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D O C U M E N T S

FAIRVIEW AT PEMBROKE POINTE ONE
CONDOMINIUM ASSOCIATION

DECLARATION FOR THE CREATION OF A CONDOMINIUM,
PURSUANT TO THE CONDOMINIUM ACT, CHAPTER 718, FLORIDA STATUTES

DECLARATION OF CONDOMINIUM

FOR

FAIRVIEW AT PEMBROKE POINTE ONE

84-308925

SUBMISSION STATEMENT

The undersigned, being the owner and holder of record title to that certain real property situate, lying and being in Broward County, Florida, the legal description of which is attached hereto, made a part hereof, and labeled Exhibit "A", hereby submits the said real property together with the Improvements thereon, to condominium ownership pursuant to the Condominium Act.

I

DEFINITIONS

Definitions of terms used herein are as follows:

1. "Assessments" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against the Unit Owners.

2. "Association" means FAIRVIEW AT PEMBROKE POINTE Condominiums Association, Inc., a Florida non-profit corporation, the corporate entity responsible for the operation of the Condominium, which Association shall operate all Condominiums in the FAIRVIEW AT PEMBROKE POINTE PROJECT. A copy of the Articles of Incorporation of the Association are annexed hereto as Exhibit D.

3. "Board of Administration" means the Board of Directors or other representative body responsible for administration of the Association.

4. "By-Laws" means the By-Laws of the Association which are annexed hereto as Exhibit E, as the same may be amended from time to time.

5. "Common Elements" means the portions of the Condominium Property not included in the Units.

6. "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium.

7. "Common Properties" means those properties which are not part of the Condominium which are governed by the Condominium Association.

8. "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 and above the amount of Common Expenses of the Condominium.

9. "Condominium" means FAIRVIEW AT PEMBROKE POINTE ONE, a Condominium.

10. "Condominium Act" means Chapter 718, Florida Statutes (1981), as amended as of the date this Declaration is recorded in the Public Records of Broward County, Florida.

11. "Condominium Documents" means this Declaration and all Exhibits annexed hereto as the same may be amended from time to time.

WILL CALL 2487/BK
CHICAGO TITLE INSURANCE CO.
315 S.E. 7th ST.
FT. LAUDERDALE, FL 33301

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12. "Condominium Ownership" means that form of ownership created pursuant to the Condominium Act.

13. "Condominium Parcel" or "Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

14. "Condominium Property" means the lands, leaseholds and personal property that are subject by this Declaration and any amendments hereto to Condominium Ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto which are intended for use in connection with the Condominium. Condominium Property shall include personal property required for the intenance and operation of the Condominium even though owned by the Association.

15. "Declaration" means this Declaration of Condominium, as amended from time to time.

16. "Developer" means DCA at Pembroke Pointe, Inc., a Florida Corporation, its successors and assigns.

17. "Developer Mortgages" shall mean and refer to any and all mortgages held the Developer or its designee or assignees on Parcels or Units. The holder of a Developer Mortgage shall have the same rights as Institutional Mortgages, and all references to Institutional Mortgages in this Declaration of Condominium and the Exhibits attached hereto shall also an and refer to Developer Mortgages.

18. "Homeowners' Association" means the FAIRVIEW AT PEMBROKE POINTE Homeowners' Association, Inc., a Florida Corporation.

19. "Homeowners' Covenants" means the Declaration of Covenants, Restrictions and Easements for FAIRVIEW AT PEMBROKE POINTE Homeowners' recorded (or to be recorded) in the Public Records of Broward County, and shall when the context permits or requires, also mean the Articles of Incorporation and By-Laws of the Homeowners' Association, all as now or hereafter amended, modified or supplemented.

20. "Institutional Mortgagee" means a bank, savings and loan association, the Federal National Mortgage Association, an insurance company or union pension fund authorized to do business in the United States of America, an agency of the United States Government, a real estate investment trust, a private mortgage company, the Federal National Mortgage Association, the Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration/Veterans Administration or a lender generally recognized in the community as an institutional type lender. In case of question, the Developer may determine, in its sole discretion, who is an Institutional Mortgagee. An "Institutional First Mortgagee" is an Institutional Mortgagee who holds a first mortgage on a Condominium Parcel.

21. "Limited Common Elements" means those portions of the Common Elements which are reserved for the use of a certain Unit to the exclusion of other Units. Limited Common Elements include any assigned storage areas, and any balcony or patio which abuts a Unit. The term Common Element shall be deemed to include the Limited Common Elements unless the context requires otherwise.

