, or in the event any tenant or occupant creates a nuisance or unreasonably annoys the other UNIT OWNERS, or fails to observe any of the provisions of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations of the ASSOCIATION. Any costs or attorney's fees incurred by the ASSOCIATION in connection with the eviction of any tenant or occupant, as aforesaid, shall be assessed to the UNIT OWNER.

19.7 Disapprovals. If any sale, transfer, lease or encumbrance of any UNIT is not approved or deemed to have been approved by the ASSOCIATION, the intended transaction shall not be consummated, and any transaction which is consummated and which has not been approved or deemed to have been approved by the ASSOCIATION as elsewhere provided shall be voidable at the election of the ASSOCIATION upon written notice to the UNIT OWNER. If the ASSOCIATION so elects, the UNIT OWNER shall be deemed to have authorized and empowered the ASSOCIATION to institute legal proceedings to evict any unauthorized occupant of the UNIT or to otherwise void the unauthorized transaction, at the expense of the UNIT OWNER, including the ASSOCIATION'S attorneys' fees.

19.8 UNITS Owned or Leased by a Corporation or Other Entity or Unrelated Persons. If a UNIT OWNER intends to sell, transfer or lease his UNIT to a corporation or other entity, or to two (2) or more persons who are not members of the same immediate family, or if a UNIT OWNER acquiring title to a UNIT by device, bequest, inheritance, or any involuntary manner is a corporation or other entity, or two (2) or more persons who are not members of the same immediate family, the ASSOCIATION'S approval of same may be conditioned upon the approval of one or more particular occupant(s) for the UNIT and if the ASSOCIATION'S approval is so conditioned, the approved occupant(s) shall be deemed the UNIT OWNER(S) of the UNIT for purposes of this Paragraph 19, and no other person will be entitled to occupy the UNIT in the absence of such approved occupant(s) without the approval of the ASSOCIATION, except as otherwise provided in this Paragraph 19.

19.9 Exceptions. Notwithstanding anything contained herein to the contrary, the provisions of this section shall not apply with respect to any sale, transfer, or lease of any UNIT (a) by a UNIT OWNER to his spouse, adult children, parents, parent-in-law (and/or any co-owner of the UNIT), or to any one or more of them, or to a trust or entity, the beneficiaries or owners of which are exclusively any one or more of them, (b) by or to the DEVELOPER, (c) by or to the ASSOCIATION, (d) by or to an INSTITUTIONAL MORTGAGEE who acquires title to any UNIT by foreclosing its

mortgage upon the UNIT encumbered, or by deed in lieu thereof, (e) to a former UNIT OWNER who acquires title to any UNIT by foreclosing its mortgage upon the UNIT encumbered, or by deed in lieu thereof, (f) to any purchaser who acquires title to a UNIT at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. The provisions of this section shall further not apply with respect to any encumbrance in favor of any INSTITUTIONAL MORTGAGEE, or to a purchase money mortgage in favor of a UNIT OWNER selling his UNIT to secure the payment of all or any portion of the purchase price of the UNIT.

19.10 No Severance of Ownership. No part of the COMMON ELEMENTS of any UNIT may be sold, conveyed or otherwise disposed of, except as part of the sale, conveyance, or other disposition of the UNIT to which such interest is appurtenant, and any sale, conveyance or other disposition of a UNIT shall be deemed to include that UNIT'S appurtenant interest in the COMMON ELEMENTS.

19.11 Purchase of UNITS by the ASSOCIATION. The ASSOCIATION'S purchase of any UNIT, whether or not by virtue of a right of first refusal in favor of the ASSOCIATION as hereinabove provided, shall be subject to the following provisions:

19.11.1 Decision. The decision of the ASSOCIATION to purchase a UNIT shall be made by the BOARD, without approval of its membership, except as hereinafter provided.

19.11.2 Limitation. If at any one time the ASSOCIATION is the owner or agreed purchaser of five (5%) percent or more of the UNITS in the CONDOMINIUM, it may not purchase any additional UNIT without the prior written approval of seventy-five (75%) percent of the members eligible to vote thereon. A member whose UNIT is the subject matter of the proposed purchase shall be ineligible to vote thereon; provided, however, that the foregoing limitation shall not apply to UNITS to be purchased at public sale resulting from a foreclosure of the ASSOCIATION'S lien for delinquent ASSESSMENTS where the bid if the ASSOCIATION does not exceed the amount found due the ASSOCIATION, or to be acquired by the ASSOCIATION in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

19.11.3 If the ASSOCIATION purchases any UNIT and if the available funds of the ASSOCIATION are insufficient to effectuate any such purchase, the ASSOCIATION may levy an ASSESSMENT against each UNIT OWNER, in proportion to his share of the COMMON EXPENSES, and/or the ASSOCIATION may, in its discretion, finance the acquisition of the UNIT; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the CONDOMINIUM PROPERTY other than the UNIT to be purchased.

## 20. Compliance and Non-Monetary Default.

20.1 Failure of UNIT OWNER to Comply. Each UNIT OWNER shall comply with all of the terms of this DECLARATION, the ARTICLES, the BYLAWS, and the Rules and Regulations, as they may be amended from time to time, and in the event any UNIT OWNER fails to comply therewith (other than the non-payment of any ASSESSMENT, which is governed by Paragraph 13 of this DECLARATION); the ASSOCIATION shall give the UNIT OWNER written notice of such failure. If such failure is not corrected as soon as is reasonably practical and in any event within ten (10) days after such written notice, or in the event of a subsequent similar failure by the UNIT OWNER, then without further notice the ASSOCIATION shall have the following rights, in addition to all other rights otherwise granted to or available to the ASSOCIATION:

20.1.1 The ASSOCIATION may commence an action to enforce performance on the part of the UNIT OWNER, and to require the UNIT OWNER to correct such failure for damages, for injunctive relief, and/or for such

other relief as may be necessary under the circumstances; and/or

20.1.2 The ASSOCIATION may itself perform any act or work required to correct such failure and, either prior to or after doing so, may assess the UNIT OWNER with all reasonable costs incurred or to be incurred by the ASSOCIATION in connection therewith, plus a service fee equal to ten (10%) percent of such costs, and may collect such ASSESSMENT and have a lien for same as elsewhere provided. In connection with the foregoing, the ASSOCIATION may enter the UNIT OWNER'S UNIT where necessary, may perform any maintenance or repairs required to be performed by the UNIT OWNER, may remove any change, alteration, addition or improvement which is unauthorized or not maintained by the UNIT OWNER in accordance with the provisions of this DECLARATION, and may take any and all other action reasonably necessary to correct the applicable failure by the UNIT OWNER.

20.2 Negligence. A UNIT OWNER shall be liable and may be assessed by the ASSOCIATION for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, but only to the extent that such expense is not met by the proceeds of insurance carried by the ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a UNIT or its appurtenances or of the COMMON ELEMENTS.

20.3 Responsibility of UNIT OWNER for Occupants, Tenants, Guests, and Invitees. Each UNIT OWNER shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his UNIT, and for all guests and invitees of the UNIT OWNER or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the CONDOMINIUM PROPERTY, or any liability to the ASSOCIATION, the UNIT OWNER shall be assessed for same as in the case of any other ASSESSMENT, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the ASSOCIATION. Furthermore, any violation of any of the provisions of this DECLARATION, of the ARTICLES, the BYLAWS, or any Rule or Regulation, by any resident of any UNIT, or any guest or invitee of a UNIT OWNER or any resident of a UNIT, shall also be deemed a violation by the UNIT OWNER, and shall subject the UNIT OWNER to the same liability as if such violation was that to the UNIT OWNER.

20.4 Right of ASSOCIATION to Evict Tenants, Occupants, Guests, and Invitees. With respect to any person present in any UNIT or any portion of the CONDOMINIUM PROPERTY, other than a UNIT OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the CONDOMINIUM, or shall damage or destroy any COMMON ELEMENTS or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION such person shall be required to immediately leave the CONDOMINIUM PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorney's fee, may be assessed against the applicable UNIT OWNER who such person was visiting, or with whose permission such person was present on the CONDOMINIUM PROPERTY, and the ASSOCIATION may collect such ASSESSMENTS and have a lien for same as elsewhere provided. The foregoing shall not be deemed to limit, modify, or affect any other rights or remedies available to the ASSOCIATION, or any rights or remedies the ASSOCIATION may have with respect to similar actions by a UNIT OWNER or a member of his immediate family residing with him in the UNIT.

20.5 Costs and Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a UNIT OWNER to comply with the terms of the DECLARATION, the ARTICLES, the BYLAWS, and/or the Rules and Regulations, as said documents may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees. Any such cost or attorneys' fees awarded to the ASSOCIATION in connection with any action against any UNIT OWNER shall be

assessed against the UNIT OWNER as in the case of any other ASSESSMENT as hereinabove provided.

20.6 No Waiver of Rights. The failure of the ASSOCIATION or any UNIT OWNER to enforce any covenant, restriction or any other provision of this DECLARATION, the ARTICLES, the BYLAWS, or the Rules and Regulations, as the said documents may be amended from time to time, shall not constitute a waiver of the right to do so thereafter.

21. Amendment of DECLARATION and Limitations on Amendments to ARTICLES and BYLAWS.

21.1 Amendments to DECLARATION. In addition to amendments elsewhere authorized herein, and subject to limitations contained herein upon amendments, this DECLARATION may be amended in the following manner:

21.1.1 By the DEVELOPER. Except for amendments required to be approved by UNIT OWNERS and ELIGIBLE MORTGAGEES as set forth below, the DEVELOPER shall have the right to amend this DECLARATION without the consent of the UNIT OWNERS, the ASSOCIATION or its BOARD so long as the DEVELOPER is entitled to appoint any director of the ASSOCIATION, or holds title to any UNIT in the CONDOMINIUM. A copy of each amendment made by the DEVELOPER shall be recorded amongst the public records of the county in which the CONDOMINIUM is located, and any amendment shall be effective when so recorded.

21.1.2 By the UNIT OWNERS.

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

21.1.2.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the BOARD or by the members of the ASSOCIATION that are UNIT OWNERS of UNITS within this CONDOMINIUM. Approval of an amendment must be by not less than sixty-seven (67%) percent of the votes of all UNIT OWNERS. UNIT OWNERS not present in person or by proxy at a meeting considering an amendment may express their approval in writing, provided such approval is delivered to the Secretary within thirty (30) days after the meeting.

21.1.2.3 Execution and Recording. A copy of each amendment shall be attached to a certificate of the ASSOCIATION certifying that the amendment was duly adopted, which certificate shall include the recording data identifying this DECLARATION and shall be executed by the President and Secretary of the ASSOCIATION with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded amongst the public records of the county in which the CONDOMINIUM is located.

21.2 Approval of UNIT OWNERS and ELIGIBLE MORTGAGEES of Amendments to DECLARATION, ARTICLES, and BYLAWS. The approval of at least sixty-seven (67%) percent of the votes of all UNIT OWNERS and the approval of ELIGIBLE MORTGAGEES holding mortgages encumbering UNITS which have at least fifty-one (51%) percent of the votes of UNITS subject to first mortgages of ELIGIBLE MORTGAGEES shall be required to add or amend any material provision of this DECLARATION, the ARTICLES, or the BYLAWS, which establish, provide for, govern or regulate any of the following:

21.2.1 Voting.

21.2.2 ASSESSMENTS, ASSESSMENT LIENS or subordination of such liens.

21.2.3 Reserves for maintenance, repair and replacement of the COMMON ELEMENTS (or UNITS if applicable).

21.2.4 Insurance or fidelity bonds.

21.2.5 Rights to use of the COMMON ELEMENTS.

21.2.6 Responsibility for maintenance and repair of the several portions of the CONDOMINIUM.

21.2.7 Expansion or contraction of the CONDOMINIUM or the addition, annexation or withdrawal of property to or from the CONDOMINIUM (except as expressly provided for in other provisions of this DECLARATION).

21.2.8 Boundaries of any UNIT, or the partition or subdivision of any UNIT.

21.2.9 The interest in the general or limited COMMON ELEMENTS.

21.2.10 The convertibility of UNITS into COMMON ELEMENTS or of COMMON ELEMENTS into UNITS.

21.2.11 Leasing of UNITS.

21.2.12 Any right of first refusal or similar restriction on the right of a UNIT OWNER to sell, transfer, or otherwise convey his or her UNIT.

21.2.13 Any provisions which are for the expressed benefit of INSTITUTIONAL MORTGAGEES or other mortgage holders, or insurers or guarantors of mortgages, encumbering UNITS.

21.2.14 The allocation of distributions of hazard insurance proceeds or condemnation awards.

An addition or amendment to the DECLARATION, ARTICLES, or BYLAWS, shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only.

21.3 Proviso. No amendment shall discriminate against any UNIT OWNER or against any UNIT, or class or group of UNITS, unless the UNIT OWNERS so affected and their respective INSTITUTIONAL MORTGAGEES shall join in the execution of the amendment. No amendment shall change the configuration or size of any UNIT in any material fashion, materially alter or modify the appurtenances to the UNIT, or change the proportion or percentage by which the UNIT OWNER of the UNIT shares the COMMON EXPENSES and owns the COMMON SURPLUS unless the record owner of the UNIT and the INSTITUTIONAL MORTGAGEE holding a first mortgage encumbering the UNIT join in the execution of the amendment. No amendment may prejudice or impair the rights, interest or priorities of INSTITUTIONAL MORTGAGEES unless all INSTITUTIONAL MORTGAGEES holding a first mortgage join in the execution of the amendment. Prior to the closing of the sale of all UNITS in of the CONDOMINIUM, no amendment shall make any change which would in any way affect any of the rights, privileges, powers and options of the DEVELOPER, unless the DEVELOPER joins in the execution of such amendment. The foregoing joinder requirements as to amendments herein specified shall be in addition to other provisions of this DECLARATION relating to amendments to the DECLARATION.

21.4 If any provision of this DECLARATION specifically requires the consent of a certain percentage of the UNIT OWNERS or ELIGIBLE or INSTITUTIONAL MORTGAGEES to approve or authorize any action or matter, no amendment may reduce such percentage unless the amendment is approved by at least such specified percentage of the UNIT OWNERS or ELIGIBLE or INSTITUTIONAL MORTGAGEES.

22. Termination of CONDOMINIUM. The CONDOMINIUM shall continue until (i) terminated by casualty loss, condemnation or eminent domain as more particularly provided in this DECLARATION, or (ii) such time as withdrawal of the CONDOMINIUM PROPERTY from the provisions of the CONDOMINIUM ACT is authorized by a vote of UNIT OWNERS of at least eighty (80%) percent of the UNITS and COMMON ELEMENTS (DEVELOPER shall not vote the UNITS owned by it for such withdrawal unless the UNIT OWNERS of at least eighty (80%) percent of all other UNITS and COMMON ELEMENTS so elect such withdrawal, at which time DEVELOPER may choose to vote either in favor of or against such withdrawal, as DEVELOPER sees fit) and such withdrawal is consented to in writing by each INSTITUTIONAL MORTGAGEE holding a first mortgage encumbering a UNIT in the CONDOMINIUM. In the event such withdrawal is authorized as aforesaid, the CONDOMINIUM PROPERTY shall be subject to an action for partition by any UNIT OWNER or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all UNIT OWNERS in proportion to their respective interests in COMMON ELEMENTS, provided however, that no payment shall be made to a UNIT OWNER until there has first been paid off out of his share of such net proceeds all liens on his UNIT in the order of their priority. The termination of the CONDOMINIUM in either of the foregoing manners shall be evidenced by a certificate of the ASSOCIATION executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the county in which the CONDOMINIUM is located. This Section may not be amended without the consent of all INSTITUTIONAL MORTGAGEES, and; the DEVELOPER, so long as it owns any UNITS. After termination of the CONDOMINIUM, UNIT OWNERS shall own the CONDOMINIUM PROPERTY and all assets of the ASSOCIATION as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the UNIT OWNERS. Such undivided share of the UNIT OWNERS shall be the same as the undivided shares in the COMMON ELEMENTS appurtenant to the UNIT OWNERS; UNITS prior to the termination.

23. Special Provisions Regarding INSTITUTIONAL MORTGAGEES.

23.1 Notice of Action. Upon written request to the ASSOCIATION by an INSTITUTIONAL MORTGAGEE holding, insuring or guaranteeing a first mortgage encumbering any UNIT, identifying the name and address of the holder, insurer or guarantor and the UNIT number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

23.1.1 Any condemnation loss or any casualty loss which affects a material portion of the CONDOMINIUM or any UNIT on which there is a first mortgage held, insured or guaranteed by such holder, insurer or guarantor, as applicable;

23.1.2 Any delinquency in the payment of ASSESSMENTS or other monies owed by a UNIT OWNER, or any other default in the performance by the UNIT OWNER of any obligation under this DECLARATION, the ARTICLES, or the BYLAWS, which UNIT OWNER'S UNIT is subject to a first mortgage held, insured or guaranteed by such holder, insurer or guarantor, which remains uncured for a period of sixty (60) days;

23.1.3 Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the ASSOCIATION;

23.1.4 Any proposed action which would require the consent of a specified percentage of ELIGIBLE or INSTITUTIONAL MORTGAGEES.

23.2 Consent of ELIGIBLE or INSTITUTIONAL MORTGAGEES. Whenever the consent or approval of any, all or a specified percentage or portion of the holder(s) of any mortgage(s) encumbering any CONDOMINIUM PARCEL(S) or CONDOMINIUM PROPERTY is required by this DECLARATION, the ARTICLES, the BYLAWS, or any applicable statute or law, to any amendment of the DECLARATION, the ARTICLES, or the BYLAWS, or to any action of the ASSOCIATION, or to any other matter relating to CONDOMINIUM, the ASSOCIATION may request such consent or approval of such holder(s) by

written request sent certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by such holder(s)). Any holder receiving such request shall be required to consent to or disapprove the matter for which the consent or approval is requested, in writing, by certified mail, return receipt requested (or equivalent delivery evidencing such request was delivered to and received by the ASSOCIATION), which response must be received by the ASSOCIATION within thirty (30) days after the holder receives such request, and if such response is not timely received by the ASSOCIATION, the holder shall be deemed to have consented to and approved the matter for which said approval or consent was requested. Such consent or approval given or deemed to have been given, where required, may be evidenced by an affidavit signed by all of the directors of the ASSOCIATION, which affidavit, where necessary, may be recorded in the Public Records of the County where the CONDOMINIUM is located, and which affidavit shall be conclusive evidence that the applicable consent or approval was given as to the matters therein contained. The foregoing shall not apply where an ELIGIBLE or INSTITUTIONAL MORTGAGEE is otherwise required to specifically join in an amendment to this DECLARATION.

24. Guarantee of ASSESSMENTS. The Developer has guaranteed that the assessment for common expenses assessed against each Unit Owner will not exceed the amount of such monthly assessment indicated on the budget attached to this Prospectus as Exhibit "1", which guarantee will be in effect for a period of one (1) year after the closing of the first Unit in the Condominium, or until the last closing in the Condominium, whichever event shall first occur. During the period of time in which this guarantee is in effect, the Developer has obligated itself to pay any amount of common expenses incurred by the Condominium Association and not produced by the assessments at the guaranteed level receivable from Unit Owners other than the Developer. Accordingly, the Developer will be excused from the payment of its share of common expenses which may be assessed against Units owned by the Developer during the aforementioned period. Thereafter, the Developer will pay assessments for Units owned by the Developer as in the case of any other Unit Owner.

25. Miscellaneous Provisions.

25.1 The invalidity in whole or in part of any covenant or restriction of any section, subsection, sentence, clause, phrase, word or other provision of this DECLARATION, the ARTICLES, BYLAWS, or Rules and Regulations of the ASSOCIATION shall not affect the validity of the remaining portions which shall remain in full force and effect.

25.2 In the event and court shall hereafter determine that any provisions as originally drafted herein violates the rule against perpetuities or any other rules of law because of the duration of the period involved, the period specified in the DECLARATION shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rules of law and for such purpose measuring life shall be that of the last surviving original purchaser of a UNIT.

25.3 Notices. All notices required or desired hereunder or under the BYLAWS shall be sent to the ASSOCIATION c/o its office at the CONDOMINIUM or to such other address as the ASSOCIATION may hereafter designate from time to time by notice in writing to all UNIT OWNERS, or the registered agent as designated with the Secretary of State of the State of Florida. All notices to any UNIT OWNERS shall be sent to the CONDOMINIUM address of such UNIT OWNER or such other address as may have been designated by such UNIT OWNER from time to time, in writing, to the ASSOCIATION. All notices to mortgagees of UNITS shall be sent to their respective addresses, or to any other address designated by them from time to time, in writing, to the ASSOCIATION. Notice given by certified mail, return receipt requested, shall be effective the day after mailed, and notice by any other means shall be effective upon delivery to the person being notified.



25.4 Signature of President and Secretary. Whenever the signature of the president of the ASSOCIATION is required hereunder, the signature of a vice-president may be substituted therefore and wherever the signature of the secretary of the ASSOCIATION is required hereunder, the signature of an assistant secretary may be substituted therefore, provided, that the same person may not execute any single instrument on behalf of the ASSOCIATION in two separate capacities.

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

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

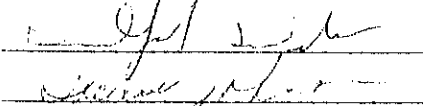
25.7 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

25.8 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the particular document or any provision thereof.

IN WITNESS WHEREOF, the DEVELOPER, M.A.P. FOREST PARK SOUTH I, INC., a Florida corporation, has caused this DECLARATION to be executed this 17<sup>th</sup> day of MARCH, 1983.

Signed, sealed and delivered  
in the presence of:

M.A.P. FOREST PARK SOUTH I, INC., a  
Florida corporation

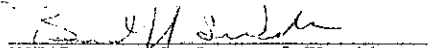


BY: W. R. Harris  
W. R. HARRIS, its Vice-President

STATE OF FLORIDA     )  
                              ) SS:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of MARCH, 1983, by W. R. HARRIS, Vice-President of M.A.P. FOREST PARK SOUTH I, INC., a Florida corporation, on behalf of the corporation.

My Commission expires:

  
NOTARY PUBLIC, State of Florida at  
Large

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, FOREST PARK SOUTH I CONDOMINIUM ASSOCIATION OF CORAL SPRINGS, INC., a Florida corporation not-for-profit, hereby agrees to this DECLARATION and does by these presents accept all of the benefits and duties, responsibilities, obligations and burdens imposed upon it by the provisions of this DECLARATION and the exhibits attached hereto.

IN WITNESS WHEREOF, the ASSOCIATION, FOREST PARK SOUTH I  
CONDOMINIUM ASSOCIATION OF CORAL SPRINGS INC., has caused this DECLARATION  
to be executed this 17<sup>th</sup> day of MARCH, 1983.

Signed, sealed and delivered  
in the presence of:

[Signature]  
[Signature]

FOREST PARK SOUTH I CONDOMINIUM  
ASSOCIATION OF CORAL SPRINGS, INC.,  
a Florida corporation not-for-profit

BY: E. C. Jensen  
E. C. JENSEN, its Vice-President

STATE OF FLORIDA    )  
                          ) SS.  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 17<sup>th</sup>  
day of MARCH, 1983, by E. C. JENSEN, Vice-President of  
FOREST PARK SOUTH I CONDOMINIUM ASSOCIATION OF CORAL SPRINGS, INC., a  
Florida corporation not-for-profit, on behalf of the Corporation.

My commission expires:

[Signature]  
[Signature]

[Signature]  
NOTARY PUBLIC, State of Florida at  
large

THIS INSTRUMENT PREPARED BY:

BRADFORD I. WEBB, ESQ.  
FEIGE, WEBB, AND CRANMER, P.A.  
10191 West Sample Road, Suite 211  
Coral Springs, Florida 33065

EXHIBIT "A"

TO

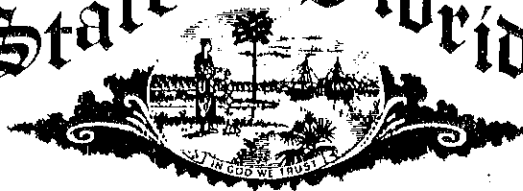
DECLARATION OF CONDOMINIUM OF FOREST PARK SOUTH I, A CONDOMINIUM

LEGAL DESCRIPTION:

Lot 1, Block P, "Forest Hills South" as recorded in Plat Book 73, Page 50, of the Public Records of Broward County, Florida.

Said lands lying in the City of Coral Springs, Broward County, Florida and containing acres more or less.

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of FOREST PARK SOUTH 1 CONDOMINIUM ASSOCIATION OF CORAL SPRINGS, INC., a corporation organized under the Laws of the State of Florida, filed on March 9, 1983.

The charter number for this corporation is 767371.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
9th day of March, 1983.



CER-101

George Firestone  
Secretary of State

FILED  
1963 MAR -2 PM 2:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION  
OF  
FOREST PARK SOUTH I CONDOMINIUM ASSOCIATION OF CORAL SPRINGS, INC.  
a Florida Corporation Not-for-Profit

The undersigned subscribers, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation is "Forest Park South I Condominium Association of Coral Springs, Inc.", a Florida corporation not-for-profit, hereinafter referred to as the "ASSOCIATION".

ARTICLE II - PURPOSE

The purposes for which the ASSOCIATION is organized are as follows:

1. To operate a corporation not-for-profit pursuant to Chapter 617 of the Florida Statutes.
2. To operate one or more of the CONDOMINIUMS which may be established from time to time within the property legally described in Exhibit "A" attached hereto, pursuant to the FLORIDA CONDOMINIUM ACT. THE FIRST CONDOMINIUM the ASSOCIATION will operate is Forest Park South I, A Condominium. The DEVELOPER shall determine which other CONDOMINIUM(S) established within the property described in Exhibit "A", if any, will be operated by the ASSOCIATION, pursuant to the DECLARATION of any such other CONDOMINIUM.
3. To promote the health, safety, welfare, comfort, and social and economic benefit of the members of the ASSOCIATION.

ARTICLE III - DEFINITIONS

The terms used in these ARTICLES and the BYLAWS shall have the same definitions and meanings as those set forth in the DECLARATION OF CONDOMINIUM OF FOREST PARK SOUTH I, A CONDOMINIUM, and in the CONDOMINIUM ACT, unless herein provided to the contrary, or unless the context otherwise requires. In addition, if the ASSOCIATION operates more than one (1) CONDOMINIUM, the following definitions shall apply:

1. CONDOMINIUM shall mean and refer to Forest Park South I, A Condominium, and/or any other Condominium established within the property described in Exhibit "A" which the ASSOCIATION is to operate as provided in its DECLARATION.
2. DECLARATION shall mean and refer to the Declaration of Condominium of Forest Park South I, A Condominium, and/or any other Declaration of Condominium submitting property within Exhibit "A" to the CONDOMINIUM FORM OF OWNERSHIP which provides the the CONDOMINIUM will be operated by the ASSOCIATION, and any amendments to such DECLARATIONS.
3. UNITS shall mean and refer to a CONDOMINIUM UNIT within a CONDOMINIUM.

Exhibit "C" to the Declaration of Condominium

#### ARTICLE IV - POWERS AND DUTIES

The ASSOCIATION shall have the following powers and duties:

1. All of the common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida, and the statutory powers set forth in the CONDOMINIUM ACT.

2. To administer, enforce, carry out and perform all of the acts, functions, rights and duties provided in, or contemplated by, a DECLARATION, either expressed or implied, and to take any action reasonably necessary or appropriate to operate a CONDOMINIUM pursuant to its DECLARATION, including, but not limited to, the following:

a. To own, purchase, sell, mortgage, encumber, lease, administer, manage, operate, maintain, improve, repair and/or replace real and personal property.

b. To make and collect ASSESSMENTS against members of the ASSOCIATION to defray the costs, expenses and losses incurred or to be incurred by the ASSOCIATION, and to use the proceeds therefrom in the exercise of the ASSOCIATION'S powers and duties.

3. To maintain, repair, replace, reconstruct, add to, and operate a CONDOMINIUM, and other property acquired or leased by the ASSOCIATION for use by its members.

4. To purchase insurance upon a CONDOMINIUM and insurance for the protection of the ASSOCIATION, its directors, officers and members, and such other parties as the ASSOCIATION may determine.

5. To make and amend reasonable rules and regulations for the maintenance, conservation and use of the UNITS, COMMON ELEMENTS, recreational facilities, and other areas within a CONDOMINIUM or owned by the ASSOCIATION and for health, comfort, safety, welfare, and benefit of the ASSOCIATION'S members.

6. To approve or disapprove the sale, leasing, transfer, mortgaging, ownership and possession of UNITS as may be provided by an applicable DECLARATION.

7. To enforce by legal means the provisions of the CONDOMINIUM ACT, a DECLARATION, these ARTICLES, the BYLAWS, and the Rules and Regulations of the ASSOCIATION.

8. To contract for the management and maintenance of the CONDOMINIUM and to authorize a management agent or company (which may be the DEVELOPER or an affiliate of the DEVELOPER) to assist the ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, collections 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, as well as exercising such other powers and rights delegated to it by the ASSOCIATION by virtue of a DECLARATION, these ARTICLES, the BYLAWS and the CONDOMINIUM ACT. The ASSOCIATION and its officers shall, however, retain at all times the powers and duties granted by a DECLARATION and the CONDOMINIUM ACT, including, but not limited to, the making of ASSESSMENTS, promulgation of rules, and execution of contract on behalf of the ASSOCIATION.

9. To employ personnel necessary to perform the obligations, services and duties required of or to be performed by the ASSOCIATION and for the proper operation of a CONDOMINIUM and/or to contract with others, for the performances of such obligations, services and/or duties.

#### ARTICLE V - MEMBERS

1. The members of the ASSOCIATION shall consist of all of the record owners of UNITS. Membership shall be established as to each UNIT upon the recording of a DECLARATION, or any amendment to a DECLARATION, submitting the property which includes the UNIT to the CONDOMINIUM FORM OF OWNERSHIP. Upon the transfer of ownership of fee title to, or fee interest in, a UNIT, whether by conveyance, devise, judicial decree, foreclosure, or otherwise, and upon the recordation amongst the public records in the county in which the CONDOMINIUM is located of the deed or other instrument establishing the acquisition and designating the UNIT affected thereby, the new UNIT OWNER designated in such deed or other instrument shall thereupon become a member of the ASSOCIATION, and the membership of the prior UNIT OWNER as to the UNIT designated shall be terminated, provided, however, that the ASSOCIATION shall not have the responsibility or obligation of recognizing any such change in membership until it has been delivered a true copy of the applicable deed or other instrument, or is otherwise informed of the transfer of ownership of the UNIT. Prior to the recording of any DECLARATION, the subscriber to these ARTICLES shall be the members of the ASSOCIATION.

2. The share of each member in the funds and assets of the ASSOCIATION, the COMMON ELEMENTS and the COMMON SURPLUS, and any membership in this ASSOCIATION, cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the UNIT for which that membership is established.

3. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each UNIT. In the event any UNIT is owned by more than one person and/or by an entity, the vote for such UNIT shall be cast in the manner provided by the BYLAWS. Any person or entity owning more than one UNIT shall be entitled to one vote for each UNIT owned.

4. The BYLAWS shall provide for an annual meeting of the members of the ASSOCIATION and shall make provisions for special meetings.

5. In the event the ASSOCIATION operates more than one CONDOMINIUM, membership in the ASSOCIATION may be divided into clases for each such CONDOMINIUM pursuant to the BYLAWS, so that matters relating to only one CONDOMINIUM will be voted upon only by the members who own UNITS in the CONDOMINIUM.

#### ARTICLE IV - TERM OF EXISTENCE

The ASSOCIATION shall have perpetual existence.

#### ARTICLE VII - SUBSCRIBERS

The names and addresses of the subscribers to these ARTICLES are as follows:

B.L. MARTZ	10235 WEST SAMPLE ROAD, STE 200, CORAL SPRINGS, FLORIDA	33065
E.C. JENSEN	10235 WEST SAMPLE ROAD, STE 200, CORAL SPRINGS, FLORIDA	33065
W.R. HARRIS	10235 WEST SAMPLE ROAD, STE 200, CORAL SPRINGS, FLORIDA	33065

#### ARTICLE VIII - DIRECTORS

1. The property, business and affairs of the ASSOCIATION shall be managed by a BOARD which shall consist of not less than three (3)

directors, and which shall always be an odd number. The BYLAWS may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the BOARD shall consist of three (3) directors. Directors are not required to be members of the ASSOCIATION.

2. All of the duties and powers of the ASSOCIATION existing under the CONDOMINIUM ACT, a DECLARATION, these ARTICLES and the BYLAWS shall be exercised exclusively by the BOARD, its agents, contractors or employees, subject to approval by the members only specifically required.

3. Initially the DEVELOPER shall have the right to appoint all of the directors. When members other than the DEVELOPER own fifteen (15) percent or more of the UNITS in any CONDOMINIUM that will be operated ultimately by the ASSOCIATION, the members other than the DEVELOPER shall be entitled to elect not less than one-third (1/3) of the directors. Members other than the DEVELOPER shall be entitled to elect not less than a majority of the directors upon the earlier of the following:

a. Three (3) years after fifty (50%) percent of the UNITS that will be operated ultimately by the ASSOCIATION have been conveyed to purchasers;

b. Three (3) months after ninety (90%) percent of the UNITS that will be operated ultimately by the ASSOCIATION have been conveyed to purchasers;

c. When all of the UNITS that will be operated ultimately by the ASSOCIATION have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the DEVELOPER in the ordinary course of business; or

d. When some of the UNITS have been conveyed to purchasers and none of the others are being constructed or offered for sale by the DEVELOPER in the ordinary course of business.

The DEVELOPER is entitled to elect at least one director as long as the DEVELOPER holds for sale in the ordinary course of business at least five (5%) percent of the UNITS that will be operated ultimately by the ASSOCIATION. Thereafter all of the directors shall be elected by the members in the manner determined by the BYLAWS.

Notwithstanding the foregoing, the DEVELOPER may waive its right to elect one or more directors which it is entitled to elect, by written notice to the ASSOCIATION, and thereafter such directors shall be elected by the members.

4. Within sixty (60) days after the members other than the DEVELOPER are entitled to elect one or more directors, the ASSOCIATION shall call, and give not less than thirty (30) days or more than forty (40) days notice of a meeting of members to elect the directors which the members are then entitled to elect. The meeting may be called and the notice given by any UNIT OWNER if the ASSOCIATION fails to do so. Thereafter, the directors which the members are entitled to elect shall be elected at the annual meeting of the members.

5. Directors may be removed and vacancies on the BOARD shall be filled in the manner provided by the BYLAWS, however any director appointed by the DEVELOPER may only be removed by the DEVELOPER, and any vacancy on the BOARD shall be appointed by the DEVELOPER if, at the time such vacancy is to be filled, the number of directors which may, at that time, be appointed by the DEVELOPER as set forth above.

6. In the event the ASSOCIATION operates more than one CONDOMINIUM, THE BYLAWS may provide a means by which the BOARD will be comprised of at least one UNIT OWNER from each CONDOMINIUM operated by the ASSOCIATION, unless no UNIT OWNER from a CONDOMINIUM is nominated and/or is



unable and willing to serve as a director.

7. The names and addresses of the initial directors, who shall hold office until their successors are appointed or elected, are as follows:

B.L. MARTZ	10235 WEST SAMPLE ROAD, STE 200 CORAL SPRINGS, FLORIDA	33065
E.C. JENSEN	10235 WEST SAMPLE ROAD, STE 200 CORAL SPRINGS, FLORIDA	33065
W.R. HARRIS	10235 WEST SAMPLE ROAD, STE 200 CORAL SPRINGS, FLORIDA	33065

#### ARTICLE IX - OFFICERS

The officers of the ASSOCIATION shall be a president, vice-president, secretary, treasurer and such other officers as the BOARD, and the BYLAWS may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the BOARD are as follows:

President:	B.L. MARTZ
Vice-president/Secretary:	E.C. JENSEN
Treasurer:	W.R. HARRIS

#### ARTICLE X - INDEMNIFICATION

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

2. To the extent that a director, officer, employee or agent of the ASSOCIATION has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection herewith.

3. Any indemnification under Paragraph 1 above (unless ordered by a court) shall be made by the ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director

officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Paragraph 1 above. Such determination shall be made (a) by the BOARD by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in written opinion or (c) by approval of the members.

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

5. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, and BYLAWS, agreement, vote of members or otherwise; and as to action taken in an official capacity while holding office, shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

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

#### ARTICLE XI - BYLAWS

The first BYLAWS shall be adopted by the BOARD and may be altered, amended or rescinded by the DEVELOPER, the DIRECTORS and/or members in the manner provided by the BYLAWS.

#### ARTICLE XII - AMENDMENTS

Amendments to these ARTICLE shall be proposed and adopted in the following manner.

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

2. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the BOARD or by not less than one-third (1/3) of the members. Directors and members not present in person or by proxy at any meeting considering an amendment may express their approval in writing, provided that such written approval is delivered to the secretary or to a director prior to, or within thirty (30) days after, the meeting. Approval of an amendment must be by not less than a majority of the votes of the entire membership of the ASSOCIATION.

3. Notwithstanding anything contained herein to the contrary, until a majority of the BOARD is elected by UNIT OWNERS other than the DEVELOPER, these ARTICLES may be amended by a majority of the BOARD, without the vote or approval of the members of the ASSOCIATION.

4. No amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members without

approval by all of the members and the joinder of all record owners of mortgages upon the UNITS. No amendment shall be made that is in conflict with the CONDOMINIUM ACT or a DECLARATION. Prior to the closing of the sale of all UNITS that will be ultimately operated by the ASSOCIATION, including UNITS in all phases in a CONDOMINIUM as contemplated by its DECLARATION, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DEVELOPER, unless the DEVELOPER shall join in the execution of the amendment, including, but not limited to, any right of the DEVELOPER to appoint directors pursuant to ARTICLE VIII.

5. No amendment to these ARTICLES shall be made which discriminates against any UNIT OWNERS(S), or affects less than all of the UNIT OWNERS within a CONDOMINIUM, without the written approval of all of the UNIT OWNERS so discriminated against or affected. In the event the ASSOCIATION operates more than one CONDOMINIUM, no amendment to these ARTICLES shall be made which discriminates against the UNIT OWNERS in any CONDOMINIUM(S), or affect the UNIT OWNERS in less than all of the CONDOMINIUMS operated by the ASSOCIATION without the written approval of a majority of the UNIT OWNERS within the CONDOMINIUM(S) so discriminated against or affected. No amendment to these ARTICLES shall be made which would discriminate against, or affect, the future rights of any UNIT OWNER in any CONDOMINIUM which may be constructed on any portion of the property described in Exhibit "A" without the written approval of the owner of the property which is intended to be deleted.

6. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of the applicable Florida statutes, and a copy certified by the Secretary of State shall be recorded in the public records of the county in which the CONDOMINIUM is located.

#### ARTICLE XIII

##### INITIAL REGISTERED OFFICE ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of the ASSOCIATION shall be at 10191 West Sample Road, Coral Springs, Florida 33065. The initial registered agent of the ASSOCIATION is FEIGE, WEBB & CRANMER, P.A.

WHEREFORE, the subscribers, and the initial registered agent, have affixed their signatures on this 3 day of MARCH, 1983

B.L. Martz  
B.L. MARTZ

E.C. Jensen  
E.C. JENSEN

W.R. Harris  
W.R. HARRIS

FEIGE, WEBB AND CRANMER P.A.

By: Bradford I. Webb  
BRADFORD I. WEBB

SURVEY PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS  
**EXHIBIT - "B"**  
 TO THE DECLARATION OF CONDOMINIUM OF  
**"FOREST PARK SOUTH I"**  
 A Condominium

**DESCRIPTION**

Lot 1, Block 8, "FOREST PARK SOUTH I", as recorded in Map Book 22, Page 50, of the Public Records of Broward County, Florida. Said lands lying in the City of Coral Springs, Broward County, Florida, and containing more or less.

**NOTES**

1. Elements shown herein refer to National Geographic Vertical Datum.
2. C.E. indicates Common Elements.
3. I.C.E. indicates Limited Common Elements.
4. S. indicates owner's lot or lot, lot.
5. All measurements shown herein are precise.

**LEGEND**

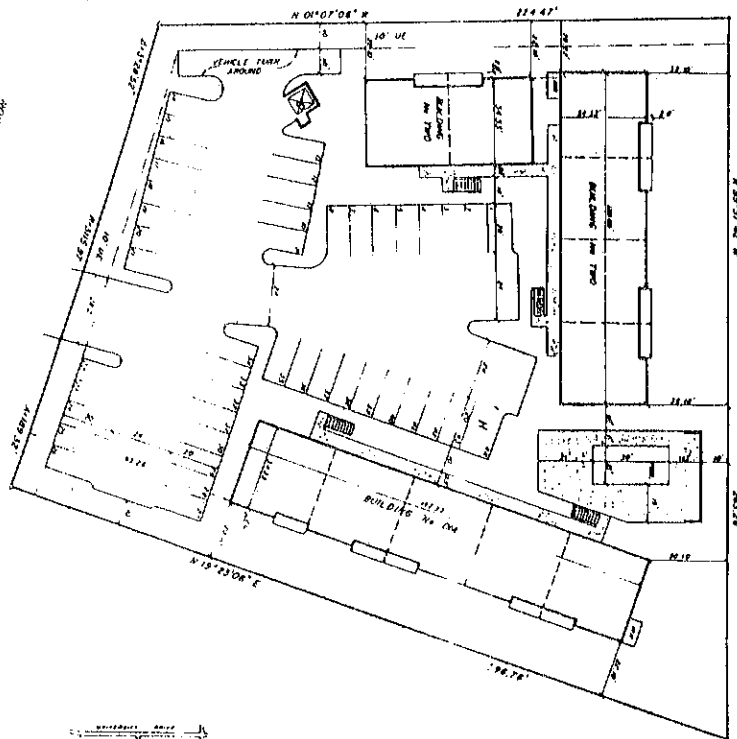
1. ——— indicates owner's condominium boundary.
2. ——— indicates common boundary.
3. 0. ——— indicates common wall.
4. ——— indicates pool.
5. I.C.E. ——— indicates Limited Common Element.
6. M.R. ——— indicates master room.
7. ——— indicates parking space.
8. ——— indicates driveway.

**CERTIFICATION**

This Certification made this \_\_\_\_\_ day of \_\_\_\_\_, 1988, by the undersigned surveyor is made pursuant to the provisions of Section 718.01(4)(a), of the Florida Statutes as amended, and is a certification that the attached EXHIBIT "B" shows a through a true and correct representation of the improvements situated thereon and may be constructed of said improvements.

BY: DENNIS R. POORE Surveyor

I, DENNIS R. POORE, do hereby certify that I am a duly Licensed Professional Surveyor in the State of Florida, and that I am the author of the foregoing map, and that the same is a true and correct representation of the improvements situated thereon and may be constructed of said improvements.



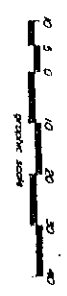
SCALE: 1"=20'

RECORD BOOK	FILED FOR	DENNIS R. POORE, INC.
	map	LAND SURVEYING AND ENGINEERING
		1308P
		(305) 752-1300

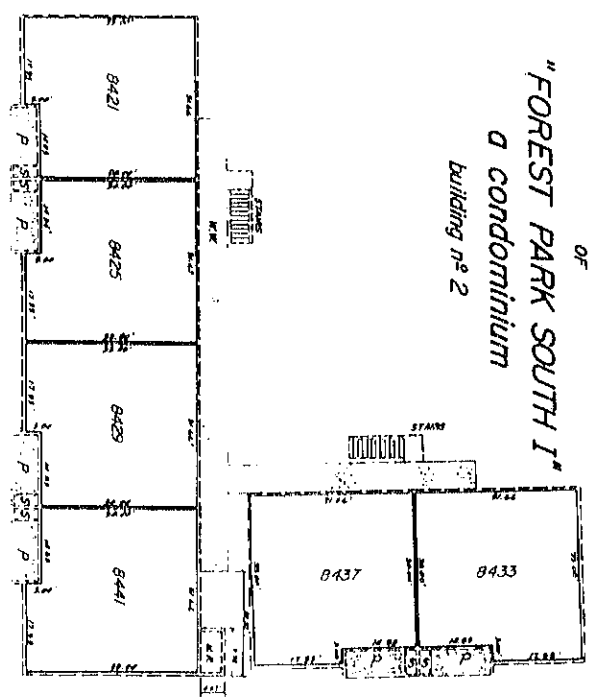
- LEGEND:**
- 1. Indicate structural boundary
  - 2. Common elements
  - 3. All boundaries are finished common elements
  - 4. All walls are 0.67 thick, unless otherwise indicated
  - 5. All doors are shown common element
  - 6. All windows are shown common element

**\* SURVEY PLAT PLAN AND GRAPHIC DESCRIPTION  
OF IMPROVEMENTS \*  
EXHIBIT - "B"  
TO THE DECLARATION  
OF  
CONDOMINIUM  
OF  
"FOREST PARK SOUTH I"  
building n° 2**

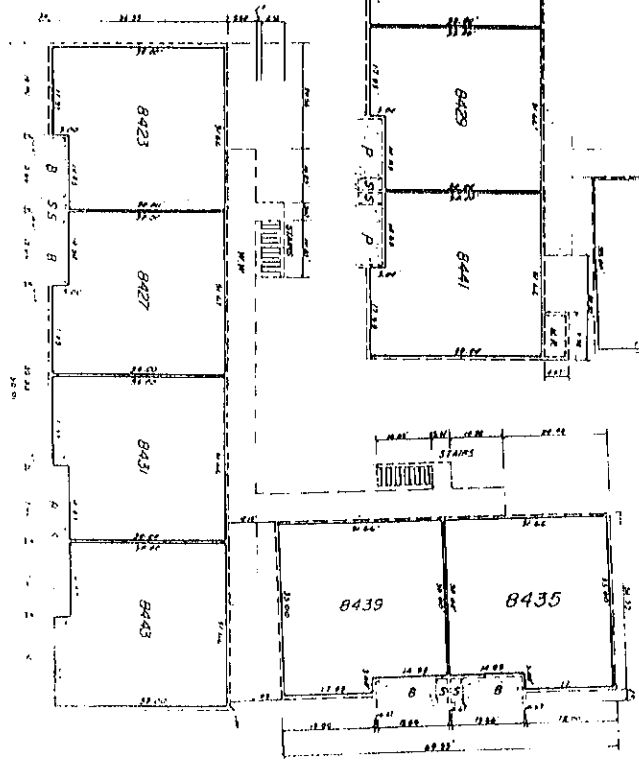
**DESIGNED BY:**  
DENNIS R. POORE, INC.  
Surveyors - Engineers - Planners  
7800 Wiles Road Suite A  
Carol Springs Florida 33067  
(305) 752-1300



**FIRST FLOOR**  
finish floor el.  
finish ceiling el.



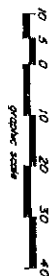
**SECOND FLOOR**  
finish floor el.  
finish ceiling el.



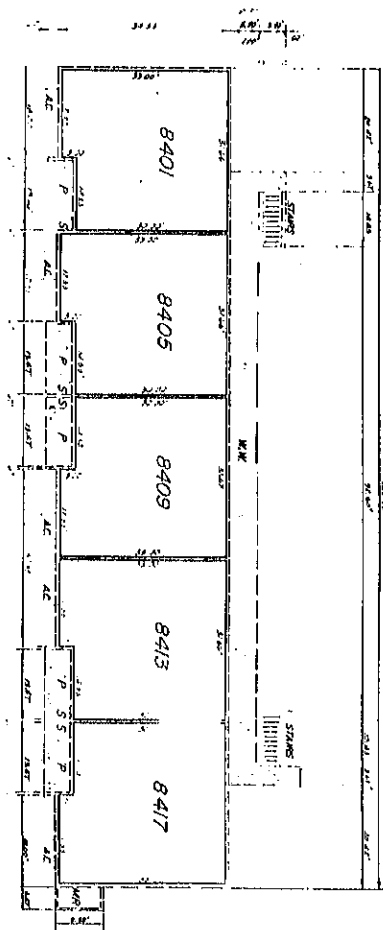
- NOTES:**
1. Indicate apartment boundary.
  2. Common elements.
  3. All balconies are limited common elements.
  4. All walls are 0.67" thick, unless otherwise noted (nominal).
  5. All parties are limited common elements.
  6. All air conditioning units are limited common elements.

**"FOREST PARK SOUTH I"**  
 a condominium  
 building n° 1  
 OF  
 OF  
 TO THE DECLARATION  
 OF IMPROVEMENTS  
 EXHIBIT - "A"  
 SURVEY PLOT PLAN and GRAPHIC DESCRIPTION

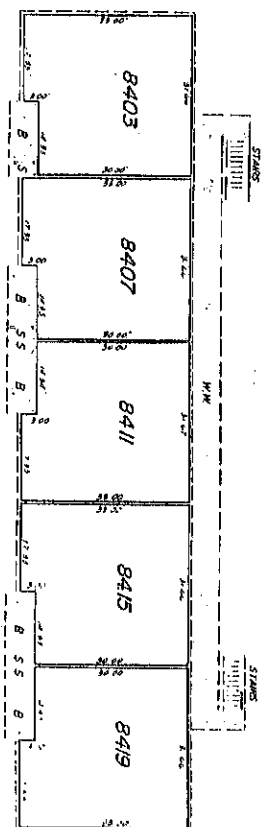
REPORT BY:  
 DENNIS R. POORE, INC.  
 Surveyors - Engineers - Planners  
 7600 Wiles Road Suite 1A  
 Coral Springs, Florida 33067  
 (305) 752-1300



**FIRST FLOOR**  
 Finished Floor E.I.  
 Finished Ceiling E.I.



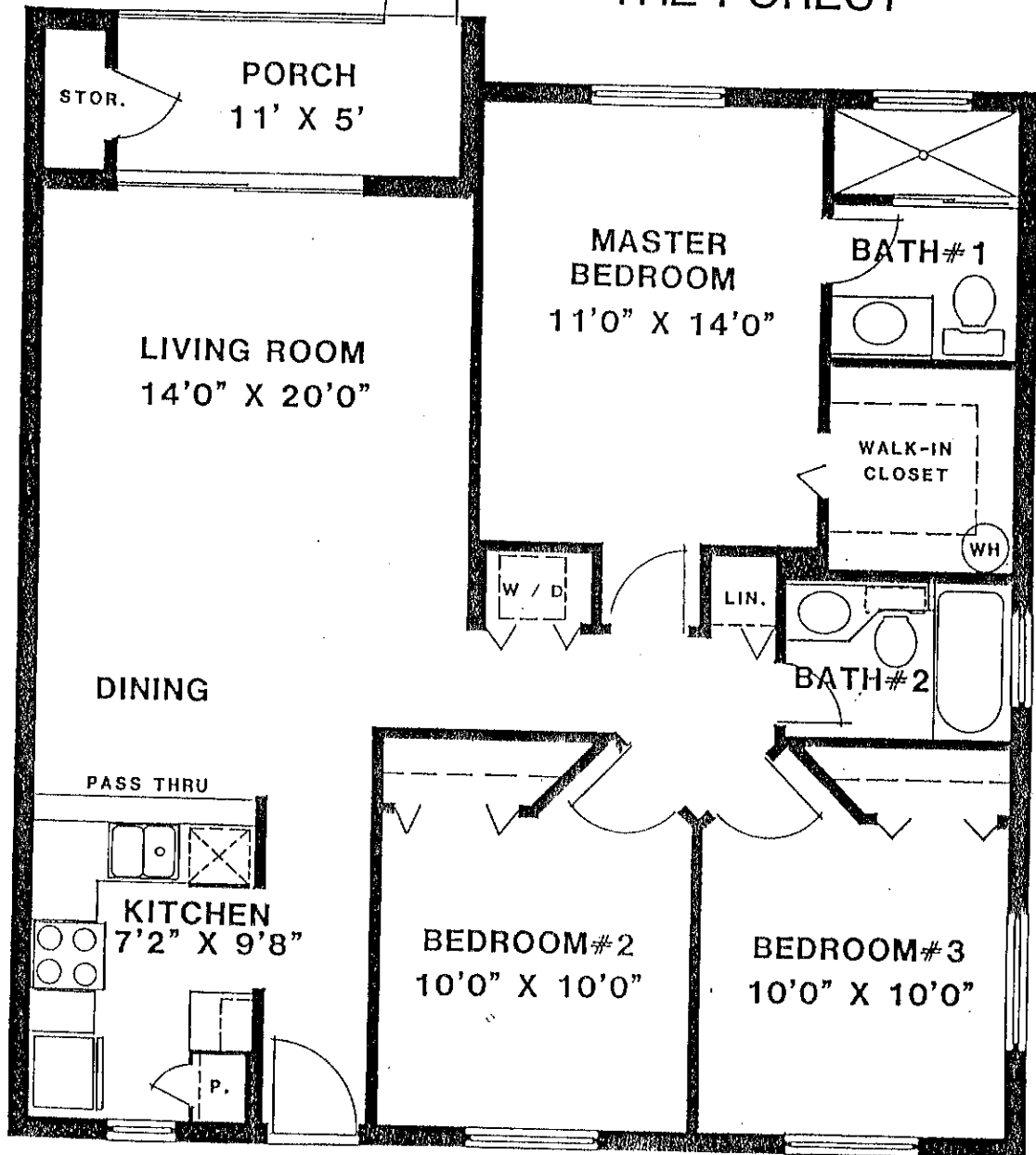
**SECOND FLOOR**  
 Finished Floor E.I.  
 Finished Ceiling E.I.



**LEGEND**

C.E. Common Element  
 P.C. Private Common Element  
 B. Balcony  
 M.H. Master Bedroom  
 B. Bedroom  
 K. Kitchen  
 W. Bathroom  
 A.C. Air Conditioning Unit

# THE FOREST



ALL DIMENSIONS AND SPECIFICATIONS ARE SUBJECT TO CHANGE  
WITHOUT NOTICE BY BUILDER, ARCHITECT OR GOVERNMENT AUTHORITY.

BYLAWS

OF

FOREST PARK SOUTH I CONDOMINIUM ASSOCIATION OF CORAL SPRINGS, INC.  
a Florida corporation not-for-profit

1. GENERAL PROVISIONS

1.01 Identity. These are the BYLAWS of FOREST PARK SOUTH I CONDOMINIUM ASSOCIATION OF CORAL SPRINGS, INC., hereinafter referred to as the "ASSOCIATION", a corporation not-for-profit formed under the laws of the State of Florida. The ASSOCIATION has been organized for the purposes stated in the ARTICLES and shall have all of the powers provided in these BYLAWS, the ARTICLES, a DECLARATION, the CONDOMINIUM ACT, and any other statute or law of the State of Florida, or any other power incident to any of the above powers.

1.02 Principal Office. The principal office of the ASSOCIATION shall be at such place as the BOARD may determine from time to time.

1.03 Fiscal Year. The fiscal year of the ASSOCIATION shall be the calendar year.

1.04 Seal. The seal of the ASSOCIATION shall have inscribed upon it the name of the ASSOCIATION, the year of its incorporation and the words "Corporation Not-for-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the ASSOCIATION.

1.05 Incorporation of the CONDOMINIUM ACT. All of the provisions of the CONDOMINIUM ACT, being Chapter 718, Florida Statutes, as same now exists and may apply to the ASSOCIATION are, with permissible deviations therefrom, incorporated herein by reference. In the event of any conflict between these BYLAWS and the CONDOMINIUM ACT, these BYLAWS shall control unless the deviation from the CONDOMINIUM ACT is impermissible.

1.06 Conflict with ARTICLES. In the event of any conflict between these BYLAWS and the ARTICLES, the ARTICLES shall control.

1.07 Definitions. Unless the context otherwise requires, all terms used in these BYLAWS shall have the same meaning as are attributed to them in the ARTICLES, a DECLARATION, and the CONDOMINIUM ACT.

2. MEMBERSHIP IN GENERAL.

2.01 Qualification. Pursuant to the ARTICLES, all of the record owners of UNITS in a CONDOMINIUM operated by the ASSOCIATION shall be members of the ASSOCIATION. Membership for each UNIT shall be established upon the recording of a DECLARATION or any amendment thereto, submitting the UNIT to the CONDOMINIUM FORM OF OWNERSHIP. Prior to the recording of a DECLARATION, the subscribers shall be the members of the ASSOCIATION, but their membership shall terminate upon the recording of a DECLARATION.

2.02 Changes in Membership. The transfer of the ownership of any UNIT, either voluntarily or by operation of law, shall automatically terminate the membership of the prior owner, and the transferee or new owner shall automatically become a member of the ASSOCIATION. It shall be the responsibility of any such transferor and transferor of a UNIT to notify the ASSOCIATION of any change in the ownership of any UNIT, and the corresponding change in any membership, by delivering to the ASSOCIATION a copy of the deed or other instrument of conveyance which establishes a transfer of ownership. In the absence of such notification, the ASSOCIATION shall not be obligated to recognize any change in membership or ownership of a UNIT for purposes of notice, voting, ASSESSMENTS, or for any



other purposes.

2.03 Member Register. The secretary of the ASSOCIATION shall maintain a register in the office of the ASSOCIATION showing the names and addresses of the members of the ASSOCIATION. It shall be the obligation of each member of the ASSOCIATION to advise the secretary of any change of address of the member, or of the change of ownership of the member's UNIT, as set forth above. Any member who mortgages his UNIT shall notify the ASSOCIATION of the name and address of his mortgagee and shall file a copy of the mortgage and underlying promissory note with the ASSOCIATION. Any member who satisfies the mortgage encumbering his UNIT shall also notify the ASSOCIATION thereof and shall file a copy of the satisfaction of mortgage with the ASSOCIATION. The names and addresses of any such mortgagee shall also be maintained in the member register.

2.04 Inspection of Books and Records. The records of the ASSOCIATION shall be open to inspection by UNIT OWNERS or their authorized representatives, and all holders, insurers or guarantors of any first mortgage encumbering a UNIT, upon request, during normal business hours or under other reasonable circumstances. Such records of the ASSOCIATION shall include current copies of the DECLARATION, ARTICLES, BYLAWS the Rules and Regulations of the ASSOCIATION, and any amendments thereto, any contracts entered into by the ASSOCIATION, and the books, records and financial statements of the ASSOCIATION.

### 3. MEMBERSHIP VOTING.

3.01 Voting Rights. There shall be one vote for each UNIT. In the event any UNIT is owned by more than one person, or is owned by a person older than an individual, the vote for such UNIT shall be cast as set forth below, and votes shall not be divisible. In the event any member owns more than one UNIT, the member shall be entitled to one vote for each such UNIT.

#### 3.02 Majority Vote and Quorum Requirements.

3.02.1 The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum is present shall be binding upon all members and UNIT OWNERS for all purposes, except where otherwise provided by law, in any DECLARATION, in the ARTICLES, or in these BYLAWS. Unless otherwise so provided, at any regular or special meeting, the presence in person or by proxy of persons entitled to cast the votes for a majority of the UNITS operated by the ASSOCIATION shall constitute a quorum.

3.02.2 In the event any meeting is adjourned or continued to another time because a quorum is not present at such meeting, then and in that event, the quorum requirements provided heretofore shall be reduced to be the presence in person or by proxy of persons entitled to cast the votes for one third (1/3) of the UNITS operated by the ASSOCIATION at the adjourned meeting, and the acts approved by a majority of the votes present in person or by proxy at such adjourned meeting at which such reduced quorum exists shall be binding upon all members and UNIT OWNERS for all purposes except where otherwise provided by law, in any DECLARATION, in the ARTICLES, or in these BYLAWS. This reduction of the quorum requirement shall apply only if the BOARD sends notice of the adjourned meeting to the members as elsewhere provided, which notice must specifically provide that the quorum requirements will be reduced at the adjourned meeting.

#### 3.03 Determination as to Voting Rights.

3.03.1 In the event any UNIT is owned by one person, his right to cast the vote for the UNIT shall be established by the record title to his UNIT.

3.03.2 In the event any UNIT is owned by more than one person or by an entity, the person entitled to cast the vote for the UNIT shall be designated by a certificate signed by all of the record owners of the UNIT,

or by the president of the corporate owner in the case of a UNIT owned by a corporation, and filed with the secretary of the ASSOCIATION. The person designated by such certificate, in the absence of a revocation of same, shall be conclusively deemed to be the person entitled to cast the vote for the UNIT at any meeting. In the absence of such certificate, or in the event the person designated in such certificate does not appear at a meeting in person or by proxy, the vote for the UNIT may be cast at any meeting by any co-owner of the UNIT provided, however, that in the event a dispute arises between the co-owners as to how the vote for the UNIT shall be cast, or in the event the co-owners are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to cast the vote for the UNIT on the matter being voted upon at that meeting, but their membership shall be counted for purposes of determining the existence of a quorum. For purposes of this paragraph, the principals or partners of any entity (other than a corporation) owning a UNIT shall be deemed co-owners of the UNIT, and the directors and officers of a corporation owning a UNIT shall be deemed co-owners of the UNIT.

3.04 Proxies. Every member entitled to vote at a meeting of the members, or to express consent or dissent without a meeting, may authorize another person or persons to act on the member's behalf by a proxy signed by such member or his attorney-in-fact. Any proxy shall be delivered to the secretary of the meeting at or prior to the time designated in the order of business for delivering proxies. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. Every proxy shall specifically set forth the name of the person voting by proxy, and the name of the person authorized to vote proxy for him. Every proxy shall contain the date, time, and place of the meeting for which the proxy is given, and if a limited proxy shall set forth those items which the proxy holder may vote, and the manner in which the vote is to be cast.

3.05 Rights of DEVELOPER. Notwithstanding anything contained in these BYLAWS, the ARTICLES, or a DECLARATION, to the contrary, until the DEVELOPER has closed the sale of all UNITS within a CONDOMINIUM, including the UNITS in all phases contemplated by the CONDOMINIUM'S DECLARATION, no vote of the members shall be effective or may be taken without approval in writing by the DEVELOPER which would:

3.05.1 Result in the DEVELOPER being assessed as a UNIT OWNER for capital improvements;

3.05.2 Be detrimental to the sales of UNITS by the DEVELOPER. However, a nondiscriminatory increase in ASSESSMENTS for COMMON EXPENSES without discrimination against the DEVELOPER shall not be deemed to be detrimental to the sales of UNITS.

3.05.3 Adversely affect any right the DEVELOPER may have to appoint any directors, as provided in the ARTICLES, or these BYLAWS.

3.05.4 Otherwise discriminate in any respect against the DEVELOPER, or remove, limit, modify or alter any right of the DEVELOPER as provided in the CONDOMINIUM ACT, a DECLARATION, the ARTICLES, or these BYLAWS.

3.06 Multiple CONDOMINIUMS. In the event the ASSOCIATION operates more than one CONDOMINIUM, matters relating to the ASSOCIATION as a whole, or which affect the rights and interests of all, or substantially all, of the UNIT OWNERS in all of the CONDOMINIUMS operated by the ASSOCIATION, shall be voted on by the membership at large. Any matter relating to only one or more CONDOMINIUM(S), which does not affect the ASSOCIATION as a whole or the rights and interests of UNIT OWNERS in any other CONDOMINIUM operated by the ASSOCIATION shall be voted upon by the members owning UNITS in the CONDOMINIUM(S) to which the matter relates, and in that event, the

presence in person or by proxy of persons entitled to cast the votes for a majority of the UNITS in such CONDOMINIUM(S) shall constitute a quorum. If any meeting is adjourned for lack of a quorum, the quorum requirement at an adjourned meeting may be reduced to one-third (1/3) of the votes in accordance with Paragraph 3.02.2 of these BYLAWS. The decision as to whether a matter should be voted upon UNIT OWNERS in less than all of the CONDOMINIUMS operated by the ASSOCIATION, or by the membership at large, shall be determined by the BOARD, and their determination, in the absence of bad faith, shall be conclusive.

#### 4. MEMBERSHIP MEETINGS.

4.01 Who May Attend. In the event any UNIT is owned by more than one person, all co-owners of the UNIT may attend any meeting of the members. In the event any UNIT is owned by a corporation, any director or officer of the corporation may attend any meeting of the members. However, the vote for any UNIT shall be cast in accordance with the provisions of Paragraph 3 above. INSTITUTIONAL MORTGAGEES have the right to attend all members meetings.

4.02 Place. All meetings of the members shall be held at the principal office of the ASSOCIATION or at such other place and at such time as shall be designated by the BOARD and stated in the notice of meeting.

4.03 Notices. Written notice stating the place, day and hour of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given to each member entitled to vote at such meeting not less than fourteen (14) nor more than sixty (60) days before the date of the meeting, by or at the direction of the president the secretary or the officer or persons calling the meeting. Notice of any meeting where ASSESSMENTS against UNIT OWNERS are to be considered for any reason shall specifically contain a statement that ASSESSMENTS will be considered and the nature of any such ASSESSMENTS. A copy of the notice shall be posted in a conspicuous place on the property of each CONDOMINIUM at least fourteen (14) days prior to any meeting. Unless a member waives in writing his right to receive notice of a meeting by mail, the notice of any meeting shall be sent by mail to each member, and a Post Office certificate of mailing shall be obtained as to each member and retained by the ASSOCIATION as proof of such mailing. For purpose of determining members entitled to notice of, or to vote at, any meeting of the members of the ASSOCIATION, or in order to make a determination of the members for any other purpose, the BOARD shall be entitled to rely upon the member register as same exists ten (10) days prior to the giving of the notice of any meeting, and the BOARD shall not be required to take into account any changes in membership occurring after that date but may, in their sole and absolute discretion, do so. Notwithstanding the foregoing, if a UNIT is owned by more than one person or by an entity, only one notice shall be required to be given with respect to the UNIT, which may be given to any co-owner as defined in Paragraph 3.03.2 of these BYLAWS. Notice to any member or co-owner shall be sent to the UNIT of such member or co-owner, unless the UNIT OWNER(S) of the UNIT otherwise request.

4.04 Waiver of Notice. Whenever any notice is required to be given to any member under the provisions of the ARTICLES or these BYLAWS, or as otherwise provided by law, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except when the member objects at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

4.05 Annual Meeting. The annual meeting for the purpose of electing directors and transacting any other business shall be held at eight o'clock p.m. on the Third Tuesday in January of each year, or at such other time in the months of January or February of each year as shall be selected by the BOARD and as is contained in the notice of such meeting.

4.06 Special Meeting. Special meetings of the members may be called at any time by any director, the president, or at the request, in writing, by not less than Twenty-five (25%) percent of the members, or as otherwise provided by law. Such request shall state the purpose of the proposed meeting. Business transacted at all special meetings shall be confined to the subjects stated in the notice of meeting. Notice of any special meeting shall be given by the secretary, or other officer of the ASSOCIATION, to all of the members within Thirty (30) days after same is duly called, and the meeting shall be held within Forty-five (45) days after same is duly called.

4.07 Adjournments. Any meeting may be adjourned or continued by a majority vote of the members present in person or by proxy and entitled to vote, or if no member entitled to vote is present, then any officer of the ASSOCIATION, may adjourn the meeting from time to time. If any meeting is adjourned or continued to another time or place, it shall not be necessary to give any notice of the adjourned meeting, if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted at the original meeting. If the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, notice of the adjourned meeting may be given to members not present at the original meeting, without giving notice to the members which were present at such meeting. Notwithstanding the foregoing, if a meeting is adjourned for lack of a quorum, notice of the adjourned meeting must be given to all members in order for the quorum requirement at the adjourned meeting to be reduced pursuant to Paragraph 3.02.2 of these BYLAWS.

4.08 Organization. At each meeting of the members, the president, the vice-president, or any person chosen by a majority of the members present, in that order, shall act as chairman of the meeting. The secretary, or in his absence or inability to act, any person appointed by the chairman of the meeting, shall act as secretary of the meeting.

4.09 Order of Business. The order of business at the annual meetings of the members shall be:

- 4.09.1 Determination of chairman of the meeting;
- 4.09.2 Calling of the roll and certifying of proxies;
- 4.09.3 Proof of notice of meeting or waiver of notice;
- 4.09.4 reading and disposal of any unapproved minutes;
- 4.09.5 Election of inspectors of election;
- 4.09.6 Determination of number of directors;
- 4.09.7 Election of directors;
- 4.09.8 Reports of directors, officers or committees;
- 4.09.9 Unfinished business;
- 4.09.10 New business; and
- 4.09.11 Adjournment

4.10 Minutes. The minutes of all meetings of the members shall be kept in a book available for inspection by the members or their authorized representatives, and the directors, at any reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than seven years.

4.11 Actions Without a Meeting. Any action required or permitted to be taken at any annual or special meeting of the members of the ASSOCIATION may be taken without a meeting, without prior notice, and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted. Within Ten (10) days after obtaining such authorization by written consent, notice shall be given to those members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. If a UNIT is owned by more than one person or by a corporation, the consent for such UNIT as a co-owner pursuant to Paragraph 3.03.2 of these BYLAWS.

4.12 Multiple CONDOMINIUMS. In the event the ASSOCIATION operates more than one CONDOMINIUM, and in the event pursuant to Paragraph 3.06 of these BYLAWS, the owners of UNITS within less than all of the CONDOMINIUMS would be entitled to vote on any matter for which a special meeting is called, only the members owning UNITS within such CONDOMINIUM(S) shall be entitled to notice and to attend such meeting.

## 5. Directors.

### 5.01 Membership.

5.01.1 The affairs of the ASSOCIATION shall be managed by a BOARD of not less than Three (3) nor more than Seven (7) directors. So long as the DEVELOPER is entitled to appoint any director pursuant to the ARTICLES, the number of directors will be determined, and may be changed from time to time, by the DEVELOPER by written notice to the BOARD. After the DEVELOPER is no longer entitled to appoint any director, the number of directors may be changed at any meeting where the members are to elect any directors (i) by the then existing BOARD, if prior to such meeting of the members the BOARD votes to change the number of directors and such change is indicated in the notice of the meeting sent to the members, or (ii) by the members at the meeting prior to the election of directors. If the number of directors on the BOARD is not changed, then the number of directors shall be the same as the number on the BOARD prior to such meeting (plus any unfilled vacancies created by the death, resignation or removal of a director). In any event there shall always be an odd number of directors.

5.01.2 Multiple CONDOMINIUMS. Except with respect to directors appointed by the DEVELOPER, if the ASSOCIATION operates more than one CONDOMINIUM, until such time as one director is elected or appointed from each CONDOMINIUM, no two directors shall be elected or appointed from any one CONDOMINIUM, unless (i) no person from a CONDOMINIUM is nominated at a meeting to elect directors, or (ii) no person nominated from a CONDOMINIUM is able or willing to serve. For purposes of this Paragraph, any UNIT OWNER, or any person who is deemed a co-owner of a UNIT pursuant to Paragraph 3.03.2 of these BYLAWS, shall be "from the CONDOMINIUM" in which the UNIT is located.

5.02 Election of Directors by Members. Election of directors to be elected by the members of the ASSOCIATION shall be conducted in the following manner:

5.02.1 Within Sixty (60) days after the members other than the DEVELOPER are entitled to elect any directors, as provided in the CONDOMINIUM ACT and the ARTICLES, or within Sixty (60) days after the DEVELOPER notifies the ASSOCIATION that it waives its right to appoint one or more directors, the ASSOCIATION shall call, and give not less than Thirty (30) days nor more than Forty (40) days notice of a special meeting of the members to elect any directors the members are then entitled to elect, or to replace the appropriate numbers of directors previously appointed by the DEVELOPER. Such special meeting may be called and the notice given by any member shall be required to elect any directors which they are entitled to elect, and if they fail to do so any directors appointed by DEVELOPER which would have been replaced by any directors

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elected by the members may resign without further liability or obligation to the ASSOCIATION. In the event such a special meeting is called and held, at the meeting the members may elect not to hold the next annual meeting of the members if such next annual meeting would be less than Four (4) months after the date of the special meeting, and upon such election the next annual meeting of the members shall not be held.

5.02.2 Except as provided above, the members shall elect directors at the annual members' meetings.

5.02.3 Prior to any special or annual meeting at which directors are to be elected by the members, the existing BOARD may nominate a committee, which committee shall nominate one person for each director to be elected by the members, on the basis that the number of directors to serve on the BOARD will not be altered by the members at the members' meeting. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

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

5.03 Term of Office. All directors elected by the members, shall hold office until the next annual meeting of the members and until their successors are duly elected, or until such director's death, resignation or removal, as hereinafter provided or as otherwise provided by statute or by the ARTICLES.

5.04 Organizational Meeting. The newly elected BOARD shall meet for the purposes of organization, the election of officers and the transaction of other business immediately after their election or within Ten (10) days of same at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

5.06 Special Meetings. Special meetings of the BOARD may be called by any director, or by the president, at any time.

5.07 Notice of Meeting. Notice of each meeting of the BOARD shall be given by the secretary, or by any other officer or director, which notice shall state the day, place and hour of the meeting. Notice of such meeting shall be delivered to each director either personally or by telephone or telegraph, at least Forty-eight (48) hours before the time at which such meeting is to be held, or by first class mail, postage prepaid, addressed to such director at his residence, or usual place of business, at least Three (3) days before the day on which such meeting is to be held. Notice of a meeting of the BOARD need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting, an objection to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the BOARD need be specified in any notice of waiver of notice of such meeting.

5.08 Attendance at BOARD Meetings. All meetings of the BOARD shall be open to all members and INSTITUTIONAL MORTGAGEES, and notice of such meetings shall be posted conspicuously on the CONDOMINIUM PROPERTY of each CONDOMINIUM operated by the ASSOCIATION at least Forty-eight (48) hours in advance of such meeting, except in the event of an emergency. Except for members serving as directors, or specifically invited by the directors to participate in a meeting, the members shall not be entitled to participate

in any meeting of the BOARD, but shall only be entitled to act as observers. In the event a member not serving as a director or invited by the directors to participate in a meeting attempts to become more than a mere observer at such meeting, or conducts himself in a manner detrimental to the carrying on of such meeting, then any director may expel said member from the meeting by any reasonable means which may be necessary to accomplish such an 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 such meeting. A director may appear at a BOARD meeting by telephone conference, but in that event a telephone speaker shall be attached so that any discussion may be heard by the directors and members present as in an open meeting.

5.09 Quorum and Manner of Acting. A majority of the directors determined in the manner provided in these BYLAWS shall constitute a quorum for the transaction of any business at a meeting of the BOARD. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the BOARD, unless the act of a greater number of directors is required by statute, the CONDOMINIUM ACT, a DECLARATION, the ARTICLES, or these BYLAWS. A director may join by written concurrence in any action taken at a meeting of the BOARD but such concurrence may not be used for the purposes of creating a quorum.

5.10 Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum exists, may adjourn any meeting of the BOARD to another place and time. Notice of any such adjourned meeting shall be given to the directors who are not present at the time of the adjournment, and, unless the time and place of the adjourned meeting are announced at the time of adjournment, to the other directors. If the time and place of the adjourned meeting is announced at the time of the adjournment, notice of the adjourned meeting need not be posted on the CONDOMINIUM PROPERTY, otherwise notice shall be so posted at least Forty-eight (48) hours in advance of the adjourned meeting, or if the adjourned meeting is less than Forty-eight (48) hours from the meeting which was adjourned, as soon as practicable. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

5.11 Presiding Officer. The presiding officer of the BOARD meetings shall be the chairman of the BOARD if such an officer is elected; and if none, the president of the ASSOCIATION shall preside. In the absence of the presiding officer the directors shall designate one of their members to preside.

5.12 Order of Business. The order of business at a BOARD meeting shall be:

- 5.12.1 Calling of role;
- 5.12.2 Proof of due notice of meeting;
- 5.12.3 Reading and disposal of any unapproved minutes;
- 5.12.4 Reports of officers and committees;
- 5.12.5 Election of officers;
- 5.12.6 Unfinished business;
- 5.12.7 New business; and
- 5.12.8 Adjournment

5.13 Minutes of Meetings. The minutes of all meetings of the BOARD shall be kept in a book available for inspection by the members of the ASSOCIATION, or their authorized representatives, and the directors at any

reasonable time. The ASSOCIATION shall retain these minutes for a period of not less than Seven (7) years.

5.14 Committees. The BOARD may, by resolution duly adopted, appoint committees. Any committee shall have and may exercise such powers, duties and functions as may be determined by the BOARD from time to time, which may include any powers which may be exercised by the BOARD and which are not prohibited by law from being exercised by a committee.

5.15 Resignation. Any director may resign at any time by giving written notice of his resignation to another director or officer. Any such resignation shall take effect at the time specified therein or, if the time when such resignation is to become effective is not specified therein, immediately upon its receipt; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.16 Removal of Directors. Directors may be removed as follows:

5.16.1 Any director other than a director appointed by the DEVELOPER may be removed by majority vote of the remaining directors, if such director (a) has been absent for the last Three (3) consecutive BOARD meetings, and/or adjournments and continuances of such meeting; or 9b) is a UNIT OWNER and has been delinquent for more than Thirty (30) days after written notice in the payment of ASSESSMENTS or other monies owed to the ASSOCIATION.

5.16.2 Any director other than a director appointed by the DEVELOPER may be removed with or without cause by the vote of a majority of the members of the ASSOCIATION at a special meeting of the members called by not less than Ten (10%) percent of the members of the ASSOCIATION expressly for that purpose. The vacancy on the BOARD caused by any such removal may be filled by the members at such meeting or, if the members shall fail to fill such vacancy, by the BOARD, as in the case of any other vacancy on the BOARD.

5.17 Vacancies.

5.17.1 Vacancies in the BOARD may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and a director so chosen shall hold office until the next annual election and until his successor is duly elected, unless sooner displaced. If there are no directors, then a special election of the members shall be called to elect the directors. Notwithstanding anything contained herein to the contrary, the DEVELOPER at all times shall have the right to appoint the maximum number of directors permitted by the CONDOMINIUM ACT and by the ARTICLES, and any vacancies on the BOARD may be filled by the DEVELOPER to the extent that the number of directors then serving on the BOARD which were appointed by the DEVELOPER is less than the number of directors the DEVELOPER is then entitled to appoint.

5.17.2 In the event the ASSOCIATION fails to fill vacancies on the BOARD sufficient to constitute a quorum in accordance with these BYLAWS, and UNIT OWNER may apply to the Circuit Court of the County in which the CONDOMINIUM is located for the appointment of a receiver to manage the affairs of the ASSOCIATION. At least Thirty (30) days prior to applying to the Circuit Court, the UNIT OWNER shall mail to the ASSOCIATION and post in a conspicuous place on the CONDOMINIUM PROPERTY a notice describing the intended action giving the ASSOCIATION the opportunity to fill the vacancies. If during such time the ASSOCIATION fails to fill the vacancies, the UNIT OWNER may proceed with the petition. If a receiver is appointed, the ASSOCIATION shall be responsible for the salary of the receiver, court costs, and attorney's fees. The receiver shall have all powers and duties of a duly constituted member of the BOARD, and shall serve until the ASSOCIATION fills vacancies on the BOARD sufficient to constitute a quorum.

5.18 Directors Appointed by the DEVELOPER. Notwithstanding anything



contained herein to the contrary, the DEVELOPER shall have the right to appoint the maximum number of directors in accordance with the privileges granted to the DEVELOPER pursuant to the CONDOMINIUM ACT and the ARTICLES. All directors appointed by the DEVELOPER shall serve at the pleasure of the DEVELOPER, and the DEVELOPER shall have absolute right, at any time, and in its sole discretion, to remove any director appointed by it, and to replace such director with another person to serve on the BOARD. Replacement of any director appointed by the DEVELOPER shall be made by written instrument delivered to any officer or any other director, which instrument shall specify the name of the person designated as successor director. The removal of any director and the designation of his successor by the DEVELOPER shall become effective immediately upon delivery of such written instrument by the DEVELOPER.

5.19 Compensation. Directors shall not be entitled to any compensation unless the members elect to pay them compensation, and set the amount of such compensation at any meeting of the members.

5.20 Powers and Duties. The directors shall have the right to exercise all of the powers and duties of the ASSOCIATION, express or implied, existing under these BYLAWS, the ARTICLES, a DECLARATION, the CONDOMINIUM ACT, or as otherwise provided by statute or law. Such powers and duties of the directors shall include, without limitation (except as limited elsewhere herein), the following:

5.20.1 The operation, care, upkeep and maintenance of COMMON ELEMENTS and of a CONDOMINIUM and the ASSOCIATION.

5.20.2 The determination of the expenses required for the operation of a CONDOMINIUM and the ASSOCIATION.

5.20.3 The collection of ASSESSMENTS from UNIT OWNERS required to pay same.

5.20.4 The employment and dismissal of personnel necessary for the maintenance and operation of the COMMON ELEMENTS.

5.20.5 The adoption and amendment of rules and regulations covering the details of the operation and use of CONDOMINIUM PROPERTY.

5.20.6 Maintaining bank accounts on behalf of the ASSOCIATION and designating signatories required thereof.

5.20.7 Purchasing, leasing or otherwise acquiring UNITS in the name of the ASSOCIATION, or its designee.

5.20.8 Purchasing UNITS at foreclosure or other judicial sales, in the name of the ASSOCIATION or its designee.

5.20.9 Selling, leasing, mortgaging, or otherwise dealing with UNITS acquired by, and subleasing UNITS leased by, the ASSOCIATION or its designee.

5.20.10 The organization of corporations to act as designees of the ASSOCIATION in acquiring title to UNITS or leasing UNITS by the ASSOCIATION.

5.20.11 Obtaining and reviewing insurance.

5.20.12 Making of repairs, additions and improvements to, or alterations of, CONDOMINIUM PROPERTY or property owned by the ASSOCIATION, and repairs to and restoration of CONDOMINIUM PROPERTY and property owned by the ASSOCIATION, in accordance with the provisions of the respective DECLARATION, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

5.20.13 The enforcement of the obligations of the UNIT OWNERS, the

allocation of profits and expenses, and the performance of anything and everything else necessary and proper for the sound management of a CONDOMINIUM.

5.20.14 Levying reasonable fines against UNIT OWNERS for violations of the CONDOMINIUM ACT, a DECLARATION, the ARTICLES, these BYLAWS, or the rules and regulations established to govern the conduct of the UNIT OWNERS.

5.20.15 Purchasing or leasing a UNIT for use by a resident superintendent.

5.20.16 Borrowing money on behalf of the ASSOCIATION when required in connection with the operation, care, upkeep, and maintenance of the COMMON ELEMENTS; provided, however, that (i) the consent of the UNIT OWNERS of at least Two-thirds (2/3) of the UNITS, obtained at a meeting duly called and held for such purpose in accordance with the provisions of these BYLAWS, shall be required for the borrowing of any sum in excess of Ten thousand (\$10,000.00) Dollars; and (ii) no lien to secure repayment of any sum borrowed may be created on any UNIT without the consent of the owner of such UNIT. If any sum in this subparagraph 5.20.16 is not repaid by the ASSOCIATION, a UNIT OWNER, who pays to the creditor a proportion thereof equal to his percentage interest in the COMMON ELEMENTS, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the UNIT OWNER'S UNIT.

5.20.17 Contracting for the management and maintenance of CONDOMINIUM PROPERTY authorizing a management agent or company (which may be an affiliate of the DEVELOPER) to assist the ASSOCIATION in carrying out its powers and duties by performing such functions as the submission of proposals, preparation of budgets, 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, as well as exercising such other powers and rights delegated to it by the ASSOCIATION, which powers and rights are vested in the ASSOCIATION and its directors and officers shall, however, retain at all times the powers and duties granted by all 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.

5.20.18 Exercising all powers specifically set forth in each DECLARATION, the ARTICLES, these BYLAWS, the CONDOMINIUM ACT, and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

5.20.19 Suspending the right of any UNIT OWNER to use the recreational facilities of any CONDOMINIUM operated by the ASSOCIATION, so long as said UNIT OWNER is delinquent in the payment of ASSESSMENTS.

5.20.20 Imposing a reasonable fee in connection with the approval of the transfer, lease, sale, encumbrance or sublease of UNITS not exceeding any maximum fee prescribed by law from time to time.

5.20.21 Entering into and upon UNITS when necessary and with as little inconvenience to the owner as possible in connection with maintenance, care and preservation of the COMMON ELEMENTS of a CONDOMINIUM.

5.20.22 Collecting delinquent ASSESSMENTS by suit or otherwise, abating nuisances, and enjoining or seeking damages from UNIT OWNERS for violations of these BYLAWS and the terms and conditions of a DECLARATION or of the Rules and Regulations of the ASSOCIATION.

5.20.23 Acquiring and entering into agreements whereby the ASSOCIATION acquires leaseholds, memberships, and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of a CONDOMINIUM operated by the ASSOCIATION, intended to provide for the

enjoyment, recreation, or other use and benefit of the UNIT OWNERS, and declaring expenses in connection therewith to be COMMON EXPENSES; all in such form and in such manner as may be deemed by the BOARD to be in the best interest of the ASSOCIATION; and the participation in the acquisition of any interest in lands or facilities for the foregoing purposes may be direct or indirect, meaning , without limiting the generality of the foregoing, by direct ownership of land or acquisition of stock in a corporation owning land.

## 6. OFFICERS.

6.01 Members and Qualifications. The officers of the ASSOCIATION shall include a president, a vice-president, a treasurer and a secretary, all of whom shall be elected by the directors and may be pre-emptively removed from office with or without cause by the directors. Any person may hold two or more offices except that the president shall not also be the secretary. The BOARD may, from time to time, elect such other officers and designate their powers and duties as the BOARD shall find to be appropriate to manage the affairs of the ASSOCIATION from time to time. Each officer shall hold office until the meeting of the BOARD following the next annual meeting of the members, or until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall have resigned, or until he shall have been removed, as provided in these BYLAWS.

6.02 Resignations. Any officer may resign at any time by giving written notice of his resignation to any director or officer. Any such resignation shall take effect at the time specified therein, or if there is no time specified therein, immediately upon its receipt; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make such resignation effective.

6.03 Vacancies. A vacancy in any office, whether arising from death, resignation, removal or any other cause may be filled for the unexpired portion of the term of the office which shall be vacant in the manner prescribed in these BYLAWS for the regular election or appointment of such office.

6.04 The President. The president shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of president of an association or corporation including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion deem appropriate to assist in the conduct of the affairs of the ASSOCIATION.

6.05 The Vice-President. The vice-president shall, in the absence or disability of the president, exercise the powers and perform the duties of the president. He shall also assist the president generally and exercise such other powers and perform such other duties as may be prescribed by the directors.

6.06 The Secretary. The secretary shall prepare and keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a seal when duly executed. He shall keep the records of the ASSOCIATION, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an ASSOCIATION, and as may be required by the directors or the president.

6.07 The Treasurer. The treasurer shall have custody of all property of the ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep books of account for the ASSOCIATION in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the BOARD for examination at reasonable times. He shall submit a Treasurer's Report to the BOARD at reasonable intervals and shall perform all other duties incident to the

office of treasurer. He shall collect all ASSESSMENTS and shall report to the BOARD the status of collections as requested.

6.08 compensation. The officers shall not be entitled to compensation unless the BOARD specifically votes to compensate them. However, neither this provision, nor the provision that directors will not be compensated unless otherwise determined by the members, shall preclude the BOARD from employing a director or an officer as an employee of the ASSOCIATION and compensating such employee, nor shall they preclude the ASSOCIATION from contracting with a director for the management of property subject to the jurisdiction of the ASSOCIATION, or for the provision of services to the ASSOCIATION, and in either such event to pay such director a reasonable fee for such management or provision of services.

## 7. FINANCES AND ASSESSMENTS.

### 7.01 Adoption of the Budget.

7.01.1 Within Forty-five (45) days prior to the commencement of any fiscal year of the ASSOCIATION, the BOARD shall adopt a budget for such fiscal year, necessary to defray the COMMON EXPENSES for such fiscal year. The COMMON EXPENSES shall include all expenses of any kind or nature whatsoever incurred, or to be incurred, by the ASSOCIATION for the operation of the CONDOMINIUMS operated by the ASSOCIATION, and for the proper operation of the ASSOCIATION itself, including, but not limited to, the expenses of the operation, maintenance, repair, or replacement of COMMON ELEMENTS or property owned by the ASSOCIATION; costs of carrying out the powers and duties of the ASSOCIATION; all insurance premiums and expenses, including fire insurance and extended coverage; reasonable reserves for purchases, deferred maintenance, replacements, betterments, and unknown contingencies; and all other expenses designated as COMMON EXPENSES by these BYLAWS, and DECLARATION, the CONDOMINIUM ACT, or any other statute or law of the State of Florida. The proposed annual budget of the ASSOCIATION shall be detailed and shall show the amounts budgeted by accounts in expense classifications including where applicable, but not limited to, the following: Administration of the ASSOCIATION, management fees, maintenance, expenses for recreational and other commonly used facilities, taxes upon ASSOCIATION property, taxes upon leased areas, insurance, security provisions other expenses, operating capital, reserves, and any fees payable to the Division of Florida Land Sales and Condominiums.

7.01.2 The BOARD shall mail, or cause to be mailed, a meeting notice and copies of the proposed annual budget of COMMON EXPENSES to all members not less than Thirty (30) days prior to the meeting at which the budget will be considered by the directors, which meeting shall be open to the UNIT OWNERS.

7.01.3 If an adopted budget requires ASSESSMENTS against UNIT OWNERS (members) in any fiscal or calendar year exceeding 115% of ASSESSMENTS for the proceeding year, the BOARD, upon written application of 10% of the members to the BOARD, shall call a special meeting of the members within Thirty (30) days after the presentation of such application, upon not less than Ten (10) days written notice to each member. At the special meeting so called, UNIT OWNERS shall consider and ratify the budget, or enact an alternative budget by a vote of not less than a majority of all members. In the alternative, the BOARD may propose any budget to the UNIT OWNERS at a meeting of the members or in writing, and if the budget or proposed budget is approved by the UNIT OWNERS at the meeting or by a majority of all UNIT OWNERS in writing, the budget shall be adopted. In determining whether ASSOCIATION exceed 115% of similar ASSESSMENTS in prior years any authorized provisions, for reasonable reserves for repair or replacement of the CONDOMINIUM PROPERTY, expenses by the ASSOCIATION which are not anticipated to be incurred on a regular or annual basis, or ASSESSMENTS for betterments to any CONDOMINIUM PROPERTY shall be excluded from the computation. However, as long as the DEVELOPER is in control of the BOARD, the BOARD shall not impose an ASSESSMENT for

any year greater than 115% of the prior fiscal or calendar year's ASSESSMENT without approval of a majority of all of the UNIT OWNERS.

7.01.4 In the event the ASSOCIATION operates more than one CONDOMINIUM, the ASSOCIATION shall establish a separate budget for each CONDOMINIUM operated by it. Where practicable, the BOARD shall determine COMMON EXPENSE items particularly relating to each CONDOMINIUM, which shall only be included in the budget of such CONDOMINIUM. COMMON EXPENSE items relating to more than one CONDOMINIUM or to all CONDOMINIUMS, specifically including expenses relating to any recreational facilities which may be used by UNIT OWNERS in more than one CONDOMINIUM, shall be shared among the CONDOMINIUMS in which the expense items relate to in the proportion that the number of UNITS in all of the CONDOMINIUMS for which the expense items relate to, unless the BOARD determines such allocation is unjust and inappropriate and agrees upon a different method of allocating the COMMON EXPENSES items. In the event the ASSOCIATION operates more than one CONDOMINIUM, the method of allocating the expenses relating to more than one CONDOMINIUM shall be set forth upon the various budgets, and the above provisions relating to the adoption of the budgets by the BOARD, the mailing of copies to the members, and the necessity of membership approval shall apply to each such budget.

7.01.5 If, after the adoption of any budget, it shall appear that the adopted budget is insufficient to provide adequate funds to defray the COMMON EXPENSES of the ASSOCIATION for the fiscal year which the adopted budget applies to, the BOARD may adopt an amended budget to provide such funds. All of the above provisions shall apply to the adoption, and any necessary member approval, of an amended budget.

#### 7.02 ASSESSMENTS and ASSESSMENT Roll.

7.02.1 As soon as practicable after the adoption of a budget, or an amended budget, the BOARD shall fix and determine the amount and frequency of ASSESSMENTS to be made against the members, pursuant to each DECLARATION. However, ASSESSMENTS shall be made against the members not less frequently than quarterly, and in an amount no less than required to provide funds in advance for payment of all of the operating expenses previously incurred. The periodic ASSESSMENTS to be made against the members, whether quarterly, monthly or otherwise, shall be equal unless the BOARD determines unequal ASSESSMENTS are required to provide funds in advance for the expenses of the ASSOCIATION, including previously incurred and unpaid expenses. As soon as practicable after the determination of the ASSESSMENTS to be made against the UNIT OWNERS, the ASSOCIATION shall notify the members, in writing, of the amount of such members' ASSESSMENT, the time or times when same are due, and the method of the payment of same.

7.02.2 From time to time the BOARD shall have the right to, by majority vote, adopt special ASSESSMENTS or ASSESSMENTS for emergencies with respect to any or all of the CONDOMINIUMS operated by the ASSOCIATION. Any such special ASSESSMENTS or ASSESSMENTS for emergencies shall not be deemed an amendment to the budget of the ASSOCIATION, and shall not require the approval of the members, so long as the ASSOCIATION are made for items which are not anticipated to be incurred on a regular or annual basis, or are for betterments to any CONDOMINIUM PROPERTY within a CONDOMINIUM operated by the ASSOCIATION or to any property owned by the ASSOCIATION. Upon the adoption of any such special ASSESSMENT, or ASSESSMENT for an emergency, the shall determine the amount of same required to be paid by any UNIT OWNER, which shall be in the same proportion as a UNIT OWNER'S share of the COMMON EXPENSES of the CONDOMINIUM for which the ASSESSMENT applies, and shall notify the appropriate UNIT OWNERS of the amount of their ASSESSMENTS, and when and where same shall be paid.

7.02.3 The ASSOCIATION shall maintain an ASSESSMENTS roll for each UNIT of each CONDOMINIUM operated by the ASSOCIATION, designating the name and current mailing address of the UNIT OWNER, the amount of each ASSESSMENTS against such UNIT OWNER, the dates and amounts in which the ASSESSMENTS come due, the amounts paid upon the account of the UNIT OWNER,

and the balance due.

7.03 Depositories. The funds of the ASSOCIATION shall be deposited in such banks and depositories as may be determined and approved by appropriate resolutions of the BOARD from time to time. Funds shall be withdrawn only upon checks and demands for money signed by such officers, directors or other persons as may be designated by the BOARD.

7.04 Application of Payments and Comingling of Funds. All sums collected by the ASSOCIATION from ASSESSMENTS may be comingled in a single fund or divided into more than one fund, as determined by the BOARD. However, in the event the ASSOCIATION operates more than one CONDOMINIUM, a separate fund shall be established for each such CONDOMINIUM, and the portion of all sums collected by the ASSOCIATION for expenses relating only to that CONDOMINIUM shall be kept in such fund.

7.05 Accounting Records and Reports. The ASSOCIATION shall maintain accounting records for each CONDOMINIUM it operates, according to good accounting practices. The records shall be open to inspection by UNIT OWNERS and INSTITUTIONAL MORTGAGEES or their authorized representatives, at reasonable times, and written summaries of the reports shall be supplied at least annually to UNIT OWNERS or their authorized representatives. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) the ASSESSMENT roll of the members referred to above. The BOARD may, and upon the vote of a majority of the members shall, conduct an audit of the accounts of the ASSOCIATION by a public accountant, and if such an audit is made, a copy of the report shall be furnished to each member, or their authorized representative, within Fifteen (15) days after same is completed.

7.06 Reports. Within Sixty (60) days following the end of the fiscal year of the ASSOCIATION, the BOARD shall mail or furnish by personal delivery to each UNIT OWNER a complete financial report of actual receipts and expenditures for the previous Twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to, the following: (i) security, (ii) professional and management fees and expenses, (iii) taxes, (iv) costs for recreational facilities, (v) expenses for refuse collection and utilities services, (vi) expenses for lawn care and maintenance, (vii) cost for building maintenance and repair, (viii) insurance costs, (ix) administrative and salary expenses, and (x) general reserves, maintenance reserves, and depreciation reserves. Any INSTITUTIONAL MORTGAGEE has the right to receive such reports upon request to the ASSOCIATION.

## 8. PARLIAMENTARY RULES.

8.01 Robert's Rules of Order (latest edition) shall govern the conduct of the ASSOCIATION meetings when not in conflict with any DECLARATION, the ARTICLES or these BYLAWS.

## 9. AMENDMENTS.

Except as otherwise provided, these BYLAWS may be amended in the following manner:

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

9.02 Initiation. A resolution to amend these BYLAWS may be proposed either by any director, or by or at the direction of Ten (10%) percent or more of the members of the ASSOCIATION. No BYLAWS shall be revised or amended by reference to its title or number only. Proposals to amend existing BYLAWS shall contain the full text of the BYLAWS to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so

extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of BYLAW. See BYLAW \_\_\_\_\_ for the present text." Non-material errors or omissions in the BYLAW process shall not invalidate an otherwise properly promulgated amendment.

#### 9.03 Adoption of Amendments.

9.03.1 A resolution for the adoption of the proposed amendment shall be adopted either: (a) by unanimous vote of all of the directors; or (b) by not less than a majority of the votes of the entire membership of the ASSOCIATION, provided, however, that any amendment relating only to a particular CONDOMINIUM operated by the ASSOCIATION need only be approved by a majority of the votes of the members residing in such CONDOMINIUM. Any amendment approved by the members may provide that the BOARD may not further amend, modify or repeal such amendment.

9.03.2 Notwithstanding anything contained herein to the contrary, until a majority of the BOARD is elected by UNIT OWNERS other than the DEVELOPER, these BYLAWS may be amended by majority vote of the BOARD, without the vote or approval of the members of the ASSOCIATION.

9.04 No amendment shall make any changes in the qualification for membership nor in the voting rights or property rights of members without approval by all of the members and the joinder of all record owners of mortgages upon the UNITS. No amendment shall be made that is in conflict with the CONDOMINIUM ACT, a DECLARATION, or the ARTICLES. Prior to the closing of the sale of all UNITS that will be ultimately operated by the ASSOCIATION, including UNITS in all phases in a CONDOMINIUM as contemplated by its DECLARATION, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the DEVELOPER, unless the DEVELOPER shall join in the execution of the amendment, including, but not limited to, any right of the DEVELOPER to appoint directors.

9.05 No amendment to these BYLAWS shall be made which discriminates against any UNIT OWNER(S), or affects less than all of the UNIT OWNERS within a CONDOMINIUM, without the written approval of all of the UNIT OWNERS so discriminated against or affected. In the event the ASSOCIATION operates more than one CONDOMINIUM, no amendment to these BYLAWS shall be made which discriminates against the UNIT OWNERS in any CONDOMINIUM(S), or affects the UNIT OWNERS in less than all of the CONDOMINIUMS operated by the ASSOCIATION, without the written approval of a majority of the UNIT OWNERS within the CONDOMINIUM(S) so discriminated against or affected. No amendment to these BYLAWS shall be made which would discriminate against, or affect, the future rights of any UNIT OWNER in any CONDOMINIUM which may be constructed on any portion of the property described in Exhibit "A" of the ARTICLES, without the written approval of the owner of the property on which the CONDOMINIUM(S) so discriminated against or affected may be constructed.

9.06 Execution and Recording. No modification of, or amendment to, the BYLAWS shall be valid until recorded in the public records of the county in which the CONDOMINIUM is located.

10. RULES AND REGULATIONS. From time to time the BOARD may enact rules and regulations governing the details of the operation and use of the COMMON ELEMENTS, not in conflict with the CONDOMINIUM ACT, any DECLARATION, the ARTICLES or these BYLAWS. Any such rule or regulation may be enforced by the ASSOCIATION against any member of the ASSOCIATION. Any such rule or regulation may be repealed, but not modified or amended, by a vote of the members, and any such rule or regulation repealed by the members may not be re-enacted by the BOARD without the approval of a majority of the members. However, the members shall not have the right to enact any rule or

regulation.

11. MISCELLANEOUS.

11.01 Tenses and Genders. The use of any gender or of any tense in these BYLAWS shall refer to all genders or to all tenses, wherever the context so requires.

11.02 Partial Invalidity. Should any of the provisions hereof be void or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

11.03 Conflicts. In the event of any conflict, the CONDOMINIUM ACT, any other statute, any DECLARATION, the ARTICLES, these BYLAWS, and the Rules and Regulations of the ASSOCIATION shall govern, in that order.

11.04 Captions. Captions are inserted herein only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these BYLAWS or the intent of any provisions hereof.

11.05 Waiver of Objections. The failure of the BOARD or any officers of the ASSOCIATION to comply with any terms and provisions of any DECLARATION, the ARTICLES, or these BYLAWS which relate to time limitations shall not, in and of itself, invalidate the act done or performed. Any such failure shall be waived if it is not objected to by a member of the ASSOCIATION within Ten (10) days after the member is notified, or becomes aware, of the failure. Furthermore, if such failure occurs at a general or special meeting, the failure shall be waived as to all members who received notice of the meeting or appeared and failed to object to such failure at the meeting.

The foregoing was adopted as the BYLAWS of the ASSOCIATION at the First Meeting of the BOARD on the 11<sup>th</sup> day of March, 1983.

E.C. Jensen  
BY: E.C. JENSEN, Director

W.R. Harris  
BY: W.R. HARRIS, Director



RULES AND REGULATIONS

OF

FOREST PARK SOUTH I CONDOMINIUM ASSOCIATION OF CORAL SPRINGS, INC.

THE RULES AND REGULATIONS HEREINAFTER ENUMERATED AS TO THE CONDOMINIUM PROPERTY, THE COMMON ELEMENTS, THE CONDOMINIUM UNITS AND THE CONDOMINIUM IN GENERAL SHALL BE DEEMED IN EFFECT UNTIL AMENDED AS PROVIDED BY THE BYLAWS OF THE ASSOCIATION AND SHALL APPLY TO AND BE BINDING UPON ALL UNIT OWNERS. THE UNIT OWNERS SHALL AT ALL TIMES OBEY SAID RULES AND REGULATIONS AND SHALL SEE THAT THEY ARE OBEYED BY THEIR FAMILIES, GUESTS, INVITEES, SERVANTS, LESSEES, PERSONS FOR WHOM THEY ARE RESPONSIBLE AND PERSONS OVER WHOM THEY EXERCISE CONTROL AND SUPERVISION. VIOLATION OF THESE RULES AND REGULATIONS MAY SUBJECT THE VIOLATOR TO ANY AND ALL REMEDIES AVAILABLE TO THE CONDOMINIUM ASSOCIATION AND OTHER UNIT OWNERS PURSUANT TO THE TERMS OF THE DECLARATION OF CONDOMINIUM, THE ARTICLES OF INCORPORATION OF THE ASSOCIATION, THE BYLAWS OF THE ASSOCIATION AND BY INJUNCTION OR OTHER LEGAL MEANS AND THE ASSOCIATION SHALL BE ENTITLED TO RECOVER IN SAID ACTIONS ANY AND ALL COURT COSTS INCURRED BY IT, TOGETHER WITH REASONABLE ATTORNEYS' FEES, IN ADDITION TO ANY REMEDIES OR RIGHTS WHICH THE ASSOCIATION OR ANY UNIT OWNER MAY HAVE TO RECOVER DAMAGES, COSTS AND ATTORNEYS FEES AGAINST ANY PERSON VIOLATING THE RULES AND REGULATIONS OR THE DECLARATION OF CONDOMINIUM AND ANY OF THE EXHIBITS THERETO. THE BOARD OF DIRECTORS MAY, FROM TIME TO TIME, ADOPT NEW RULES AND REGULATIONS OR AMEND OR REPEAL PREVIOUSLY ADOPTED RULES AND REGULATIONS. ANY WAIVERS, CONSENTS OR APPROVALS GIVEN UNDER THESE RULES AND REGULATION BY THE BOARD OF DIRECTORS SHALL BE REVOCABLE AT ANY TIME AND SHALL NOT BE CONSIDERED AS A WAIVER, CONSENT OR APPROVAL FOR ANY OTHER PURPOSE OTHER THAN THAT WHICH IS IDENTIFIED AT THE TIME OF THE GIVING OF SUCH WAIVER, CONSENT OR APPROVAL.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS: No UNIT OWNER shall make, cause to be made or allow to be made, any alteration and/or structural modification to his CONDOMINIUM UNIT or to the COMMON ELEMENTS without the prior written consent of the Board of Directors and, where applicable, any mortgagee.

2. ANTENNA AND WIRING: No radio, television, or air conditioning installation or other wiring shall be made without the written consent of the Board of Directors. Any aerial or antenna erected or installed on the roof or exterior walls of the building without the consent of the Board of Directors, in writing, is subject to removal, without notice, and at the cost of the UNIT OWNER for whose benefit the installation was made.

3. UNIT USE: UNITS shall not be used for commercial or business purposes and shall only be used as residences.

4. BUILDING EMPLOYEES, CONTRACTORS AND DEVELOPER'S EMPLOYEES: No UNIT OWNER or member of his family or guest shall give orders or instructions to building employees, contractors or the DEVELOPER'S employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.

5. CHILDREN: Each UNIT OWNER shall be solely responsible for the actions and any damage caused by his children or children visiting him. UNIT OWNERS shall be responsible for and shall require their children and visiting children to comply with all Rules and Regulations concerning the recreational facilities. Children under Twelve (12) years of age shall not be allowed in the pool and deck area unless accompanied by an adult at all times.

6. CLEANLINESS: Each UNIT OWNER shall maintain his UNIT, and especially the exterior of his UNIT, in a clean and orderly manner, and in a manner which will not be offensive to any other UNIT OWNER. No linen, towels,

clothing, or other items shall be placed or hung on the exterior of any UNIT, except on clotheslines or in areas, if any, installed or approved by the Board of Directors. All debris on the exterior of a UNIT shall be picked up regularly.

7. COMPLAINTS: All complaints of UNIT OWNERS shall be made in writing and delivered to the person designated for such purpose by the Board of Directors or to a member of the Board of Directors.

8. CONDUCT: No person shall engage in loud and boisterous or other disorderly profane, indecent, immoral, or unlawful conduct on any portion of the CONDOMINIUM PROPERTY, including, without limitation, inside any dwelling UNITS or in any common area.

9. DAMAGED COMMON ELEMENTS: The cost of repairing damage to COMMON ELEMENTS, including but not limited to the CONDOMINIUM buildings and landscaped areas, caused by a UNIT OWNER, his children, his guests or his invitees, shall be the sole responsibility of such UNIT OWNER.

10. DELIVERIES: The ASSOCIATION shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the ASSOCIATION or the employees of the DEVELOPER, and all parties delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

11. EXTERIOR APPEARANCE: No improvements may be made or placed upon the exterior of any UNIT or on any of the COMMON ELEMENTS of the CONDOMINIUM without the prior written consent of the Board of Directors. Any consent of the Board of Directors to any improvement to be made in or on the exterior of any UNIT, or to anything to be placed therein or thereon, may be withheld on purely aesthetic grounds, in the sole discretion of the Board of Directors.

12. FLAMMABLE MATERIALS: No flammable, combustible or explosive fluid, chemical or substance shall be kept within any portion of the CONDOMINIUM PROPERTY, including, without limitation, in any living UNIT, storage area or COMMON ELEMENT area, except as required for normal household use.

13. GUEST OCCUPANCY: Temporary guests are permitted to reside in any UNIT so long as a UNIT OWNER or an approved tenant or occupant is present and so long as such guests do not create or cause an unreasonable source of noise, annoyance or disturbance to the other UNIT OWNERS and permanent residents of the CONDOMINIUM. All temporary guests shall be required to comply with all of the Rules and Regulations of the CONDOMINIUM and other obligations created by the DECLARATION of CONDOMINIUM and its exhibits. The Board of Directors reserves the right to limit the number of temporary guests which may reside in a UNIT at any time. The Board of Directors reserves the right to expel any temporary guest who violates the foregoing requirements.

14. GUNS: No guns shall be permitted to be discharged on any portion of the CONDOMINIUM PROPERTY, including the common areas and living UNITS, except as might be permitted in the event of an emergency pursuant to the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, dart guns, BB guns, and sling shots.

15. HURRICANE PREPARATIONS: Each UNIT OWNER who resides in his unit and who plans to be absent from his UNIT during the hurricane season must prepare his UNIT prior to his departure by:

A. Removing all furniture, plants and other moveable objects from the exterior portion of his UNIT.

B. Designating a responsible firm or individual to care for his UNIT should the UNIT suffer hurricane damage, and furnish the Board of

Directors, or the person designated by the Board of Directors for such purpose, with the name of said firm or individual.

C. Any UNIT OWNER failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other UNIT OWNERS and/or to the COMMON ELEMENTS resulting from such failure.

16. INSURANCE RATES: No UNIT OWNER shall permit or suffer anything to be done or kept in his UNIT which will increase the rate of insurance on the CONDOMINIUM PROPERTY.

17. MOTORCYCLES: Motorcycles will not be parked or placed in any area other than in designated motor vehicle parking spaces. No motorcycles will be driven upon common areas other than roadways and parking areas. All motorcycles will be equipped with appropriate noise muffling equipment, and the Board of Directors shall be authorized to bar from the CONDOMINIUM PROPERTIES any motorcycle or other motor vehicle that causes an abuse of normal noise levels. No motorcycles shall be permitted to be parked in the parking spaces or parking areas or any other portions of the COMMON ELEMENTS overnight, unless the motorcycle is the principal means of transportation of the UNIT OWNER, his tenant, or his guests. Any damage done to the common elements, including, but not limited to pavement, as a result of motorcycle kick-stands or other use of motorcycles, shall be the sole responsibility of the owner of the motorcycle causing such damage and/or the unit owner to whom the motorcycle owner was a guest or invitee.

18. NUISANCES: No UNIT OWNER shall make or permit any disturbing noises any place upon the CONDOMINIUM PROPERTY by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other UNIT OWNERS. No phonograph, television, radio, sound amplifier or other sound equipment may be played or operated in such manner that same disturbs or annoys other occupants of the CONDOMINIUM.

19. PARKING: Parking areas upon the CONDOMINIUM PROPERTY shall be used only by residents of the CONDOMINIUM and their guests and invitees. Those parking spaces that have been assigned to particular UNITS in the DECLARATION of CONDOMINIUM shall be used only by the residents of that UNIT and their guests and invitees. Residents of other than the UNITS which that space is assigned, and their guests and invitees, may not use the assigned parking space. Only automobiles, small trucks, vans, and other vehicles commonly used as private passenger vehicles may be parked on the CONDOMINIUM PROPERTY without the consent of the ASSOCIATION. Other types of vehicles, boats, and trailers, may not be parked on the CONDOMINIUM PROPERTY without the written consent of the ASSOCIATION, which may be arbitrarily withheld. Furthermore, no vehicle shall be parked on the CONDOMINIUM PROPERTY without the written consent of the ASSOCIATION, which may be arbitrarily withheld, if commercial equipment is exposed in or upon the vehicle. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles making delivery to or from, or while used in connection with providing services to, any UNIT or the CONDOMINIUM PROPERTY. No vehicle which cannot operate on its own power shall remain on the CONDOMINIUM PROPERTY for more than Twenty-four (24) hours, and no repair of any motor vehicle shall be made on the CONDOMINIUM PROPERTY. In connection therewith, no motor vehicle shall be placed upon blocks, jacks, or similar device, anywhere on the CONDOMINIUM PROPERTY. No motor vehicle shall be parked other than in areas designated for parking. Vehicles improperly parked will be towed away at the expense of the UNIT OWNER or resident doing or permitting such act, and/or the owner of the vehicle. Parking spaces which are assigned to a particular UNIT may only be used by the residents of that UNIT, and their guests and invitees.

20. PASSAGEWAYS: Sidewalks, entranceways, passageways, vestibules, and all other portions of the COMMON ELEMENTS must at all times be kept free of obstructions and encumbrances, and shall not at any time be used for any purpose other than ingress and egress. No carriages, bicycles, wagons,

shopping carts, chairs, benches, tables, barbecue grills, or other objects shall be stored or kept in or upon such areas.

21. PERSONAL INSURANCE: Although the insurance coverage afforded through the ASSOCIATION, in addition to other coverage, provides hazard insurance for the individual UNITS, such insurance does not include coverage of personal property and liability coverage for the individual UNIT OWNERS. Therefore, it is recommended that such coverage be obtained by each of the individual CONDOMINIUM UNIT OWNER should they be desirous of having such coverage.

22. PERSONAL PROPERTY: The personal property of a UNIT OWNER shall be stored within his CONDOMINIUM UNIT or where applicable in assigned storage areas, but in no event shall such property be stored or left within or upon other portions of the COMMON ELEMENTS or public areas.

23. PEST CONTROL: All UNIT OWNERS are required to permit employees of pest control companies employed by the ASSOCIATION, if any, to enter their UNITS at regular scheduled times to perform pest control services.

24. PETS: No pets weighing more than Twenty-five (25) pounds may be permitted under any circumstances. Any permitted cat or dog must be carried or walked on a leash at all times. Pet owners must clean up all animal waste left by their pet on the CONDOMINIUM PROPERTY. No pet may be kept, bred, or maintained for any commercial purpose. The Board of Directors shall have the right to require any pet to be removed from the CONDOMINIUM which causes an unreasonable source of annoyance to any UNIT OWNER, or if these Rules and Regulations are violated with respect to the pet.

25. PLUMBING AND ELECTRICAL: Water closets and other plumbing shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be over burdened. Total costs of all maintenance, repairs and other replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the individual UNIT OWNER.

26. PLANTINGS: No plantings of whatever nature shall be made by any UNIT OWNER upon any public areas, and/or other portions of the COMMON ELEMENTS, without the prior written approval of the Board of Directors.

27. RECREATIONAL FACILITIES: The use of the recreational facilities is limited solely to the members of the ASSOCIATION and their invited guests. Swimming and other use of the recreational facilities shall at all times be solely at the risk of the individuals involved, and in no event that of the ASSOCIATION or its members. The use of the recreational facilities shall be regulated from time to time by the Board of Directors. Additional regulations shall include those that are necessary and reasonable from time to time to insure the proper use of the facilities by all of the members of the ASSOCIATION. Amended and/or additional Rules and Regulations shall be posted in a conspicuous place, in or upon the recreational facilities and it shall be the responsibility of the individual UNIT OWNERS to appraise themselves of same. Private use of the recreational facilities must be arranged through, and only after permission has been granted by, the Board of Directors. The user of the recreational facilities shall be responsible to lease same in a clean and orderly manner and shall be responsible for any breakage and/or damage caused. No boating, swimming or wading shall be permitted in any lake existing within the CONDOMINIUM PROPERTY.

28. RIGHT TO ENTER IN EMERGENCIES: In case of emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors, or any other person authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency, and such right

to enter shall be immediate.

29. ROOF: No person shall be permitted upon the roof of any CONDOMINIUM building without the prior consent of the Board of Directors.

30. SOLICITATIONS: There shall be no solicitation permitted by any persons anywhere in or about the CONDOMINIUM PROPERTY for any cause, charity, or for any purpose whatsoever, unless specifically authorized in advance by the Board of Directors.

31. SERVICE PEOPLE: No UNIT OWNER shall permit any service people, whether for purposes of maintenance, repair, replacement or improvement, to work in his UNIT before 8:00 A.M. or after 9:00 P.M., except in cases of emergencies.

32. SIGNS: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any UNIT OWNER on any part of the outside or inside of any UNIT so as to be visible from outside of the UNIT, or upon any portion or part of the COMMON ELEMENTS without the prior written consent of the Board of Directors.

33. TRASH AND GARBAGE: All refuse, waste, bottles, cans, garbage, and trash shall be securely wrapped in plastic garbage bags and placed only in those containers and areas designed for such purposes.

34. VEHICULAR AND PEDESTRIAN TRAFFIC: All vehicular and pedestrian traffic being in and/or operating upon the CONDOMINIUM PROPERTY shall at all times comply with controlling governmental laws. All such traffic shall at all times obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not same is placed by governmental authorities and/or the ASSOCIATION. Unless otherwise posted, vehicular traffic shall adhere to a maximum speed limit of Fifteen (15) m.p.h.

35. WHEEL VEHICLES: No UNIT OWNER shall permit wheel vehicles, including but not limited to, bicycles, mopeds, skateboards, carriages, and shopping carts, to be used in a manner that would interfere with vehicular and pedestrian traffic upon the CONDOMINIUM PROPERTY.

36. WINDOW, DOOR, AND BALCONY TREATMENTS: No awning, canopy, shutter, or other projection shall be attached to or placed upon, the outside walls, doors, or roof of the CONDOMINIUM buildings without the prior written consent of the Board of Directors. Terraces, balconies, porches, or patios may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such terraces, balconies, porches, or patios except with the prior written consent of the Board of Directors. No blinds, shades, screens, decorative panels, windows, door coverings, sheets, tin foil, etc., shall be attached to or hung or used in connection with any window or door in a UNIT, if affixed to the exterior of a UNIT, without the prior consent of the Board of Directors.'

## MANAGEMENT AGREEMENT

THIS AGREEMENT, is made and entered into by and between M.A.P. FOREST PARK SOUTH I MANAGEMENT CORP., a Florida corporation, its successors and assigns (the "MANAGEMENT FIRM"), and FOREST PARK SOUTH I CONDOMINIUM ASSOCIATION OF CORAL SPRINGS, INC., a Florida corporation not-for-profit, its successors and assigns (the "ASSOCIATION").

### P R E A M B L E

The ASSOCIATION is the CONDOMINIUM ASSOCIATION responsible for the maintenance and operation of the CONDOMINIUM known, or to be known, as FOREST PARK SOUTH I OF CORAL SPRINGS, a CONDOMINIUM ("the CONDOMINIUM"), the legal description of which is described on Exhibit "A" attached hereto.

The ASSOCIATION desires to enter into a management agreement with MANAGEMENT FIRM whereby MANAGEMENT FIRM will assume the duties associated with the management, operation and maintenance of the CONDOMINIUM, and the MANAGEMENT FIRM is willing to perform such management, operation and maintenance services in accordance with the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. The foregoing recitals are true and correct.
2. Definitions. Unless the context otherwise requires, the terms used in this Agreement shall have the same meaning as are attributed to them in the DECLARATION of CONDOMINIUM of FOREST PARK SOUTH I OF CORAL SPRINGS, a CONDOMINIUM (the "DECLARATION") and in Chapter 718 of the Florida Statutes (the "CONDOMINIUM ACT").
3. Exclusive Manager. The ASSOCIATION does hereby employ the MANAGEMENT FIRM as the exclusive manager of the CONDOMINIUM PROPERTY on an independent contractor basis and not as an employee of the ASSOCIATION; and the MANAGEMENT FIRM hereby accepts such employment, in accordance with the terms and conditions contained herein.
4. Term. The term of this Agreement shall be for a period of Three (3) years, commencing on the date of closing of the first UNIT, provided, however, that the MANAGEMENT FIRM may, upon at least Sixty (60) days written notice to the ASSOCIATION, terminate and cancel this Agreement. The effective date of such termination shall be on the final day of a calendar month, which day shall be specified in the notice of termination. Furthermore, the ASSOCIATION may terminate this Agreement in accordance with Florida Statutes 718.302.
5. Powers and Duties of MANAGEMENT FIRM. The MANAGEMENT FIRM, to the exclusion of all persons, including the ASSOCIATION and its members, shall have all the powers and duties of the ASSOCIATION as set forth in the DECLARATION, the ARTICLES, and the BYLAWS (except such powers and duties which are specifically required by the CONDOMINIUM ACT to be exercised by the ASSOCIATION'S directors, officers, or members) and shall perform by way of illustration and not of limitation, the following services:
  - 5.01 To hire, pay and supervise the person(s) necessary to be employed in order to properly maintain and operate the CONDOMINIUM, which person(s) shall be the employee(s) of the MANAGEMENT FIRM, as the MANAGEMENT FIRM in its absolute discretion shall determine, and to discharge any person(s) unnecessary or undesirable in MANAGEMENT FIRM'S absolute discretion.
  - 5.02 To operate, maintain, repair and replace the CONDOMINIUM PROPERTY and the COMMON ELEMENTS of the CONDOMINIUM to the same extent that the ASSOCIATION is required to operate, maintain, repair and replace same,

as provided in the DECLARATION, the ARTICLES and the BYLAWS. For any one (1) item of repair, replacement or refurbishing, the expense incurred as to the CONDOMINIUM as a whole shall not exceed the sum of Five Thousand (\$5,000.00) Dollars, unless specifically authorized by the BOARD, provided, however, that in the case of an emergency, the MANAGEMENT FIRM is authorized to extend any sum necessary to protect and preserve the CONDOMINIUM PROPERTY.

5.03 To take such action as may be necessary to comply with all laws, statutes, ordinances, and rules of all appropriate governmental authorities, and the Rules and Regulations of the National Board of Fire Underwriters, or in the event the National Board of Fire Underwriters shall terminate its present functions, those of any other body exercising similar functions.

5.04 To purchase or enter into contracts for services related to the CONDOMINIUM which MANAGEMENT FIRM deems appropriate, in either the ASSOCIATION'S or MANAGEMENT FIRM'S name, as the MANAGEMENT FIRM shall elect, which services may include without limitations, garbage and trash removal and vermin extermination.

5.05 To purchase or lease equipment, tools, vehicles, appliances, goods, supplies and materials as shall be reasonably necessary to perform its duties, including the maintenance, upkeep, repair, replacement, refurbishing and preservation of the CONDOMINIUM. Purchases shall be in the name of the MANAGEMENT FIRM or the ASSOCIATION, as the MANAGEMENT FIRM shall elect. With respect to Paragraphs 5.04 and 5.05 herein, MANAGEMENT FIRM shall not be responsible for obtaining the best price available as to any service, material or purchase, but MANAGEMENT FIRM shall purchase or contract for same with such person or entity and at such price as it deems advisable and in the best interest of the ASSOCIATION and the MANAGEMENT FIRM.

5.06 To cause to be placed or kept in force all insurance required or permitted in the DECLARATION, the ARTICLES, and the BYLAWS; to act as an agent for the ASSOCIATION, each UNIT OWNER, and for each owner of any other insured interest; to adjust all claims arising under the insurance policies; to bring suit thereon and deliver releases upon payment of claims; to otherwise exercise all of the rights, powers and privileges of the insured parties; to receive all insurance proceeds on behalf of the insured parties, subject to the provisions of the DECLARATION, the ARTICLES, and the BYLAWS.

5.07 To maintain the ASSOCIATION'S financial record books, accounts or other records as provided in the DECLARATION, the ARTICLES and the BYLAWS, and as required by the CONDOMINIUM ACT; to issue certificates of account to members, their mortgagees and lienors without liability for errors unless same are a result of gross negligence. Such records shall be kept at the office of the MANAGEMENT FIRM and shall be available for inspection by UNIT OWNERS or their authorized representatives at reasonable times, and written summaries of the records shall be supplied at least annually to the UNIT OWNERS or their authorized representatives. The MANAGEMENT FIRM shall perform a continual internal audit of the ASSOCIATION'S financial records for the purpose of verifying same, but no independent or external audit shall be required. Provided, however, that the consent of the MANAGEMENT FIRM to permit an independent audit shall not be unreasonably withheld.

5.08 To maintain records sufficient to describe its services hereunder including financial books and records sufficient to identify the source of all funds collected by it in its capacity as MANAGEMENT FIRM, and the disbursement thereof. Such records shall be kept in accordance with generally accepted accounting principals and shall be available for inspection by UNIT OWNERS or their authorized representatives at reasonable times. The MANAGEMENT FIRM shall perform a continual internal audit of its financial records relative to the services performed pursuant to this Agreement for the purpose of verifying same, but no independent or external

audit shall be required.

5.09 To prepare and recommend budgets and to collect ASSESSMENTS as follows:

5.09.01 The MANAGEMENT FIRM shall determine the annual operating budget of the ASSOCIATION for each calendar year during the term of this Agreement, subject, however, to the approval of the BOARD. After the budget is so determined and approved, the MANAGEMENT FIRM shall submit same to the ASSOCIATION, which budget shall set forth the ASSOCIATION'S anticipated income and expenses for the year as well as each UNIT OWNER'S share thereof. Should an increase in ASSESSMENTS or a special ASSESSMENT be required during the year, the same shall be determined and made by the MANAGEMENT FIRM, subject to the approval of the BOARD, and the MANAGEMENT FIRM shall notify each UNIT OWNER thereof and as to the portion of same payable by each UNIT OWNER. The MANAGEMENT FIRM shall collect the ASSESSMENTS from the UNIT OWNERS based upon the foregoing. The ASSESSMENT as to each member of the ASSOCIATION shall be made payable to the MANAGEMENT FIRM, or such other entity as the MANAGEMENT FIRM shall have the right to designate such member or members of the ASSOCIATION, or the ASSOCIATION itself, as it determines, to collect the ASSESSMENTS on behalf of the MANAGEMENT FIRM and deliver same to it. If the MANAGEMENT FIRM fails to submit an operating budget for the ensuing year to the ASSOCIATION as set forth herein, the operating budget for the then current year shall be deemed to apply to the ensuing year, subject, however, to the right of the MANAGEMENT FIRM to increase ASSESSMENTS, or levy a special ASSESSMENT during the year subject to the BOARD'S approval, where the MANAGEMENT FIRM deems that same is necessary or advisable. In any event, the operating budget and ASSESSMENTS for COMMON EXPENSES shall be adopted and determined in accordance with the DECLARATION, the ARTICLES and the BYLAWS.

5.09.02 Notwithstanding the delegation by the ASSOCIATION to the MANAGEMENT FIRM of its power to determine and collect ASSESSMENTS during the term of this Agreement, the ASSOCIATION retains the power to make those ASSESSMENTS in accordance with the DECLARATION, the ARTICLES, and the BYLAWS.

5.09.03 The ASSOCIATION shall aid and assist the MANAGEMENT FIRM in any reasonable manner requested by the MANAGEMENT FIRM as to the collection of ASSESSMENTS. The MANAGEMENT FIRM shall apply ASSESSMENTS collected to those items specified in the BYLAWS as it, in its sole discretion, determines, including the MANAGEMENT FIRM'S fee and its overhead and expenses, which shall be deemed COMMON EXPENSES. In the event a UNIT OWNER fails to pay any ASSESSMENT as required by the DECLARATION, the MANAGEMENT FIRM, during the term of this Agreement, may file a lien against the UNIT OWNER'S UNIT and/or take such other action to collect any unpaid ASSESSMENTS as provided in the DECLARATION, the ARTICLES, and the BYLAWS, either in its name or in the name of or as agent of the ASSOCIATION. The MANAGEMENT FIRM may institute legal proceedings or compromise liens in such amounts as it, in its sole discretion, deems advisable, and it may satisfy liens of record and render statements as to the current status of a UNIT OWNER'S ASSESSMENTS.

5.09.04 The MANAGEMENT FIRM shall be authorized to assess a UNIT OWNER for those items of special ASSESSMENTS as set forth in the DECLARATION, the ARTICLES, and the BYLAWS, if any, including, without limitation, ASSESSMENTS for maintenance, repairs or replacements caused by the negligence or misuse by a UNIT OWNER, his family, servants, guests or invitees, or lessees; or failure of a UNIT OWNER to maintain those portions of his UNIT and LIMITED COMMON ELEMENTS assigned to his UNIT, as he is required to repair and maintain. The MANAGEMENT FIRM is further authorized to assess a UNIT OWNER for special ASSESSMENTS for guests or invitees of the UNIT OWNER, whether residing in the CONDOMINIUM or not, as to their use of the recreation areas, or for services, purchases, rental of equipment or otherwise, in the CONDOMINIUM, including any special services or charges agreed upon between the UNIT OWNERS and the MANAGEMENT FIRM (i.e., providing special services on behalf of and at the request of the UNIT



OWNER, such as putting up the UNIT OWNER'S approved storm shutters, or providing personal services within the UNIT OWNER'S UNIT, or providing a service or reporting information on behalf of a UNIT OWNER'S UNIT as may be required by the UNIT OWNER'S mortgagee). The MANAGEMENT FIRM shall be under no duty or obligation to perform such personal services. Special ASSESSMENTS referred to herein shall constitute a lien upon the appropriate UNIT OWNER'S UNIT and shall be enforceable in the same manner as liens for ASSESSMENTS for COMMON EXPENSES.

5.10 Deposit all funds collected from the ASSOCIATION'S members, or otherwise accruing to the ASSOCIATION, in a special bank account(s) of the MANAGEMENT FIRM in banks and/or savings and loan associations in the State of Florida, with suitable designation indicating their source, separate from or co-mingled with similar funds collected by the MANAGEMENT FIRM on behalf of other CONDOMINIUMS or entities which the MANAGEMENT FIRM manages. Such account(s) shall be opened and controlled by the MANAGEMENT FIRM, but shall be in the name of the ASSOCIATION.

5.11 May cause one or more of its representative to attend meetings of the UNIT OWNERS and/or of the BOARD; however, it is understood and agreed that the minutes of all the ASSOCIATION'S meetings, whether of UNIT OWNERS or of the BOARD, shall be taken by the ASSOCIATION'S Secretary and possession of the Minute Book shall be in the custody of the Secretary who shall be solely responsible for preparing and furnishing notices of all meetings to the required parties, unless the MANAGEMENT FIRM, at its option, elects to do so.

5.13 To cause such alterations and/or additions to the COMMON ELEMENTS or LIMITED COMMON ELEMENTS of the CONDOMINIUM PROPERTY to be made as authorized by the BOARD and, where applicable, the ASSOCIATION members, pursuant to and in accordance with the DECLARATION, the ARTICLES, and the BYLAWS. As to the foregoing, the MANAGEMENT FIRM shall be paid for the cost of its personnel, overhead, materials and equipment related thereto, and any and all contractors, sub-contractors or materialmen as are required therefore.

5.14 To retain and employ such attorneys, accountants and other professionals and experts whose services may be reasonably required to effectively perform its duties and exercise its powers hereunder, and to employ same on such basis as it deems most beneficial to the ASSOCIATION.

5.15 To enter into agreements upon such terms and conditions and for such purposes as the MANAGEMENT FIRM determines, in its sole discretion, as to the management, operation, maintenance, repair and replacement of the CONDOMINIUM PROPERTY, and by agreement grant concessions and licenses to persons in order to provide facilities and services relating to same; to cause coin vending machines and coin operated equipment and pay telephones to be installed within the CONDOMINIUM and to purchase or lease same on behalf of and at the cost and expense of the ASSOCIATION; however, all income derived by the MANAGEMENT FIRM from the foregoing shall inure to the benefit of the ASSOCIATION. The parties hereto recognize that agreements, concessions and licenses may be entered into in order to provide facilities and services as specified herein for very nominal or no compensation whatsoever to the ASSOCIATION. The MANAGEMENT FIRM shall only purchase coin vending machines and coin operated equipment upon the written approval of the BOARD.

5.16 Exercise such other powers and rights delegated to it by the ASSOCIATION, if any, which powers and rights are granted to the ASSOCIATION under the terms and provisions of the DECLARATION, the ARTICLES, and the BYLAWS.

5.17 If maintenance of the CONDOMINIUM or any portion thereof, including any UNIT and/or the COMMON ELEMENTS, is required due to loss by Act of God, casualty or other cause, which is other than normal wear and tear, then in such event, the MANAGEMENT FIRM shall undertake to repair and restore such loss. The MANAGEMENT FIRM shall be authorized and empowered

to determine, assess, charge and levy the costs of repairing and restoring such loss amount to UNIT OWNERS, in such proportions as it deems advisable, pursuant to the DECLARATION, regardless of whether the loss or damage was, or was not, covered by insurance, and the total ASSESSMENT shall be equal to the cost of such repair, which shall include the costs of the MANAGEMENT FIRM'S personnel and overhead, materials and equipment, and any and all other contractors, sub-contractors, or materialmen as are required. Should the loss be covered by insurance, the proceeds thereof shall be applied as a credit against the total costs of such repair and restoration, in such proportions as heretofore set forth in this Paragraph. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration, shall be from insurance proceeds, where same are received, and then from ASSESSMENTS collected, and should there be a surplus of such funds, the surplus shall be distributed to or on behalf of the UNIT OWNERS, as provided in the DECLARATION.

5.18 The schedule shown on Exhibit "B", attached hereto and made a part hereof, indicated the various services referred to in this Agreement, the method for determining the amount or cost of each service, and the minimum number of personnel to be employed by the MANAGEMENT FIRM.

6. Late Charges and Interest. Notwithstanding the terms of this Agreement, the MANAGEMENT FIRM shall have the right as it determines to retain all or such portion of any late charge or interest due on ASSESSMENTS as provided in the DECLARATION, the ARTICLES, and the BYLAWS. The sums paid to the MANAGEMENT FIRM under the provisions of this Paragraph shall be over and above the MANAGEMENT FIRM'S fee under this Agreement as hereinafter set forth.

7. Operations of MANAGEMENT FIRM. The MANAGEMENT FIRM shall determine, in its sole discretion, all activities and programs to be carried on by the MANAGEMENT FIRM, and shall employ the personnel required therefore as it determines in its sole discretion.

8. MANAGEMENT FIRM'S Office. The MANAGEMENT FIRM may occupy such portion of the CONDOMINIUM PROPERTY as it determines in its sole discretion, as a management office, provided, however, that the MANAGEMENT FIRM shall not be required to pay any of the costs and expenses applicable to such management office.

9. Disbursements from ASSOCIATION Funds Only. It is specifically understood that the MANAGEMENT FIRM shall not be required to pay any COMMON EXPENSES out of its own funds, and shall only be required to perform its services and make disbursements to the extent that, and so long as, payments received from ASSESSMENTS or other revenue, if any, of the ASSOCIATION are sufficient to pay the costs and expenses of such services and the amounts of such disbursements. If it shall appear to the MANAGEMENT FIRM that the ASSESSMENTS and other revenue, if any, of the ASSOCIATION are insufficient, the MANAGEMENT FIRM shall forthwith determine such additional ASSESSMENT as is required and so advise the ASSOCIATION and its members.

10. MANAGEMENT FIRM'S Fee. The MANAGEMENT FIRM shall perform all of the services required of it hereunder at no cost and expense whatsoever to itself, but solely at the cost and expense of the ASSOCIATION. Notwithstanding the foregoing, expenses relating to MANAGEMENT FIRM'S own office overhead, including wages and salaries of its executive personnel, shall be borne by MANAGEMENT FIRM and not by the ASSOCIATION. As compensation, fee or profit for its services hereunder during the term of this Agreement, the MANAGEMENT FIRM shall receive a net fee, free of all charges and expenses, of Five (\$5.00) Dollars per UNIT per month for the management of the CONDOMINIUM. The MANAGEMENT FIRM'S fee from the ASSOCIATION and its members shall commence as of the first day of the month following the closing of the first UNIT in the CONDOMINIUM. Thereafter, the fee applicable to each month of this Agreement shall be due and payable in arrears on the first day of the month following the month to which the fee is applicable. The fee shall be based upon the number of UNITS

existing within the CONDOMINIUM during such prior month. In the event any UNIT(S) is added to the CONDOMINIUM on or before the Fifteenth (15th) day of a calendar month, then the fee for each such UNIT(S) applicable to that month shall be the full Five (\$5.00) Dollars; in the event any UNIT(S) is added to the CONDOMINIUM after the Fifteenth (15th) day of a calendar month, then the fee for each UNIT(S) applicable to that month (i.e. Two 50/100 (\$2.50) Dollars). In connection therewith, the ASSOCIATION shall notify the MANAGEMENT FIRM as to the date(s) any UNITS are added to the CONDOMINIUM pursuant to an Amendment to the DECLARATION adding any phase.

11. Non-Interference by ASSOCIATION. The ASSOCIATION shall not interfere, nor permit or cause any of its officers, directors or members to interfere, with the MANAGEMENT FIRM in the performance of its duties or the exercise of any of its powers hereunder.

12. Other ASSOCIATIONS Operated by MANAGEMENT FIRM. The parties recognize that the MANAGEMENT FIRM may be performing similar services to the services performed hereunder for other CONDOMINIUM or homeowners ASSOCIATION, and to require the MANAGEMENT FIRM to cost account with regard to such other ASSOCIATIONS and the ASSOCIATION as to other properties managed by the MANAGEMENT FIRM would substantially increase the costs of administration hereunder, the burden of which is partly that of the ASSOCIATION. Accordingly, the MANAGEMENT FIRM is hereby granted the power to allocate to the ASSOCIATION its appropriate and fair share of such costs and expenses, including wages and salaries of MANAGEMENT FIRM'S employees performing the services required hereunder, as are common to the ASSOCIATION and any or all other CONDOMINIUM or homeowners ASSOCIATIONS, on such basis as the MANAGEMENT FIRM deems fair and equitable.

13. Indemnification of MANAGEMENT FIRM. The MANAGEMENT FIRM shall not be liable to the the ASSOCIATION or its members for any loss or damage not caused by the MANAGEMENT FIRM'S own gross negligence or willful misconduct, and the ASSOCIATION and its members will and do hereby indemnify and save harmless the MANAGEMENT FIRM from any such liability for damages, costs, and expenses arising from injury to any person or property in, about and in connection with the CONDOMINIUM from any cause whatsoever, unless such injury shall be caused by the MANAGEMENT FIRM'S gross negligence or willful misconduct. The ASSOCIATION shall name the MANAGEMENT FIRM as an additional insured on all public liability insurance policies which insure the ASSOCIATION.

14. Assignment. The MANAGEMENT FIRM shall have the right to assign this Agreement as herein set forth. The MANAGEMENT FIRM may assign its right, title, and interest herein to another MANAGEMENT FIRM operating and existing under the laws of the State of Florida. However, the Assignment shall not be valid unless and until the Assignee thereunder expressly assumes and agrees, in writing, to perform each and every covenant and term of this Agreement which is the obligation of MANAGEMENT FIRM. An executed duplicate of the Assignment shall be delivered to the ASSOCIATION by certified mail or its equivalent. The MANAGEMENT FIRM may also sub-contract all or any portion of its duties and powers under this Agreement to any other person or entity.

15. Right to Enforce the DECLARATION. The MANAGEMENT FIRM shall have the right to enforce the terms and conditions of the DECLARATION, the ARTICLES, and the BYLAWS, and the Rules and Regulations of the ASSOCIATION, as they may be amended from time to time, and in the event any UNIT OWNER or resident of the CONDOMINIUM, or their guests or invitees, fails to comply therewith, then the MANAGEMENT FIRM shall have the right to take any action which the ASSOCIATION may otherwise have taken to cure such non-compliance. In any legal proceeding arising out of an alleged failure of a UNIT OWNER or resident of the CONDOMINIUM, or their guests or invitees, to comply with the terms of the DECLARATION, the ARTICLES, the BYLAWS, and/or the Rules and Regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees. Any such cost or attorneys' fees awarded to the MANAGEMENT FIRM in connection with any action against

any UNIT OWNER shall be assessed against the UNIT OWNER as in the case of any other ASSESSMENTS.

16. Litigation. In the event either party commences litigation to enforce such party's rights hereunder, the prevailing party in such litigation shall be entitled to reasonable costs and attorneys' fees incurred in such litigation from the other party.

17. Renewal. This Agreement may be renewed upon such terms and conditions as are mutually agreed upon in writing by the ASSOCIATION and the MANAGEMENT FIRM. The BOARD shall be authorized to enter into such renewal agreement with the MANAGEMENT FIRM, on behalf of the ASSOCIATION, upon the approval of a majority of the ASSOCIATION members present in person or by proxy at a meeting of the members at which a quorum is present, and which meeting is called in accordance with the DECLARATION, the ARTICLES, and the BYLAWS. At the MANAGEMENT FIRM'S option, the renewal agreement shall be recorded in the Public Records of the County in which the CONDOMINIUM is located.

18. No Waiver. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

19. No Modification. This Agreement may not be amended or modified in whole or in part except by an instrument in writing signed by the MANAGEMENT FIRM and the ASSOCIATION.

20. Binding Effect. All covenants, promises, conditions, and obligations herein contained or implied by law, are covenants running with the CONDOMINIUM lands, and same shall attach to and be binding upon the MANAGEMENT FIRM and the ASSOCIATION, and their respective successors and assigns, and the present and future owners of the CONDOMINIUM, and their heirs, personal representatives, successors and assigns.

21. Entire Agreement. This instrument, together with the DECLARATION, the ARTICLES, and the BYLAWS, as same relate to this Agreement, constitute the entire agreement between the parties and no prior written documents, and no prior or contemporaneous oral statements, representations, promises, or understandings not embodied in this Agreement shall be of any force and/or effect.

22. Validity and Conflict. The invalidity in whole or in part of any covenant, promise or undertaking, or any section, sub-section, sentence, clause, phrase or word, or of any provision of this Agreement, or the DECLARATION, the ARTICLES, or the BYLAWS, shall not affect the validity of the remaining portions thereof. In the event of any conflict between this Agreement and the CONDOMINIUM ACT, this Agreement shall control where variances are permitted; otherwise, the CONDOMINIUM ACT shall control and shall be deemed incorporated herein.

23. Gender, Etc. Whenever used herein, the singular shall include the plural, and the use of any gender shall include all genders, whether the same shall be appropriate.

24. Notice. All notices and other items required to be given and delivered under the terms of this Agreement shall be addressed to the parties as follows:

MANAGEMENT FIRM:	M.A.P. FOREST PARK SOUTH I MANAGEMENT CORP. 10235 West Sample Road, Suite 200 Coral Springs, Florida 33065
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ASSOCIATION:	FOREST PARK SOUTH I CONDOMINIUM ASSOCIATION OF CORAL SPRINGS, INC. Coral Springs, Florida 33065
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Notice by certified mail, return receipt requested, shall be effective the day after said notice is properly mailed, and notice by any other means shall be only effective upon delivery to the party being notified.

25. Default by ASSOCIATION. If the ASSOCIATION or any of its members interfere with the MANAGEMENT FIRM in the performance of its duties and exercise of its powers hereunder, or if the ASSOCIATION shall fail to promptly do any to the things required of it hereunder, then the MANAGEMENT FIRM, upon Fifteen (15) days written notice of such default to the ASSOCIATION, may declare the ASSOCIATION in default under this Agreement unless such default is cured by the ASSOCIATION within such Fifteen (15) day period. Upon default, the MANAGEMENT FIRM may, in addition to any other remedy available to it by agreement or in law or in equity, bring an action against the ASSOCIATION and its members for damages, specific performance and/or such other rights and remedies as it may have, and the ASSOCIATION and its members shall be liable for the rights of the MANAGEMENT FIRM upon default shall be cumulative and the exercise of one or more remedies shall not be deemed to exclude or constitute a waiver of any other or additional remedy.

26. Default by MANAGEMENT FIRM. Failure by the MANAGEMENT FIRM to substantially perform its duties and obligations under this Agreement for a continuous period of Forty-five (45) days after written notice of such default from the ASSOCIATION, specifying the default complained of, shall be grounds for the ASSOCIATION'S cancellation of this Agreement.

27. Termination of the CONDOMINIUM. If the CONDOMINIUM is terminated as provided in the DECLARATION, then each of the CONDOMINIUM UNIT OWNERS shall thereby become a tenant-in-common, and shall, as to his separate interest, continue to be a party to this Agreement and be bound by the provisions hereof, and the MANAGEMENT FIRM shall manage such interest pursuant to the provisions of this Agreement as the nature of such interest and the context of this Agreement shall permit.

28. Conflict with the CONDOMINIUM ACT or the DECLARATION. The delegation of any power and/or duty by the BOARD to the MANAGEMENT FIRM which is not permitted as a matter of law as of the date of this Agreement shall be deemed to be deleted therefrom with the same force and effect as though the delegation of power and/or duty had not appeared herein, and such delegation shall not affect the validity of the remainder of this Agreement. The applicable terms and provisions of the DECLARATION, the ARTICLES, and the BYLAWS shall be deemed paramount to the terms and provisions of this Management Agreement, and, where applicable, the terms and provisions of this Agreement shall be deemed amended to comply with the foregoing.

29. DEVELOPER'S Interest. The DEVELOPER of the CONDOMINIUM has a financial interest in the MANAGEMENT FIRM.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 1983.

Signed, Sealed and Delivered  
in the Presence:

MANAGEMENT FIRM:

M.A.P. FOREST PARK SOUTH I MANAGEMENT  
CORP., a Florida corporation

BY: \_\_\_\_\_, its

ASSOCIATION:

FOREST PARK SOUTH I CONDOMINIUM  
ASSOCIATION OF CORAL SPRINGS, INC., a  
Florida corporation not-for-profit

\_\_\_\_\_  
BY: \_\_\_\_\_  
B.L. MARTZ, Its President

STATE OF FLORIDA    )  
                          ) SS.  
COUNTY OF FLORIDA    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by \_\_\_\_\_, as \_\_\_\_\_ of M.A.P. FOREST PARK SOUTH I MANAGEMENT CORP., a Florida corporation, on behalf of the corporation.

My commission expires:

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

STATE OF FLORIDA    )  
                          ) SS:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by B. L. MARTZ, as President of FOREST PARK SOUTH I CONDOMINIUM ASSOCIATION OF CORAL SPRINGS, INC., a Florida corporation not-for-profit, on behalf of the corporation.

My commission expires:

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

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 OR LESSEE.

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

FOREST PARK SOUTH I, A CONDOMINIUM

PURCHASE CONTRACT

This CONTRACT is made by M.A.P. FOREST PARK SOUTH I, INC., a Florida corporation ("Seller"), whose address is 10235 West Sample Road, Suite 200, Coral Springs, Florida 33065, and the below-named BUYER, upon the following terms and conditions. In this CONTRACT the words "I", "me" and "mine" mean the BUYER(S) listed below. The words "you" and "your" mean SELLER. "We" and "our" mean all parties to this CONTRACT.

1. CONTRACT INFORMATION DATE: 11-17, 1983

BUYER'S Name (as to appear on Deed) Marital Status Home Phone

Street City State Zip Code

Local address, if different Office Phone

Unit No. 8005 Building No. 1 Parking Space No.

Type of purchase ( ) cash (x) mortgage Lender

Estimated Closing Date: , 19.

PURCHASE PRICE

A. Base Price for Unit \$ 57,990.00

B. Extras and Credits \$

TOTAL PURCHASE PRICE \$ 57,990.00

PAYMENT TERMS

A. Deposit paid upon signing of CONTRACT \$ 1,000.00

B. Additional deposit due on or before 1/2/84 \$ 1,000.00

C. Approximate amount of mortgage loan if this is a mortgage purchase (this is the full amount of the mortgage loan without taking into account costs which may be charged to me in obtaining or closing the mortgage loan). \$ 56,400.00

D. Approximate amount I will pay at closing (plus closing costs and adjustments). \$

TOTAL PURCHASE PRICE \$ 59,490.00

IF ANY DEPOSIT IS NOT TIMELY PAID I WILL BE DEEMED IN DEFAULT.

Exhibit "6"  
to the Prospectus

THE BUYER ACKNOWLEDGES THAT NOT WITHSTANDING ANYTHING CONTAINED TO THE CONTRARY IN THIS AGREEMENT FOR SALE, IT SHALL BE A CONDITION PRECEDENT TO THE OBLIGATIONS OF THE SELLER, THAT THE SELLER SHALL HAVE RECEIVED ALL APPROPRIATE GOVERNMENTAL APPROVALS FOR THE CONSTRUCTION OF THE FOREST PARK SOUTH I PROJECT, INCLUDING BUT NOT LIMITED TO SITE PLAN APPROVAL AND PLAT APPROVAL. IN THE EVENT THAT ALL GOVERNMENTAL APPROVALS ARE NOT OBTAINED, FOR ANY REASON WHATSOEVER, WITHIN SIX MONTHS OF THE DATE HEREOF, THE SELLER SHALL RETURN ALL DEPOSITS (WITHOUT INTEREST) TO THE BUYER, WHEREUPON THIS AGREEMENT FOR SALE SHALL BE NULL AND VOID AND ALL PARTIES SHALL BE RELEASED HEREFROM.

2. AGREEMENT TO SELL I agree to buy the above-described unit from you in Forest Park South I, a Condominium (the "CONDOMINIUM") upon the terms and conditions set forth herein, which will survive the closing.

3. MORTGAGE PROVISIONS The following provisions will apply if this is a mortgage purchase:

A. Within ten (10) days after I sign this CONTRACT I will apply with the lender set forth above to an institutional lender approved by you, for a new mortgage loan or, where applicable, to assume your mortgage loan. I will notify you within two (2) working days after I am notified of any approval or disapproval of my application.

B. The mortgage loan I apply for will be in the approximate original principal amount set forth above, and will provide for an interest rate, repayment terms, and other terms and conditions of the lender as of the date the loan is closed. I understand any mortgage terms disclosed to me prior to the closing such as interest rates, payment amount or other terms of mortgage financing, are merely informational and are subject to change at the closing, and you will not be bound by any such disclosures except as may be set forth in an addendum to this CONTRACT signed by both of us. If I am to assume your loan, I understand at your closing the interest rate and monthly payment may be adjusted by the lender.

C. If my application is rejected or if I do not get mortgage approval within thirty (30) days after the date of this CONTRACT, or any extension granted by you in writing, you may request me to reapply for a new mortgage loan with another lender selected or approved by you, and in that event I will reapply for a mortgage loan with that lender, and the above provisions will apply to my reapplication. If I do not get mortgage approval within thirty (30) days after my reapplication, or any extension granted by you in writing, or if my reapplication is rejected or if you do not request me to reapply for a mortgage loan with another lender, you, at your discretion, may (i) give or provide a mortgage loan to me at our closing on the same prevailing rate and terms as the lender which I originally applied for a mortgage loan with, or (ii) terminate this CONTRACT in which event all deposits I paid will be returned to me, and thereafter we will be relieved of any liabilities or obligations hereunder.

D. If I am unable to obtain mortgage approval because I failed to pay any application fee or charge, or because I failed to timely and completely apply for a mortgage loan and provide all documents and information required by the lender in connection with my application, or because any information on my application is untrue or cannot be verified, or because of a change in my financial status after my application is made, or if any lender withdraws my approval after such approval is given, then in either event I will not be entitled to terminate this CONTRACT and this CONTRACT will be deemed a cash sale.

E. If I am approved for a mortgage loan having a principal amount less than the amount set forth in Paragraph 1, I will accept the mortgage loan and pay any corresponding increase required at our closing, except that if the difference exceeds \$1,000.00, I may reject the lesser loan by written notice to you within five (5) days after I am approved for such loan, in which event my application will be deemed rejected. Any mortgage approval which is made subject to a condition or contingency will still be deemed mortgage approval for purposes of this CONTRACT, and I will be required to satisfy any such conditions or contingencies prior to the



closing.

F. If I am married, my spouse will join in the application for a mortgage loan and execute all mortgage documents, and if I am a corporation, partnership or other organization, my principals and their spouses will be obligated to join in my application for a mortgage loan and join in or guarantee any mortgage documents, if the lender requires such joinder, even though the foregoing persons may not have executed this CONTRACT, and the failure of any of the foregoing persons to join in the application or to join in or guarantee the mortgage loan will constitute a default by me.

4. CONSTRUCTION The following provisions will apply if the construction, furnishing and landscaping of my unit and the phase of the condominium in which my unit is located are not substantially complete on the date of this CONTRACT (if my unit is now completed, I acknowledge I have inspected and approved it, and that I am buying the unit "As Is" except as indicated on any addendum):

A. ESCROW OF DEPOSITS All deposits paid by me up to ten (10%) percent of the total purchase price will be held in escrow by Gillespie & Allison, P.A., whose address is 10239 West Sample Road, Coral Springs, Florida 33065, a Escrow Agent, pursuant to the terms of this CONTRACT and the terms of the escrow agreement included in the condominium documents which I agree to be bound by. I can obtain a receipt for my deposit from the Escrow Agent upon request. NOTWITHSTANDING THE FOREGOING, I AGREE THAT SUCH DEPOSITS MAY BE PAID TO AND USED BY YOU IF YOU ASSURE THE RETURN OF SUCH DEPOSITS TO ME BY AN IRREVOCABLE LETTER OF CREDIT IN ACCORDANCE WITH THE ESCROW AGREEMENT. Any deposits I make in excess of ten (10%) percent of the purchase price may be disbursed by the Escrow Agent to you at your request, or held by you in a special escrow account, and may be used by you for the actual construction and development of the condominium property in which my unit is located, after construction of improvements has begun. However, you will not use any part of these funds for salaries, commissions, or expenses of salesmen or for advertising purposes.

B. CONSTRUCTION You agree to commence and/or complete construction of my unit in substantial conformance with your plans and specifications on file in your office, which I can inspect upon reasonable notice, and, where applicable, substantially similar to an existing model of the unit. I understand any existing model may contain items or special features which are not included in my purchase, such as furnishings and decorations, accessories, drapes, blinds or other window treatments, upgraded carpeting and flooring, wallpaper, panelling and other special wall treatment, upgraded fixtures and special lighting effects, mirrors, intercoms and extra or upgraded appliances. I understand the total price only includes the construction of my unit pursuant to your plans and specifications, those items specifically referred to as standard on your sales brochure, and those items or extras specifically referred to in a list attached to this CONTRACT, if any. You reserve the right to make any architectural, structural, or design modifications or changes in the condominium and the unit as you deem fit, as long as they do not create a substantial adverse change from the plans and specifications, or if they are required by any controlling governmental authority. I understand the floor plan of my unit may be the reverse or a mirror image of the floor plan of any model, or the floor plan shown on any sales brochure or other material. Furthermore, you will have the right to substitute materials, equipment, cabinets, fixtures, appliances, and/or floor coverings with items of similar quality, utility, value, and/or color where necessary due to cost increases, unavailability or shortages at the time same are ordered, or cancellation of a supplier. I understand that certain items such as brick, wood, woodgrain, carpeting, paint, cabinets, cultured marble, tile, mica, and the like, are subject to shading and gradation and may vary from samples, models or color charts, and from piece to piece, and you will not be liable for such variation. You will have complete discretion in "finishing details", including, but not limited to, the exterior of the buildings, landscaping, amenities, and beautification of the CONDOMINIUM.

C. EXTRAS All change orders or extras I want must be

agreed to by you in writing and I must pay for them when ordered. If you omit any changes or extras, you will only have to refund to me the amount I paid to you for each item omitted. Except for such omissions, my payment for any change orders or extras are not refundable.

D. SELECTIONS You may, at your option, grant me the right to make color, material, appliance, or other selections, and if you do, then I will make those selections within five (5) days after your request, and if I fail or refuse to make any selections within this time period you are authorized to make such selections as you deem desirable, and I agree to close with such selections as made by you. If I do make any selections pursuant to this Paragraph, you will use your best efforts to provide me with those selections, but you will not be liable for any substitutions you make. If the unit is completed or partially completed, I accept all selections which have previously been made by you.

E. COMPLETION You anticipate my unit will be completed by the estimated closing date set forth in Paragraph 1, but I understand you cannot guarantee the unit will in fact be completed by that date. You will not be liable for any delays caused by strikes, war or declaration of a national or state emergency, unavailability or shortages of sewage, water, utilities, materials and/or labor, or any other cause beyond your control, and you will not have to make, provide or compensate me for any accommodations or costs as a result of any such construction delays, and any delays will not permit me to cancel, amend, or diminish any of my obligations. However, you agree the unit will be completed within two (2) years of the date of this CONTRACT, which date may be extended only by acts recognized as constituting justification for legal impossibility under the laws of the State of Florida.

F. INTERFERENCE WITH CONSTRUCTION Prior to the closing, I will not enter into or upon the CONDOMINIUM property or interfere with the progress of construction or with workmen, and I will not cause such entry or interference by others. You will not be liable for any injury resulting from my breach of this paragraph.

G. COMPLETION The issuance of a certificate of occupancy for my unit will conclusively establish completion of my unit and my unconditional obligation to close. If some items are not finished at the time set for closing, that will not entitle me to hold back any funds at the closing or object to a final non-escrow closing.

H. ADDITIONAL COSTS In the event you incur any additional construction costs which are chargeable or proratable to my unit exceeding fifty (\$50.00) dollars due to any new statute, ordinance, rule, regulation or building code, or by changes or additions in same, adopted after the date of this CONTRACT, or due to any change in interpretation or enforcement policies of any governmental authority relating to any statute, ordinance, rule, regulation or building code, you may notify me of such costs and unless I agree in writing within fifteen (15) days after such notification to pay for same at the time of closing, you will have the right to terminate this CONTRACT and refund all deposits to me.

I. CONDITIONS If you cannot obtain all utilities, permits and authorizations necessary to construct the phase of the condominium in which my unit is located in accordance with your current plans and specifications in a reasonable time, you may refund all deposits to me and terminate this CONTRACT.

## 5. CLOSING

A. DATE AND PLACE OF CLOSING You will notify me of the time, place and date of closing, which will not be less than seven (7) days from the date of your notification. If my unit is not now completed, the closing will not be before a certificate of occupancy is issued for my unit. If my unit is completed, the closing will be held on or about the estimated closing date. You will have the right to delay the closing if you deem it necessary. If I fail to close on the date and time you set, or any extension you agree to in writing, I will be deemed in default. However, if this is a mortgage purchase, the closing date may be delayed to

enable me to obtain mortgage approval or to comply with reasonable requirements of my lender. In the event it will be inconvenient for me to attend the closing as required by your notice, then upon my request, you may permit the closing (including where applicable the closing of my mortgage) to be effected by mail in which event I will pay for your costs of mailing or sending the closing documents to me, and within two (2) working days after I receive such closing documents, I will send back to you by Federal Express or a similar service the remittances, executions, acknowledgements and other necessary responses as required by you in order that the closing may be so effectuated. Otherwise, my spouse and I, if I am married, will be required to appear at the time, place and date set forth in your notice in order to effectuate the closing.

B. TITLE At the closing you will convey title to my unit by statutory warranty deed, subject only to the following: conditions, restrictions, limitations, reservations, dedications and easements of record, and existing zoning ordinances; taxes for the year in which the closing occurs and all subsequent years and pending governmental liens; the Declaration of Condominium of Forest Park South I, a Condominium; facts that an accurate survey or personal inspection would disclose; and any mortgage executed by me at the closing.

C. CLOSING DOCUMENTS AND COSTS At the closing: I will execute any document required to effectuate the closing of this CONTRACT, the release of all escrowed deposits to you, and, where applicable, the closing of my mortgage. At the closing, I will pay the following: (1) the balance of the total purchase price, as it may be adjusted pursuant to this agreement, in cash or by cashier's check; (2) a prorated portion of the real property taxes attributable to my unit for the year in which the closing takes place (to be estimated by you and to be subject to reparation at the request of either of us if the tax bill for the current year has not been issued); a prorated portion of the Coral Springs Interim Service Fee attributable to my unit for the year in which the closing takes place; a prorated portion of the then existing periodic assessment of the Condominium Association, and a contribution to a working capital fund to the Association equal to the then existing periodic assessments for my unit for a two (2) month period; (4) a closing charge of one and one-quarter (1 1/4%) percent of the total purchase price, a portion of which will be used by you to pay the cost of recording my deed and the cost of title insurance to be issued to me; (5) reimburse you for my initial utility connection for my UNIT previously paid by you; and (6) if this is a mortgage purchase, any amounts for principal, interest, taxes, insurance or private mortgage insurance required by my lender to be paid, prepaid, or escrowed at the closing, and any other lender (and if I am assuming your mortgage loan, I will reimburse you for these costs and current interest will be prorated).

All prorations and charges will be made as of the closing date originally set by you, except that if the closing date is extended at your request, or is delayed due to the reasonable requirements of my lender, the prorations and charges will be made as of the delayed closing date. If I cause a delay in the closing date, at the closing I will pay you, in addition to all other sums required, an amount equal to eighteen (18%) percent per year calculated on a daily basis on the total purchase price less any deposits paid by me, from the date originally set for closing by you to the actual date of closing, however, this will not modify your right to declare me in default if I fail to close on the date set by you.

D. TITLE INSURANCE Within a reasonable time after the closing, you will arrange to have a title insurance policy issued to me in the amount of the total purchase price. The title insurance policy will provide for standard exclusions and exceptions, and the exceptions set forth above. I agree you will not be required to provide me with an abstract for my unit. At my request you will inform me which company will issue my title policy. If I desire a different company I will so notify you in writing within thirty (30) days after I sign this CONTRACT, but in any event at least three (3) business days prior to the closing. You may then either decline to provide a policy to me in which event my closing charge will be reduced by the then promulgated rate established by the State of Florida, or you may have the company I desire issue my policy in

which event my closing charge will not be changed.

6. DEFAULT

A. BY ME If I default, I agree you may terminate this CONTRACT and keep all of my deposits as liquidated damages. You will also be entitled to costs and attorneys' fees if you are required to litigate your right to terminate this CONTRACT and receive my deposits.

B. BY YOU If you default prior to the closing, my exclusive remedy will be to terminate this CONTRACT and received back my deposits. In the alternative, I can attempt to pursue the remedy of specific preformance if you fail to complete construction of the unit within two years unless the CONTRACT is previously terminated, or unless the reason for your failure is recognized by the laws of the State of Florida as constituting legal impossibility. However, I will not have the right to sue you for damages if you default prior to the closing.

7. WARRANTY Your only warranty obligation with respect to my UNIT and the condominium will be the implied warranty contained in Section 718.203, Florida Statutes, as same exists as of the date of closing. In no event will you be liable for any consequential damages including but not limited to, the inability to possess my unit, inconvenience, loss of time, or damage to my personal property, due to any construction defects. ANY OTHER IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR AN IMPLIED WARRANTY OF MERCHANTABILITY ARE HEREBY EXCLUDED. Notwithstanding the foregoing, you will give me at closing or within a reasonable time thereafter all warranties received by you from the manufactures of any new appliances, equipment or fixtures of my UNIT.

8. CONDOMINIUM DOCUMENTS I have received all of the condominium documents relating to the CONDOMINIUM (the "CONDOMINIUM DOCUMENTS"), including the prospectus, Declaration of Condominium, Articles and Bylaws of the Condominium Association, Rules and Regulations, Management Agreement, Form Purchase contract, Escrow Agreement, Form Deed and Form Receipt for Condominium Documents. I agree this CONTRACT is subject to all of the terms, conditions and disclosures set forth in the CONDOMINIUM DOCUMENTS. All definitions and terminology used in the CONDOMINIUM DOCUMENTS apply to this CONTRACT to the extent applicable. You will have the right to modify, change or amend the CONDOMINIUM DOCUMENTS. I understand and agree the legal descriptions, plot plan, survey and graphic description exhibits attached to the Declaration of Condominium may be modified to reflect the actual construction of any improvements. If you make a change or modification you will notify me in writing of such change and modification, and in that event I can terminate this CONTRACT by written notice to you within fifteen (15) day period, then I will be deemed to have agreed to such change or modification. I specifically authorize you to record all documents required to legally create the CONDOMINIUM, including the Declaration of Condominium and any amendment adding any phase of the condominium, without my joinder.

9. MANAGEMENT AGREEMENT I understand that my Condominium Association will enter into a management agreement with M.A.P. Management Corp., a Florida Corporation, which Management Company is affiliated with you. I also understand that pursuant to the Management Agreement, the Management Company will be paid a management fee. I hereby ratify and confirm the Management Agreement, which is included in the CONDOMINIUM DOCUMENTS, in all respects.

10. SALES ACTIVITIES For the purpose of completing the sales promotion of the CONDOMINIUM, and until the sale of all units in all phases of the CONDOMINIUM are closed, I hereby give you the full right and authority to maintain or establish at the CONDOMINIUM, models, sales offices, and advertising signs and banners, and lighting in connection therewith, together with the right of ingress and egress and transient parking therefore. This clause shall survive the closing contemplated herein and delivery of the deed to me.

11. ASSOCIATION OFFICERS AND DIRECTORS I acknowledge that your

directors, officers and employees may act as officers and directors of the Condominium Association and of necessity may act on behalf of the Condominium Association in dealings and transactions and hereby ratify, approve and confirm same.

12. ASSESSMENTS I understand I will have to pay assessments to my Condominium Association, and that if I default in the payment of assessments, the Condominium Association will have a lien against my unit.

13. NO LIEN I hereby waive any lien rights, legal or equitable, which might be available to me by virtue of this CONTRACT, and I agree this CONTRACT is subordinate to any mortgage now or hereafter executed by you which encumbers the unit I have purchased, but any such mortgage will be released as to my unit prior to, or as soon as practicable after, the closing.

14. DAMAGE If the unit is damaged by fire or other casualty prior to the time it is actually submitted to the condominium form of ownership, then you will have the right to decide whether or not to repair it, and thereafter the Condominium Association will have the right to decide whether or not to repair it. If any damage will be repaired, I understand the closing will be delayed a reasonable time to complete repairs. If the damage will not be repaired, this CONTRACT will be terminated and all deposits returned to me.

15. BROKERS Other than real estate brokers you have acknowledged in writing, I promise I have not employed, and will indemnify and hold you harmless from the claims of, any real estate broker claiming the right to any fee as a result of having represented me. I understand the person procuring this sale on your behalf is your agent and may be paid by you upon completion of the sale.

16. INSPECTION PRIOR TO CLOSING AND SERVICE : Prior to closing you may request me to inspect the unit, and in that event I will inspect the unit with you and complete a list of any defect or work remaining to be performed in the unit. You will have a reasonable time after the closing to complete the items set forth on the list, and except for items covered by your warranty, you will not be responsible for any other defects or repairs.

17. MISCELLANEOUS

A. In the event either of us commences litigation to enforce our rights hereunder, the winning party will be entitled to costs and reasonable attorneys' fees.

B. This CONTRACT shall be binding upon us and our respective heirs, legal representatives, successors and assigns. However, this CONTRACT is personal to me and I will not be entitled to assign this CONTRACT without your written consent, which you can withhold in your discretion.

C. This CONTRACT and the CONDOMINIUM DOCUMENTS, constitute our entire agreement, and no representations or inducements made by sales persons or otherwise, which are not contained in this CONTRACT or the CONDOMINIUM DOCUMENTS are of any force or effect. This CONTRACT may not be amended or modified except by an instrument in writing signed by us. Brochures and advertising representations and illustrations constitute general concepts only, and are subject to change and modification at your discretion.

D. Neither this CONTRACT, nor any notice or memorandum thereof, shall be recorded in any public records, and any recording of same by me shall be a breach of this CONTRACT.

E. All notices and demands shall be in writing directed to our addresses as indicated in this CONTRACT.

F. Any lawsuits between us will be started in a court in

Broward County, Florida, and we waive venue outside of that county.

G. My closing charge is based upon the present documentary stamp tax rate of \$0.45 per \$100.00 of consideration. If the documentary stamp tax is increased or if any additional tax is imposed upon the transfer of title of my unit, I will pay the increased or additional tax.

H. The type, thickness, and R-value of the insulation you will install in each part of my unit is as follows:

<u>TYPE</u>	<u>THICKNESS</u>	<u>R-VALUE</u>
Exterior Walls	Foil Back Drywall 3/4" (approx).	3.0
Roof (Top Floor only)	Blown Cellulose 5.4"(approx.)	19
Boundary Walls Between Units	Sprayed Cellulose 2 1/2" (approx.)	11

THIS AGREEMENT IS VOIDABLE BY BUYER BY 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.

IN WITNESS WHEREOF, I have executed this CONTRACT on the date above written. ANY PAYMENT IN EXCESS OF 10% OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

WITNESSES:

BUYER

\_\_\_\_\_  
\_\_\_\_\_

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1983, by  
SELLER.

WITNESSES:

M.A.P. FOREST PARK SOUTH I, INC.,  
a Florida corporation

\_\_\_\_\_  
\_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Agent)

PLEASE CHECK ONE OF THE FOLLOWING:

PLEASE PROVIDE SPACE FOR DISHWASHER.....( )

PLEASE DO NOT PROVIDE SPACE FOR DISHWASHER.....( )

ADDENDUM TO CONTRACT FOR PURCHASE OF A UNIT AT

FOREST PARK SOUTH I, A CONDOMINIUM

This Addendum is executed this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, by and between the undersigned purchasers and M.A.P. FOREST PARK SOUTH I, INC., and modifies that certain contract for the purchase of UNIT \_\_\_\_\_, FOREST PARK SOUTH I, A CONDOMINIUM executed of even date herein, to which this Addendum is attached.

THE PARTIES HEREIN AGREE AS FOLLOWS:

If the Buyer chooses any lender except one suggested by the seller, then the buyer agrees to pay the seller an additional \$350.00 Administrative Fee at closing.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

M.A.P. FOREST PARK SOUTH I, INC., A  
FLORIDA CORPORATION

\_\_\_\_\_  
By: (Authorized Agent)

ESCROW AGREEMENT

FOREST PARK SOUTH I, A CONDOMINIUM

THIS AGREEMENT, is made this 3 day of MARCH, 1983,  
by and between GILLESPIE AND ALLISON, P.A., ("Escrow Agent"), whose address  
is 10239 West Sample Road, Coral Springs, Florida, and M.A.P. FOREST PARK  
SOUTH I, INC., a Florida corporation ("Developer"), whose address is 10235  
West Sample Road, Ste. 200, Coral Springs, Florida, and the Division of  
Florida Land Sales and Condominiums, of the Department of Business  
Regulation, of the State of Florida ("Division"), whose address is 725  
South Bronough Street, Johns Building, Tallahassee, Florida 32301.

P R E A M B L E :

DEVELOPER is developing a condominium known as FOREST PARK SOUTH I, A  
CONDOMINIUM in Broward County, Florida.

DEVELOPER intends to enter into purchase contracts for the sale of  
units in the condominium, each of which is hereinafter referred to as a  
"CONTRACT".

DEVELOPER desires to make arrangements to escrow deposits paid or to be  
paid pursuant to the CONTRACTS in accordance with the provisions of the  
Florida Condominium Act, Florida Statutes, Section 718.202.(1).

ESCROW AGENT has agreed to hold and disburse the deposits pursuant to  
the terms and conditions of this Agreement.

NOW THEREFORE, the parties agree as follows:

1. From time to time, DEVELOPER will deliver cash or checks payable or  
endorsed to ESCROW AGENT, which will represent deposit monies paid pursuant  
to the CONTRACTS, together with a copy of the CONTRACT executed by the unit  
buyers and DEVELOPER. ESCROW AGENT shall provide DEVELOPER with a receipt  
of each deposit, delineating thereon the name of the buyer, the condominium  
unit number, and the amount of the deposit. ESCROW AGENT shall also give  
to the buyer named in such CONTRACT a similar receipt for any deposit  
monies of the buyer, upon request of the buyer. All deposits shall be held  
in a non interest bearing account.



2. From time to time DEVELOPERS may deliver to ESCROW AGENT irrevocable and unconditional letters of credit having an original expiration date of not less than one (1) year from the date of issuance, issued by a bank or savings and loan association in the State of Florida in favor of ESCROW AGENT or the director of DIVISION or both. In addition, if any letter of credit is automatically renewable or does not have an expiration date, it shall provide the issuer will give DEVELOPER, ESCROW AGENT and DIVISION not less than forty-five (45) days notice prior to terminating the letter of credit or prior to the issuer exercising its election not to renew the letter of credit. A copy of any letter of credit shall be delivered to DIVISION, which copy shall be certified by the issuer as a true copy of the original. Upon the issuance of any such letter of credit, and upon receipt of a letter from DIVISION approving same, ESCROW AGENT shall disburse to DEVELOPER all deposits held or thereafter paid to ESCROW AGENT up to but not more than the principal amount of the letter(s) of credit delivered to ESCROW AGENT.

3. The parties acknowledge that, pursuant to Florida Statutes, Section 718.202(1), each buyer's deposit, together with any interest earned, is to be paid to DEVELOPER if the buyer defaults in the performance of his obligations under his CONTRACT, or is to be paid to the buyer if the buyer properly terminates the CONTRACT pursuant to its terms or pursuant to the Florida Condominium Act. If pursuant to Florida Statutes, Section 718.202 any buyer's deposit is to be paid to DEVELOPER or to buyer, DEVELOPER will so notify ESCROW AGENT to disburse the buyer's deposit to the appropriate party, or indicate that the buyer's deposit has been appropriately paid to the buyer or retained by the DEVELOPER pursuant to Paragraph 2 of this Agreement. Upon receipt of such notice, if such notice indicates ESCROW AGENT is to disburse the buyer's deposit out of funds then held by ESCROW AGENT, ESCROW AGENT shall so disburse the buyer's deposit as indicated in DEVELOPER'S notice.

4. Notwithstanding anything contained herein to the contrary, at all times the total monies held by ESCROW AGENT, plus the balance of all outstanding and unexpired letter(s) of credit held by ESCROW AGENT, must be at least equal to all buyer's deposits originally paid to ESCROW AGENT up

to ten (10%) percent of the purchase price of each respective CONTRACT, less the amount of each buyer's deposit paid to or retained by the buyer or DEVELOPER pursuant to Paragraph 3 of this Agreement.

5. ESCROW AGENT is authorized to and shall cash any letter of credit not less than thirty (30) days before the expiration date, unless the letter of credit is no longer required in order to satisfy the condition set forth in Paragraph 4 of this Agreement. Furthermore, ESCROW AGENT is authorized to and shall cash any letter of credit required in order to provide ESCROW AGENT with sufficient funds to pay any buyer's deposit which ESCROW AGENT is required to pay pursuant to Paragraph 3 of this Agreement. If any outstanding letter of credit is no longer required in order to enable ESCROW AGENT to satisfy the condition set forth in Paragraph 4 of this Agreement, then ESCROW AGENT shall return the letter of credit to DEVELOPER at the request of DEVELOPER. For purposes of this paragraph the expiration date of any letter of credit which is automatically renewable shall be extended by the applicable renewal periods until ESCROW AGENT receives notice from the issuer that the issuer will not renew the letter of credit.

6. ESCROW AGENT shall rely upon any written notice provided to ESCROW AGENT by DEVELOPER pursuant to Paragraph 3 of this Agreement in determining who is entitled to any buyer's deposit, and as to whether any such deposit has been properly paid to any buyer or retained by DEVELOPER, and in the event ESCROW AGENT so relies, DEVELOPER will indemnify and hold ESCROW AGENT harmless from any and all claims or liabilities ESCROW AGENT may incur, including any attorneys' fees. ESCROW AGENT may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertion contained in such writing or instrument; and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. ESCROW AGENT shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instruments delivered to it, nor as to the identity, authority, or rights of any person executing the same. The duties of ESCROW AGENT shall be limited to the safekeeping of the deposits and to

disbursements of same in accordance with this Agreement. ESCROW AGENT shall thereafter be released of all liability hereunder in connection therewith.

7. ESCROW AGENT may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. ESCROW AGENT shall not be liable for any mistakes of fact or error of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence, and DEVELOPER agrees to indemnify and hold ESCROW AGENT harmless from any claims, demands, causes of action, liabilities, damages, or judgments, including the cost of defending any action against it, or prosecuting or defending crossclaims, counterclaims or actions for declaratory relief or interpleader, together with any reasonable attorneys' fees incurred therewith either in original, appellate or administrative proceedings, in connection with ESCROW AGENT'S undertaking pursuant to the terms and conditions of this Agreement, unless such act or omission is a result of the willful misconduct or gross negligence of ESCROW AGENT.

8. In the event DEVELOPER and any buyer shall disagree as to the fulfillment of the terms and conditions of this Agreement, ESCROW AGENT, in the event its officer in charge of his escrow is in doubt as to what action it should take, is hereby authorized simply to hold what it has (to preserve matters in status quo) until the buyer and DEVELOPER do agree, or until an order had been entered by a Court having jurisdiction of the parties hereto and the subject matter hereof directing it to act. Upon presentation of such order, properly certified, unless ESCROW AGENT has been notified that such order has been superseded, ESCROW AGENT will comply with such order and thereupon be fully released of all obligations by reason of this Agreement with respect to the deposit monies of the buyer. In the event ESCROW AGENT should become involved in any litigation by reason of the provisions of this Agreement, it shall be entitled to recover its costs incurred, plus reasonable attorneys' fees, whether incurred by prosecuting or defending any action or administrative proceeding, for the protection of its interest, from DEVELOPER or the buyer or both. No

liability shall attach to ESCROW AGENT for its acts or those of its officers in connection with this Agreement unless the same are done or performed in bad faith.

9. ESCROW AGENT may resign at any time upon the giving of thirty (30) days' written notice to DEVELOPER. If a successor escrow agent is not appointed within thirty (30) days after notice of resignation, ESCROW AGENT may petition any court of competent jurisdiction to name a successor escrow agent and ESCROW AGENT herein shall be further relieved of all liability under this Agreement to any and all parties, upon the transfer of and due accounting for the escrow deposits and letter(s) of credit to the successor escrow agent either designated by DEVELOPER or appointed by the court. All and any ordinary and necessary expense connected therewith incurred by ESCROW AGENT shall be paid by DEVELOPER.

10. DEVELOPER may, at its discretion, execute another escrow agreement relating to CONTRACTS for the Condominium, and place deposit monies with another escrow agent pursuant to such other escrow agreement, and nothing contained herein shall be deemed to obligate DEVELOPER to place all deposits for all CONTRACTS with ESCROW AGENT. Furthermore, in the event DEVELOPER executed another such escrow agreement, ESCROW AGENT agrees that, upon written notice by DEVELOPER, it will deliver all funds and deliver and assign all letter(s) of credit held by it to the escrow agent named in such other escrow agreement, provided the other escrow agent is a bank or trust company having trust powers, an attorney who is a member of the Florida Bar, a real estate broker registered under Chapter 475 of the Florida Statutes, a title insurance company authorized to insure title to real property in the State of Florida, or any other escrow agent authorized to hold deposits pursuant to Florida Statutes, Section 718.202. Upon any such transfer of funds and letter(s) of credit to any such successor escrow agent, ESCROW AGENT shall be relieved of all liabilities and obligations hereunder and DEVELOPER agrees to indemnify and hold ESCROW AGENT harmless from and against any and all liabilities in connection with the delivery of funds and letter(s) of credit to any such successor escrow agent.

11. If any CONTRACT so provides, upon written request to ESCROW AGENT by DEVELOPER, ESCROW AGENT shall disburse to DEVELOPER any deposits held by

ESCROW AGENT pursuant to the CONTRACT. Pursuant to Florida Statutes, Section 718.202 these funds shall be held in a special escrow account by DEVELOPER or his agent and may not be used by DEVELOPER prior to closing the PURCHASE CONTRACT, except for refund to buyer, or except for actual construction and development of the condominium property in which the unit to be sold is located. In any event, no part of such funds may be used for salaries, commissions, or expense of salesmen or for advertising purposes by DEVELOPER. With respect to such funds, ESCROW AGENT will not be responsible as to the proper application of same by DEVELOPER, and DEVELOPER agrees to indemnify and hold ESCROW AGENT harmless from any and all liabilities which may be incurred by ESCROW AGENT, including attorneys' fees, in connection with the disbursement of such funds to DEVELOPER.

12. This Agreement shall be construed and enforced according to the laws of the State of Florida, and this Agreement shall be made a part, in its entirety, of any prospectus (required by Section 718.503-505, Florida Statutes), distributed to prospective buyers of condominium units in the condominium.

13. The funds escrowed are to be held in institutions insured by an agency of the United States, at the direction of DEVELOPER.

14. This Agreement shall be expressly incorporated by reference in all CONTRACTS between DEVELOPER and buyers.

15. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and shall be binding upon the parties, their respective successors and assigns.

16. In the event any mortgagee of DEVELOPER, by foreclosure, deed in lieu, or otherwise, succeeds to the rights of DEVELOPER with respect to any CONTRACT(S), the deposits for which are held or secured by letter(s) of credit placed in escrow pursuant to this agreement, such mortgagee shall succeed to the right of DEVELOPER under this Agreement with respect to such CONTRACT(S).

17. Upon the execution hereof by DEVELOPER and ESCROW AGENT, this Agreement will be binding upon DEVELOPER and ESCROW AGENT. Notwithstanding the foregoing, unless and until such time as DIVISION executes this Agreement and a fully executed copy of this Agreement is

delivered to ESCROW AGENT, all provisions contained herein relating to letters of credit will not be of any force or effect.

18. DEVELOPER acknowledges that any willfull failure to comply with the escrow provisions of Section 71.8.202, Florida Statutes, constitutes a criminal offense pursuant to Section 718.202(7), Florida Statutes.

19. DEVELOPER agrees to pay ESCROW AGENT a reasonable fee for ESCROW AGENT'S duties to be performed hereunder as established by ESCROW AGENT from time to time.

IN WITNESS WHEREOF, the parties have executed this Agreement.

WITNESSES:

ESCROW AGENT:

GILLESPIE AND ALLISON, P.A.

By: *[Signature]*

Its VICE-PRES

Dated: 3-7-83

DEVELOPER:

M.A.P. FOREST PARK SOUTH I, INC. a  
Florida corporation

By: *E.C. Jensen*

Its VICE PRESIDENT

Dated: 3/3/83

DIVISION OF FLORIDA LAND SALES AND  
CONDOMINIUMS

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

Its \_\_\_\_\_

Dated: \_\_\_\_\_

CONDOMINIUM WARRANTY DEED

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_ 1983, by and between M.A.P. FOREST PARK SOUTH I, INC., a Florida corporation, Grantor, and \_\_\_\_\_, Grantee, Whose address is: \_\_\_\_\_.

WITNESSETH: Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations, to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and the heirs and assigns of Grantee, forever, the following described real property in Broward County, Florida, to-wit:

Unit No. \_\_\_\_\_ of FOREST PARK SOUTH I, A CONDOMINIUM, according to the DECLARATION thereof, as recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Broward County, Florida, and all amendments thereto.

SUBJECT TO:

1. Conditions, restrictions, limitation, reservations, dedications and easements of record, and existing zoning ordinances.

2. The Declaration of Restrictions for Forest Park South, as recorded in Official Records Book 9097, at Page 772, of the Public Records of Broward County, Florida.

3. Facts that an accurate survey or personal inspection would disclose.

4. Taxes for the current year and all subsequent years, and pending governmental liens.

5. The DECLARATION of CONDOMINIUM of FOREST PARK SOUTH I, A CONDOMINIUM, and all Exhibits and Amendments thereto, all of which Grantee, by acceptance of this Deed, agrees to comply with and be bound by.

6. Any mortgage executed by Grantee.

AND said Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

WITNESSES:

M.A.P FOREST PARK SOUTH I, INC.,  
a Florida corporation

BY: \_\_\_\_\_,  
its

STATE OF FLORIDA    )  
                              ) SS.  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of M.A.P. FOREST PARK SOUTH I, INC., a Florida corporation, on behalf of the corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

My commission Expires:

Exhibit "8"  
to the Prospectus

P R O S P E C T U S

FOR

FOREST PARK SOUTH I, A CONDOMINIUM

1. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE AND A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCE, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.
3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.



S U M M A R Y

1. THIS CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTEREST.
2. THERE IS (IS TO BE) A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH M.A.P. MANAGEMENT CORP.

Reference is hereby made to Paragraph 4, Page 2, of this PROSPECTUS, and Exhibit "5" to this PROSPECTUS.

3. THE DEVELOPER (OR OTHER PERSON) HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.
4. THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

Reference is hereby made to Paragraph 6, Page 3, of this PROSPECTUS and Paragraph 19, Page 23, of the DECLARATION OF CONDOMINIUM.

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

Reference is hereby made to Paragraph 14, Page 5, of this PROSPECTUS.

6. THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.
7. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE AND A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCE, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.
8. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

FOREST PARK SOUTH I, A CONDOMINIUM

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- Exhibit 1 - Estimated Budget for 1983-84
- Exhibit 2 - Estimated Closing Expenses
- Exhibit 3 - Declaration of Condominium
  - Exhibit A - Legal Description of Condominium Property
  - Exhibit B - Survey and Plot Plan
  - Exhibit C - Articles of Incorporation of Forest Park  
South I Condominium Association of Coral  
Springs, Inc.
  - Exhibit D - Bylaws of Forest Park South I Condominium  
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- Exhibit 4 - Rules and Regulations
- Exhibit 5 - Management Agreement
- Exhibit 6 - Form Purchase Agreement
- Exhibit 7 - Escrow Agreement
- Exhibit 8 - Form Deed
- Exhibit 9 - Declaration of Restrictions for Forest Hills South
- Exhibit 10 - Receipt for Condominium Documents

## FOREST PARK SOUTH I, A CONDOMINIUM

### PROSPECTUS

The Information contained in this Prospectus is provided pursuant to the requirements of Florida Statutes, Section 718.504, in order to acquaint you, a prospective purchaser, with certain pertinent information concerning this Condominium and to aid you in your decision to purchase a unit.

#### 1. DESCRIPTION OF THE CONDOMINIUM

1.01 Name and Location The name of this Condominium is Forest Park South I, a Condominium (the "Condominium"). The Condominium will be located in the City of Coral Springs, Broward County, Florida. Exhibit "A" of the Declaration of Condominium (the "Declaration"), a copy of which is attached to this Prospectus as Exhibit "3", contains a legal description of all the property which may become part of the Condominium.

1.02 Building and Units The Condominium will consist of two (2) Buildings containing 22 Units. Each of the Units will have 3 bedrooms and two baths. Exhibit "B" of the Declaration contains a proposed Site Plan which depicts the relative location of the buildings, the Units within the buildings, and the proposed recreational facilities and other common areas.

1.03 Estimated Date of Completion The estimated date of completion of the Condominium will be set forth on Page 1 of your Purchase Agreement, if not now completed. A copy of the form purchase agreement is attached as Exhibit "6" of this Prospectus.

#### 2. THE CONDOMINIUM IS BEING SOLD AS FEE SIMPLE INTEREST

The Developer intends to create and sell Units in the Condominium as fee simple interests. Accordingly, you will exclusively own you Unit, and an undivided interest in the common elements. A copy of the proposed deed for the transfer of the Unit is attached as Exhibit "8" of this Prospectus. However, the Developer reserves the right to retain title to and lease all or any of the Units. However, the Developer's current plan does not include a program of leasing Units.

#### 3. RECREATION AND OTHER COMMONLY USED FACILITIES THAT WILL BE USED ONLY BY UNIT OWNERS IN THE CONDOMINIUM

The Developer will provide various recreational facilities within the Condominium. A description of these facilities is as follows:

3.01 A swimming pool to be located approximately as shown on Exhibit "B" of the Declaration of condominium, which will contain approximately 450 square feet of surface area, will have a minimum depth of approximately 3 feet and a maximum depth of approximately 6 feet and will have a capacity of approximately 15 persons. The pool will not be heated. A concrete deck will be constructed around the pool having an area of approximately 1,500 square feet.

3.02 The Developer is not committing to purchase any personal property for the recreational facilities.

The recreational facilities will be owned by the Unit Owners within the Condominium, as part of the common elements. All present and future Unit Owners will be required to pay for the maintenance, operation and expenses associated with these facilities as a common expense. There will not be any recreational lease or club membership associated with these facilities.

#### 4. THERE IS (IS TO BE ) A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH M.A.P. MANAGEMENT CORP.

The Condominium Association has or will enter into a Management Agreement

with M.A.P. Management Corp., a Florida corporation, for the management of the Condominium Association and the maintenance and operation of the Condominium property. M.A.P. Management Corp. is an affiliate of the Developer. A copy of the Management Agreement is attached to this Prospectus as Exhibit "5". The term of the Management Agreement is for a period of three (3) years, commencing on the date of closing of the first Unit in the Condominium. The Management Agreement may be terminated by the Management Company upon at least sixty (60) days' written notice to the Condominium Association. The Association is given the right to terminate the Management Agreement pursuant to Florida Statutes, Section 718.302.

The services to be provided pursuant to the Management Agreement include, but are not limited to: The operation, maintenance, repair and replacement of Condominium property and common elements; procuring and keeping in force all insurance required by the Declaration; maintaining the Condominium Association's books and records; preparing and recommending budgets for assessments; the collection of assessments from the Unit Owners; and the attendance at meetings of the Unit Owners. Paragraph 5 of the Management Agreement sets forth in detail the services to be provided by the Management Firm pursuant to the Management Agreement.

Pursuant to the Management Agreement, the Management Firm will be paid a management fee of up to \$5.00 per month (\$60.00 per year) for each Unit in the Condominium from time to time. At this time, the Management firm has agreed to a fee of \$2.00 per month (\$24.00) per year for each Unit. The management fee will be assessed to the Unit Owners as part of the common expenses of the Condominium Association.

5. THE DEVELOPER (OR OTHER PERSON) HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD

The Board of directors of the Condominium Association will initially consist of three (3) Directors. Pursuant to the Declaration and the Articles of Incorporation of the Condominium Association, the Developer currently has the right to appoint all of the Directors. Upon certain occurrences, as set forth in the Articles of Incorporation, and as provided by the Florida Condominium Act, the Unit Owners will be entitled to elect some or all of the Directors. The provisions dealing with the right of the Unit Owners to elect Directors are contained within Article VIII of the Articles of Incorporation, attached as Exhibit "C" of the Declaration.

6. THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED

Please refer to Paragraph 19 of the Declaration of Condominium for a complete description of the restrictions applicable to any conveyance, sale, lease, or encumbrance of a Unit.

7. RESTRICTIONS IMPOSED ON THE USE OF UNITS

Paragraph 18 of the Declaration of Condominium sets forth certain restrictions concerning the use of Units, the Condominium property, and the recreational facilities. In addition, certain other restrictions are set forth in the rules and regulations of the Condominium Association, a copy of which is included as Exhibit "4" of this Prospectus. These restrictions, rules and regulations have been imposed in the best interests of all of the Unit Owners within the Condominium to make the Condominium a pleasant, clean and enjoyable community. A summary of the more important restrictions, rules and regulations are as follows:

7.01 This is a family oriented condominium with no restrictions on the residency of minors, except as limited by paragraph 7.03 of this prospectus and by paragraph 18.1.3 of the declaration.

7.02 Units may be occupied and used for residential purposes only, and not for business, commercial or other purposes.

7.03 With the exception of temporary guests, no Unit may be occupied by more than two (2) persons for each bedroom in a Unit, without the prior written consent of the Condominium Association.

7.04 The exterior of all Units and all common areas are to be kept free of obstructions. No exterior alterations or improvements, including landscaping, are permitted without the prior written consent of the Condominium Association.

7.05 No more than one cat or dog not exceeding twenty (20) pounds at maturity is permitted in any Unit. In addition, fish, birds and other small animals are permitted so long as they are not kept for commercial purposes and are exclusively and continuously kept confined to cages, tanks, or other similar enclosures.

7.06 No acts are permitted which are a nuisance or annoyance to other Unit Owners.

#### 8. UTILITIES :

Utilities and other services will be provided as follows:

8.01 Electric service will be provided by Florida Power and Light Company.

8.02 Sewage and waste disposal, and water supply, will be provided by the City of Coral Springs.

8.03 Solid waste pick-up and disposal will be supplied by a franchise of the City of Coral Springs.

8.04 Storm water run-off and drainage will be provided by a positive drainage system which conducts flow into canals within the City of Coral Springs.

8.05 Telephone service will be supplied by Southern Bell Telephone Company.

#### 9. APPORTIONMENT OF COMMON EXPENSES:

Each Unit Owner of a Unit in the Condominium will be apportioned an equal share of the common expenses and ownership of the common elements equal to 1/22.

#### 10. ESTIMATED OPERATING BUDGET AND ASSESSMENTS:

An estimated operating budget for the year 1983 is attached to this Prospectus as Exhibit "1". As indicated, each Unit Owner will be assessed a monthly assessment as set forth in the budget. The Developer has guaranteed that the assessment for common expenses assessed against each Unit Owner will not exceed the amount of such monthly assessment indicated on the budget attached to this Prospectus as Exhibit "1", which guarantee will be in effect for a period of one (1) year after the closing of the first Unit in the Condominium, or until the last closing in the Condominium, whichever event shall first occur. During the period of time in which this guarantee is in effect, the Developer has obligated itself to pay any amount of common expenses incurred by the Condominium Association and not produced by the assessments at the guaranteed level receivable from Unit Owners other than the Developer. Accordingly, the Developer will be excused from the payment of its share of common expenses which may be assessed against Units owned by the Developer during the aforementioned period. Thereafter, the Developer will pay assessments for Units owned by the Developer as in the case of any other Unit Owner.

#### 11. ESTIMATED CLOSING EXPENSES:

A schedule of estimated closing expenses to be paid by each buyer of a Unit

is attached to this Prospectus as Exhibit "2". A title insurance policy will be provided to each Unit Owner after the closing of the sale of the Unit. The expense of this policy is included in the closing fee payable by each buyer at the closing.

12. IDENTIFICATION OF DEVELOPER:

The Developer of the Condominium is M.A.P. FOREST PARK SOUTH I, INC. a Florida corporation. Mr. Ben Martz is responsible for directing the creation and sale of the Units in the Condominium. Mr. Martz has been extensively involved in real estate development in Florida. M.A.P. FOREST PARK SOUTH I, INC. a Florida corporation, is a wholly owned subsidiary of M.A.P. BUILDERS, INC., which is a subsidiary of Development Corporation of America which has, through its subsidiaries, developed approximately 5,000 condominium units within the past ten years. This is the first condominium developed by M.A.P. FOREST PARK SOUTH I, INC.

13. RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION(S):

The Developer reserves the right to increase or add to the recreational facilities within the Condominium without the consent of the Unit Owners or the Condominium Association. At the time, the Developer does not have any plans to add any recreational facilities other than the facilities described in this Prospectus to the Condominium.

14. DECLARATION OF RESTRICTIONS FOR FOREST HILLS SOUTH.

The Condominium property is subject to a certain Declaration of Restrictions for Forest Hills South, which was recorded in 1973 in Official Records Book 5150 at Page 852 of the Public Records of Broward County, Florida, a copy of which is attached as Exhibit "9" to this Prospectus. Pursuant to that Declaration, the Ocean Mile Association, Inc., a Florida corporation, has the right to assess the owners of the properties subject to that Declaration for annual maintenance assessments, which is secured by a lien upon such property. In the event the Ocean Mile Association, Inc., assesses such maintenance assessments against all or any portion of the Condominium property, then such assessments shall be payable by the Condominium Association, which payments will be a common expense of the Condominium. However, at the present time, the Ocean Mile Association is not assessing any such assessments against any portion of the Condominium property.

## EXHIBIT "1"

TO

ESTIMATED OPERATING BUDGET FOR 1983-84FORFOREST PARK SOUTH I, A CONDOMINIUM

	MONTHLY	ANNUAL
Administration of the Association, Fees		
Payable to the Division, and Accounting	\$45	\$540
Management Fees	45	540
Maintenance - General	45	540
Insurance	130	1560
Operating Capital & Other Expenses	20	240
Reserves:		
a. Roof Reserves	220	2640
b. Painting Reserves	70	840
c. Asphalt Reserves	95	1140
Trash Removal	100	1200
Sewer and Water	530	6360
Lawn Cutting, Maintenance, & Fertilizing	195	2340
Sprinkler Maintenance	10	120
Professional Services	20	240
Lawn Spray	45	540
Electric - Common Areas	100	1200
Insurance Trustee Fee	10	120
Recreational:		
a. Building Maintenance	-0-	-0-
b. Pool Maintenance	100	1200
c. Electric	20	240
d. Janitorial	15	180
e. Lawn cutting, Maintenance, & Fertilizing	-0-	-0-
f. Insurance	-0-	-0-
g. Insect Control	-0-	-0-
h. Fire Equipment	-0-	-0-
i. Trash Removal	-0-	-0-
j. Sewer and Water	10	120
Rent for Recreational & Other		
Commonly Used Facilities	N/A	N/A
Taxes Upon Association Property	N/A	N/A
Taxes Upon Leased Areas	N/A	N/A
Security Provisions	N/A	N/A
Totals:	\$1825	\$21900
Estimated Assessment Per Unit	\$82.95	\$995.45
Estimated Assessment Per Unit Excluding Reserves	\$65.45	\$785.45

## NOTES:

1. The developer, as the owner of all the units in the Condominium, has elected to waive the collection of reserves during 1983. Accordingly, the monthly assessment per unit will be \$65.45 during the year 1983-84.
2. Assessments will be paid for and collected on a monthly basis, which shall be due and payable by all Unit Owners on the first day of each calendar month.
3. The Developer is guaranteeing the budget in accordance with the provisions contained in Paragraph 10 of the Prospectus and Article 24 of the Declaration.

EXHIBIT "2"

TO PROSPECTUS OF

FOREST PARK SOUTH I, A CONDOMINIUM

ESTIMATED CLOSING EXPENSES

The following constitutes a delineation of the approximate closing costs applicable to the purchase of a condominium unit at Forest Park South I, A Condominium. If any Purchaser obtains a mortgage for the financing of his unit, in addition to the following expenses the Purchaser will be required to pay any amounts for principal, interest, taxes, insurance, or private mortgage insurance required by the lender to be paid, prepaid, or escrowed at the closing, and any other points or mortgage loan closing costs of any kind or nature imposed by the lender, and if the Purchaser assumes a mortgage obtained by the Developer, the Purchaser will be required to reimburse the Developer for these costs and current interest will be prorated.

1. Closing Fee - 1-1/4% of Purchase Price.
2. Start Up Fee To Association equal to the then existing periodic assessments for a two (2) month period.
3. A pro rata portion of the then existing monthly assessment of Forest Park South I Condominium Association of Coral Springs, Inc., for the period in which the closing takes place.
4. A pro rata portion of the real estate and other taxes, and municipal service taxes, attributable to Purchaser's unit for the year in which the closing takes place, all utility deposits relating to the Purchaser's Unit, and a pro rata portion of any interim service fee charged by the City of Coral Springs for Purchaser's unit.
5. If the Buyer chooses any lender except one suggested by the seller, then the buyer agrees to pay the seller an additional \$350.00 Administrative Fee at Closing.



DECLARATION OF RESTRICTIONS

FOR

LOT 1, BLOCK "P", FOREST HILLS SOUTH

This Declaration made this 28th day of August, 1980,  
by FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, hereinafter  
called DECLARANT.

W I T N E S S E T H :

WHEREAS, FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation,  
presently having its principal place of business in Coral Springs,  
Florida, the record owner of the PROPERTY as described in ARTICLE I of  
this Declaration, desires to create a quality development with restric-  
tions, covenants, servitudes, impositions, easements, charges and liens  
as hereinafter set forth for the preservation of the property values of  
the OWNERS therein;

NOW, THEREFORE, FLORIDA NATIONAL PROPERTIES, INC., declares that  
the PROPERTY described in ARTICLE I is and shall be held, transferred,  
sold, conveyed and occupied subject to the restrictions, covenants,  
servitudes, impositions, easements, charges and liens hereinafter set  
forth.

SAID real property subject to the Restrictions is:

Lot 1, Block "P", FOREST HILLS SOUTH, as recorded in Plat Book 73,  
Page 50 of the Public Records of Broward County, Florida.

Said land situate, lying and being in the City of Coral Springs,  
Broward County, Florida.

Subject to easements, restrictions, reservations, covenants,  
limitations and conditions of record.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration shall have the  
following meanings:

1. "PROPERTY" shall mean and refer to that real property as  
above described
2. "DECLARANT" shall mean and refer to FLORIDA NATIONAL PROPER-  
TIES, INC., a Florida corporation, presently having its principal place  
of business in Coral Springs, Florida, its successors or assigns of any  
or all of its rights under this Declaration.
3. "ASSOCIATION" shall mean and refer to the OCEAN MILE ASSOCIA-  
TION, INC., a Florida corporation, presently having its principal place  
of business in Coral Springs, Florida, its successors or assigns of any  
or all of its rights under this Declaration.
4. "OWNER" shall mean and refer to every person or persons, or  
entity or entities who are the record owners of a fee interest in the  
PROPERTY, their heirs, successors, legal representatives or assigns.

RETURN TO:  
FLORIDA NATIONAL PROPERTIES, INC. EXHIBIT A  
3300 University Drive  
Coral Springs, Florida 33065

Exhibit "9"  
to the Prospectus

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a.) If the PROPERTY is submitted to a plan of condominium ownership, the condominium association shall be deemed OWNER; provided, however, that the DECLARANT or ASSOCIATION may, in its sole discretion, also look to an individual unit owner or underlying ground lessor for assessments.

b.) If any portion of the PROPERTY is submitted to a HOMEOWNERS' ASSOCIATION for ownership and maintenance of common areas, water management areas and recreation areas, the HOMEOWNERS' ASSOCIATION shall be deemed OWNER for assessments and the responsibilities of OWNER as those responsibilities pertain to common areas, water management areas and recreation areas.

## ARTICLE II

### GENERAL RESTRICTIONS

1. USE RESTRICTIONS. The PROPERTY herein described may be used for single family, two family and multi-family dwellings and for no other purposes. No business buildings may be erected on said PROPERTY and no business may be conducted on any part thereof, nor shall any building or any portion thereof be used or maintained as professional offices.

2. SETBACK LINES AND BUILDING HEIGHT. No building or structure shall be erected within the following building setback lines:

East Property Line	-	Twenty (20) Feet
Royal Palm Boulevard	-	Fifty (50) Feet
West Property Line	-	Twenty (20) Feet
North Property Line	-	Thirty (30) Feet

No building shall be constructed, erected or altered to a height exceeding thirty-five (35) feet.

3. PLANS, SPECIFICATIONS AND LOCATION OF BUILDINGS. No building or structure of any kind, including additions, alterations, pools, fences, walls, patios, terraces or barbecue pits shall be erected or altered until the plans and specifications, exterior colors, location and sealed plot plan thereof, in detail and to scale, shall have been submitted to and approved by the DECLARANT or ASSOCIATION in writing before any construction has begun. After approval, any change in location, plot plan, exterior colors or exterior materials must be re-submitted for approval by DECLARANT or ASSOCIATION. Failure to submit the plans, specifications, exterior colors, location, and plot plan, in detail and to scale, or failure to acquire the approval of the DECLARANT or ASSOCIATION shall be deemed a material breach of this restriction. The DECLARANT or ASSOCIATION shall then have the right to proceed in the courts to obtain a mandatory injunction requiring any construction done without approval to be torn down forthwith. The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. It shall be the responsibility of the OWNER to obtain from the City of Coral Springs Building Department, or other appropriate authority, the necessary technical data with regard to construction elevations prior to the start of any construction. Neither the DECLARANT nor ASSOCIATION will assume any responsibility in this regard before, during, or after construction on the PROPERTY. The aforementioned technical data must be detailed on the final plans and specifications when submitted to the DECLARANT or ASSOCIATION before plan approval will be given. No exterior colors on any building or structure on the PROPERTY shall be permitted that, in the sole judgment of DECLARANT or ASSOCIATION, would be inharmonious or discordant or incongruous for the PROPERTY. Any future exterior color changes desired by OWNER must be first approved by DECLARANT or ASSOCIATION in writing.

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a.) No structure of any kind of what is commonly known as "factory built", "modular" or "mobile home" type construction shall be erected on the PROPERTY without written permission of DECLARANT or ASSOCIATION. OWNER must submit to DECLARANT or ASSOCIATION full plans, specifications, name of manufacturer and place of manufacture for consideration of permission. In the event permission is denied by DECLARANT or ASSOCIATION, neither DECLARANT nor ASSOCIATION shall assume any liability for any loss that might be sustained by OWNER.

b.) Pitched roofs, if any, shall have a minimum pitch of 2-1/2:12 and shall be constructed of flat or barrel cement tile, hand sawn or split cedar shakes, slate, copper, a stepped Bermuda type roof of poured lightweight aggregate concrete, all as defined by common usage in Broward County. In the event that some new, attractive material for roofing surfaces is discovered or invented, the DECLARANT or ASSOCIATION may, in its sole discretion, approve the use of such new materials. Flat roofs or mansard roofs, may be utilized if approved by DECLARANT or ASSOCIATION in writing.

c.) All electric, telephone, gas or other utility connections must be installed underground. All utility and storage rooms are to be located to the rear of the building. Refusal of approval of plans and specifications, location and plot plan, by the DECLARANT or ASSOCIATION may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the DECLARANT or ASSOCIATION.

d.) The plans and specifications shall contain a sealed plot plan to scale with adequate provisions for landscaping, including the planting of trees and shrubs on the PROPERTY. The determination of whether adequate provision has been made for landscaping shall be at the sole discretion of the DECLARANT or ASSOCIATION. Landscaping as required shall be completed at the time of completion of the building, as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing body. No gravel or black-top or paved parking strips are to be allowed except as approved by DECLARANT or ASSOCIATION. In the event OWNER fails to obtain approval of building plans and specifications, and site plans including additions, alterations, fences and walls, the DECLARANT or ASSOCIATION will have the right to obtain a mandatory injunction to tear down any structures built or a prohibitory injunction to prevent any structure from being built, and will also be entitled to attorneys' fees and court costs in obtaining either a mandatory or prohibitory injunction against any person or entity in violation of these restrictions.

4. LANDSCAPE STRIPS. In addition to the landscape requirements as defined above, OWNER shall install and maintain the following property line landscape strips and underground sprinkler systems:

a.)	East Property Line	-	Ten (10) Feet
	Royal Palm Boulevard	-	Ten (10) Feet
	West Property Line	-	Ten (10) Feet
	North Property Line	-	Ten (10) Feet

b.) The landscape strips shall be landscaped and maintained by the OWNER according to the requirements of the DECLARANT or ASSOCIATION, which requirements define the quality, type, height and location of landscape material, and are on file with the DECLARANT or ASSOCIATION. Should the OWNER fail or refuse to plant and/or maintain the landscape strips as required, the DECLARANT or ASSOCIATION shall have the right to enter upon the landscape strips and to install thereon such landscape material and/or underground sprinkler systems as may be necessary to comply with said landscape requirements, and/or to maintain the same should the OWNER fail or refuse to maintain, and such entry shall not be deemed a trespass. Should the DECLARANT or ASSOCIATION exercise its right to install and/or maintain the said landscape strips and/or underground sprinkler systems, the cost of such installation and/or maintenance shall be borne by the OWNER and payment thereof shall be due and payable to the DECLARANT or ASSOCIATION within thirty (30) days

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from a written request to the OWNER to pay same. Should the OWNER fail to make such payment within said thirty (30) day period, then the DECLARANT or ASSOCIATION shall have a lien for the cost of the installation and/or maintenance. The lien shall be impressed upon the PROPERTY of OWNER, and shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

c.) Ingress and egress shall be permitted across the landscape strips as shown on the plot plan as approved by DECLARANT or ASSOCIATION.

5. PARKING. All driveways and parking areas shall be approved as to layout by the DECLARANT or ASSOCIATION. No parking shall be permitted on any public street or service road, and adequate, permanent, paved parking shall be constructed and maintained in accordance with standards acceptable to the DECLARANT or ASSOCIATION for such use.

6. OUTDOOR LIGHTING. No outdoor lighting shall be permitted until the plans are submitted to and approved by DECLARANT or ASSOCIATION in writing before any installation is started.

7. GARAGES, CARPORTS AND STORAGE AREA. No garage shall be erected which is separated from the main building, and no unenclosed storage area shall be permitted. No enclosed storage area shall be erected which is separated from the main building. Carports may be permitted upon written approval of DECLARANT or ASSOCIATION.

8. WALLS AND FENCES. No wall or fence shall be constructed with a height of more than five (5) feet above the ground level of adjoining property, and no hedge or shrubbery abutting the property lines shall be permitted with a height of more than six (6) feet without written approval by DECLARANT or ASSOCIATION. No wall or fence shall be constructed on the PROPERTY until its height, length, type, design, composition, material and location shall have been approved in writing by DECLARANT or ASSOCIATION. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by DECLARANT or ASSOCIATION, whose decision shall be final.

a.) No wood fencing material shall be permitted unless approved in writing by DECLARANT or ASSOCIATION.

9. ANTENNAS AND FLAGPOLES. No outside antennas, antenna poles, antenna masts, electronic devices, or antenna towers shall be permitted unless approved in writing by DECLARANT or ASSOCIATION. An approved flagpole shall not be used as an antenna unless first approved by DECLARANT or ASSOCIATION.

10. ACCESSORY OR TEMPORARY BUILDINGS. No tents and no accessory or temporary buildings or structures shall be permitted unless approved in writing by DECLARANT or ASSOCIATION. The DECLARANT may, upon request of the OWNER, permit a temporary construction facility during construction, and its size, appearance and temporary location on the PROPERTY must be approved by DECLARANT in writing. Any signs to be used in conjunction with this temporary construction facility must also be approved by the DECLARANT or ASSOCIATION in writing.

11. GARBAGE CONTAINERS, OIL AND GAS TANKS, AIR CONDITIONERS, SOLAR COLLECTORS.

a.) All garbage and trash containers, oil tanks, bottled gas tanks, sprinkler system pumps, swimming pool equipment and housing must be underground or placed in walled-in areas so that they shall not be visible from any street or adjacent properties. Adequate landscaping shall be installed and maintained by the OWNER and adequate shielding must be installed as required by DECLARANT or ASSOCIATION.

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b.) All air-conditioning units shall be shielded and hidden so that they shall not be visible from any street or adjacent property. Wall air-conditioning units shall be permitted only after prior written approval by DECLARANT or ASSOCIATION. Window air-conditioning units shall not be permitted.

c.) Solar collectors shall only be permitted at locations on structures as are approved by the DECLARANT or ASSOCIATION.

d.) DECLARANT or ASSOCIATION shall have the right to approve any specific shielding and such approval shall be binding on all persons so long as it is maintained in the condition as approved by DECLARANT or ASSOCIATION.

12. CLOTHES DRYING AREA. No outdoor clothes drying area shall be allowed unless approved in writing by DECLARANT or ASSOCIATION.

13. SIGNS. No signs shall be erected or displayed on the PROPERTY or on any structure, unless the placement and character, form, size, and time of placement of such sign be first approved in writing by DECLARANT or ASSOCIATION. No free standing signs shall be permitted unless approved in writing by DECLARANT or ASSOCIATION. Said signs must also conform with local regulatory ordinances.

14. ASSOCIATION. In order to supplement the public facilities and services that may be furnished by the local governments, and in order to provide public facilities and services that may not be available to the PROPERTY, when necessary or desirable as determined by the ASSOCIATION in its sole discretion, the ASSOCIATION is authorized by all of the OWNERS to act in their behalf and is hereby empowered to contract for the installation of a water plant and supply system, a gas system, a sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks for this PROPERTY. Each OWNER shall be liable for and shall promptly pay to the ASSOCIATION a pro-rata share of the cost of said water plant and supply system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks, and said cost shall be apportioned for the PROPERTY in proportion to its front footage, square footage, or by any other method as determined by the ASSOCIATION, in its sole discretion. Payment shall be due and payable immediately upon letting of the contract for any of the aforesaid improvements. If OWNER fails to make payment for the improvements within thirty (30) days after notification, a lien on the OWNER'S plot shall arise for the proportionate cost thereof. The judgment of the ASSOCIATION in the letting of contracts and the expenditure of said funds shall be final. Each OWNER shall be vested with the right to use the water plant and supply system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs and sidewalks in perpetuity, subject to user charges. Each OWNER shall install all sewer outlets so that a direct connection can be made to the nearest street or alley, and the plan for such sewer outlets shall be submitted to the DECLARANT or ASSOCIATION for approval prior to commencement of construction.

15. MAINTENANCE OF PREMISES. In order to maintain the standards of the PROPERTY, no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any land, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any OWNER shall fail or refuse to keep the premises free of weeds, underbrush or other unsightly growths or objects, then the DECLARANT or ASSOCIATION may enter upon said premises and remove the same at the expense of the OWNER, and such entry shall not be deemed a trespass. The property, buildings, improvements and appurtenances shall be kept in good, safe, clean, neat and attractive condition and all buildings and structures shall be maintained in a finished, painted and attractive condition. Upon the failure to maintain the property, buildings, structures, improvements and appurtenances to the satisfaction of the DECLARANT or ASSOCIATION, and upon the OWNER'S failure to make such corrections within thirty (30) days of written notice by the DECLARANT or ASSOCIATION, the DECLARANT or ASSOCIATION may enter upon the premises and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the OWNER.

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The DECLARANT or ASSOCIATION may require the OWNER to deposit with the DECLARANT or ASSOCIATION the estimated cost thereof as determined by the DECLARANT or ASSOCIATION. If any OWNER fails to make payment within thirty (30) days after requested to do so by the DECLARANT or ASSOCIATION, then the payment requested shall be a lien on the land. The lien herein granted shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

16. MAINTENANCE ASSESSMENTS. In order to maintain the standards of the described land and the surrounding area, and in order to supplement the public facilities and services to be furnished by the DECLARANT and/or ASSOCIATION or any lawful authority, as well as in the interest of public health and sanitation the described land is hereby subject to an annual assessment commencing with the year 1981. Such annual assessment, together with interest thereon and costs of collection as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. Each such assessment, together with interest thereon and costs of collection as hereinafter provided shall also be the personal obligation of the person who was the OWNER of such property at the time when the assessment fell due. Such assessment shall be payable annually on the first day of January each year in advance to the OCEAN MILE ASSOCIATION, INC., at the office of the ASSOCIATION, presently located at 3300 University Drive, Coral Springs, Florida 33065. Such annual assessment may be adjusted from year to year by the ASSOCIATION as the needs of the described land may in the judgment of the ASSOCIATION require and shall be apportioned in proportion to their respective area, but in no event shall such annual assessments exceed the sum equal to 10 mills per square foot. The judgment of the ASSOCIATION in the expenditure of said funds shall be final. The lien herein granted shall be effective from and after the date of recording in the Public Records of Broward County, Florida, and the Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amount due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid.

17. EFFECT OF NON-PAYMENT OF ASSESSMENT. If the assessments herein provided are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest at the highest legal rate and costs of collection including reasonable attorneys' fees, thereupon become a continuing lien on the property which shall bind such property in the hands of the then OWNER, his heirs, devisees, personal representatives and assigns with the personal obligation of the then OWNER remaining his personal obligation as set forth in paragraph 16 hereof.

18. NOTICE TO DECLARANT OR ASSOCIATION. Notice to DECLARANT or ASSOCIATION, or requests for approval of plans, specifications and location of buildings or signs shall be in writing and delivered or mailed to DECLARANT or ASSOCIATION at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by DECLARANT or ASSOCIATION.

19. NOTICE TO OWNER. Notice to any OWNER of a violation of any of these restrictions or any other notice herein required shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Broward County, Florida, or to the address of the OWNER as shown on the deed as recorded in the Public Records of Broward County, Florida.

20. TRUCKS, COMMERCIAL AND RECREATIONAL VEHICLES, MOBILE HOMES, BOATS, CAMPERS AND TRAILERS. No truck or commercial vehicle of any kind shall be permitted to be parked for a period of more than four hours unless the same is temporarily present and necessary in the actual construction or repair of buildings on the property. No truck, commercial or recreational vehicle of any kind shall be parked overnight and no boats, boat trailers, or trailers of any kind, or campers or mobile

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homes shall be permitted to park on or near the property at any time unless kept fully enclosed inside a building. None of the aforementioned shall be used as a domicile or residence, either permanent or temporary.

21. NO SUBDIVISION. No portion of the PROPERTY shall be divided, subdivided, or sold except as a whole without the written approval of DECLARANT or ASSOCIATION.

22. CONDOMINIUM. No restrictions herein contained shall be construed as in any manner limiting or preventing the PROPERTY and the improvements thereon from being submitted to a plan of condominium ownership, and particularly the recordation of a plan of condominium ownership for the PROPERTY covered hereby shall not be construed as constituting a subdivision of the PROPERTY.

23. UTILITY EASEMENTS. There is hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incidental to the development of the property for a term of twenty (20) years from the date of this instrument by the DECLARANT or ASSOCIATION, its successors and assigns, full free right and authority to lay, operate and maintain such drainage facilities, sanitary sewer lines, gas and electric lines, communication lines and such other further public service facilities as DECLARANT or ASSOCIATION may deem necessary along, through, in, over and under a strip of land twelve (12) feet in width (as measured at right angles) from all side, front and rear PROPERTY lines in the aforesaid PROPERTY, and the DECLARANT or ASSOCIATION will cause to be recorded from time to time various declarations of easements setting forth the location of all said easements under the rights herein reserved and this right, except for the recorded easements, shall terminate in twenty (20) years.

24. NON-LIABILITY OF DECLARANT OR ASSOCIATION. The DECLARANT or ASSOCIATION shall not in any way or manner be held liable or responsible for any violation of these restrictions by any person other than itself.

25. NUISANCES. Nothing shall be done which may be or may become an annoyance or nuisance to the neighborhood. No noxious, unpleasant or offensive activity shall be carried on upon the PROPERTY, nor may anything be done on the PROPERTY which can be construed to constitute a nuisance, public or private in nature.

a.) Any question with regard to the interpretation of this paragraph shall be decided by DECLARANT or ASSOCIATION, whose decision shall be final.

26. OWNER COMPLIANCE. The covenants, restrictions and servitudes imposed by the Declaration of Restrictions shall apply not only to OWNERS, but also to any person or persons, entity or entities, occupying the OWNER'S premises under lease from the OWNER or by permission or invitation of the OWNER or his tenants, expressed or implied.

a.) Failure of the OWNER to notify said persons or occupants of the existence of said restrictions shall not in any way act to limit or divest the right of DECLARANT or ASSOCIATION of enforcement of these restrictions, and in addition, the OWNER shall be responsible for all violations of these restrictions by his tenants, licensees, invitees or guests and by guests, licensees and invitees of his tenants at any time.

27. DECLARATION OF RESTRICTIONS RUN WITH THE LAND. The herein contained restrictions shall constitute an easement and imposition in and upon the PROPERTY and every part thereof, and they shall run with the land and shall inure to the benefit of and be binding upon and enforceable by the DECLARANT and/or ASSOCIATION for a period of thirty (30) years from the date these restrictions are recorded, after which time the said restrictions may be extended for successive periods of ten (10) years until an instrument signed by a majority of the then owners of the PROPERTY has been recorded agreeing to change said restrictions in whole or in part.

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28. AMENDMENT OF RESTRICTIONS. DECLARANT or ASSOCIATION may, in its sole discretion, modify, amend, or add to this Declaration of Restrictions or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development originally set forth.

29. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any procedure at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to require certain performances or to recover damages or to enforce any lien created by these covenants. Any costs of collection, including reasonable attorneys' fees, which fees shall include those caused by reason of any appellate proceedings, incurred in the enforcement of these covenants, restrictions or liens shall be paid by OWNER. Failure by the ASSOCIATION or DECLARANT to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

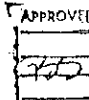
30. SEVERABILITY CLAUSE. Invalidation of any of these restrictions, in whole or in part, by a court of competent jurisdiction shall not affect any of the other restrictions.

IN WITNESS WHEREOF, FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, authorized to do business in the State of Florida, does hereby execute this Declaration of Restrictions in its name, by its undersigned authorized officers and affixes its corporate seal hereto, this 28th day of August, 1980, at Coral Springs, Florida.

FLORIDA NATIONAL PROPERTIES, INC.  
a Florida corporation

By: W. Buntemeyer  
W. BUNTEMAYER, President

Attest: A. N. Malanos  
A. N. MALANOS, Secretary



STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 28th day of August, 1980, by W. BUNTEMAYER, President of FLORIDA NATIONAL PROPERTIES, INC., a Florida corporation, on behalf of the corporation.

Esther R. Glendon  
Notary Public

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
GRAHAM W. WATT  
COUNTY ADMINISTRATOR

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES APR 4 1984  
BONDED TO THE GENERAL INS. UNDERWRITERS

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CONDOMINIUM WARRANTY DEED

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_ 1983, by and between M.A.P. FOREST PARK SOUTH I, INC., a Florida corporation, Grantor, and \_\_\_\_\_, Grantee, whose address is: \_\_\_\_\_.

WITNESSETH: Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations, to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and the heirs and assigns of Grantee, Forever, the following described real property in Broward County, Florida, to-wit:

Unit No. \_\_\_\_\_ of FOREST PARK SOUTH I, A CONDOMINIUM, according to the DECLARATION thereof, as recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Broward County, Florida, and all amendments thereto.

SUBJECT TO:

1. Conditions, restrictions, limitation, reservations, dedications and easements of record, and existing zoning ordinances.
2. The Declaration of Restrictions for Forest Park South I, as recorded in Official Records Book 5150, at Page 852, of the Public Records of Broward County, Florida.
3. Facts that an accurate survey or personal inspection would disclose.
4. Taxes for the current year and all subsequent years, and pending governmental liens.
5. The DECLARATION of CONDOMINIUM of FOREST PARK SOUTH I, A CONDOMINIUM, and all Exhibits and Amendments thereto, all of which Grantee, by acceptance of this Deed, agrees to comply with and be bound by.
6. Any mortgage executed by Grantee.

AND said Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

WITNESSES: FOREST PARK SOUTH I, INC.,  
a Florida corporation

BY: \_\_\_\_\_, its

STATE OF FLORIDA    )  
                          ) SS.  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of M.A.P. FOREST PARK SOUTH I, INC., a Florida corporation, on behalf of the corporation, this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

My commission Expires:

Exhibit "8"  
to the Prospectus

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned hereby acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

FOREST PARK SOUTH I, A CONDOMINIUM  
City of Coral Springs, Florida

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

DOCUMENT	RECEIVED
Prospectus Text	
Declaration of Condominium	
Articles of Incorporation	
Bylaws	
Estimated Operating Budget	
Form of Agreement for Sale or Lease	
Rules and Regulations	
Convenants and Restrictions (Declaration of Restrictions for Forest Hills South	
Ground Lease	N/A
Management and Maintenance Contracts for more than one year	
Renewable Management Contracts	N/A
Lease of Recreational and Other Facilities to be used Exclusively by Unit Owners of Subject Condominium	N/A
Form of Unit Lease if a Leasehold	N/A
Declaration of Servitude	N/A
Sales Brochures	N/A
Phase Development Description (See 718.503(2) (k) and 504(14)	N/A
Lease of Recreational and Other Facilities to be used by Unit Owners with Other Condo's (See 718.503(2) (h) )	N/A
Description of Management for Single Management of Multiple Condominium (See 718.503(2) (k) )	(Included in Prospectus)
Conversion Inspection Report	N/A
Conversion Termite Inspection Report	N/A
Plot Plan	
Survey of Land and Graphic Description of Improvements	
Executed Escrow Agreement	

MADE AVAILABLE

Plans and Specifications

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 1983.

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
PURCHASER

Exhibit "10"  
to the Prospectus