22. "Management Company" means the person, firm or corporation employed by the Association hereunder as its agent to assist in fulfilling or carrying out certain duties, powers or functions of the Association.

23. "Primary Institutional Mortgagee" means the Institutional Mortgagee holding the highest dollar amount of indebtedness on Units.

24. "Unit Owner" means the owner of a Condominium Parcel.

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25. "Units" means those parts of the Condominium Property which are subject to exclusive ownership.

26. "Fairview at Pembroke Pointe Project" means and refers to that certain real property from time to time owned by the Developer upon which it intends to construct Residential Dwelling Units.

27. All other terms used herein which are defined in the Condominium Act shall have the meaning set forth in the Condominium Act.

II

NAME

The name which this Condominium is to be identified is:

FAIRVIEW AT PEMBROKE POINTE ONE, a Condominium

III

IMPROVEMENTS

The improvements on the Condominium Property consist of 5 two story buildings 4 of which contain 12 two bedrooms two bath apartment type Units and 1 containing 8 two bedroom two bath apartment type Units for a total of 56 Units. The improvements are graphically depicted on the Plot Plan and Survey attached hereto as Exhibit "B" and designated therein as buildings 7, 8, 9, 10 and 11. Balconies and/or patios, if any, are designated thereon and constitute limited common elements.

IV

UNITS

1. The Units are identified as follows:

a. Unit Numbers. Each Unit is separately identified, and no Unit bears the same designation as any other Unit.

b. Location. The Unit numbers and the location of each unit are shown on the Plot Plan and Survey annexed hereto as Exhibit B.

c. Size. The dimensions of each Unit are shown on the typical Unit floor plans which are annexed hereto as Exhibit B.

d. Boundaries. Each Unit is bounded as follows:

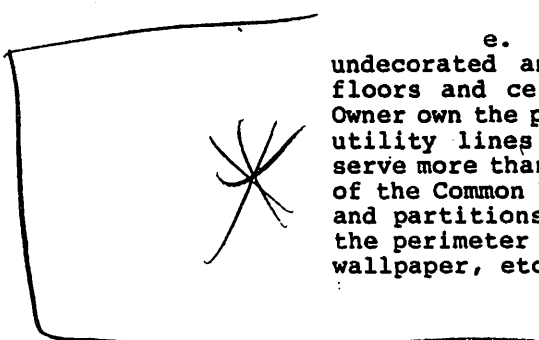
i. Upper and Lower Boundaries. The following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundary: The horizontal plan of the undecorated finished ceiling.

(b) Lower Boundary: The horizontal plane of the undecorated finished floor.

(ii) Perimetrical Boundaries: The vertical plane of the undecorated finished interior of the walls bounding the Unit extended to intersections with each other and with the upper and lower boundaries.

e. Ownership. The Unit Owner shall not own the undecorated and/or unfurnished surfaces of the perimeter walls, floors and ceilings bounding his or her Unit, nor shall the Unit Owner own the pipes, wires, conduits, cable television lines or other utility lines running through his Unit which are utilized for or serve more than one Unit; said items are by these presents made a part of the Common Elements. Each Unit Owner shall own the interior walls and partitions and the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings (including plaster, paint, wallpaper, etc.) contained within his or her Unit.



2. Easement for Encroachments. To the extent that any Unit or Common Element now or hereafter encroaches on any other Unit or Common Element, whether by reason of any deviation from the plots and plans in the construction, repair, restoration, renovation, or replacement of any improvement, or by reason of the setting or shifting of any land or improvement, a valid easement for such encroachment shall exist.

3. Title to Parcels. The fee title to each Condominium Parcel shall include both the Unit and its undivided interest in the Common Elements. Any attempt to separate the fee title to a Unit from the undivided interest in the appurtenant Common Elements shall be null and void.

4. Partition. No Unit Owner may bring any action for partition of the Condominium Property.

V

SHARING OF COMMON ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS

The Common Elements and Common Surplus shall be owned and the Common Expenses shared by the Unit Owners in the proportions set forth on Exhibit "C" attached hereto. The Common Elements are reserved exclusively for the use and benefit of the Unit Owners and their invited guests.

VI

PARKING

Parking spaces are shown on the Plot Plan and Survey attached hereto as Exhibit "B", which reflects property owned by the Developer, which property is not part of the Condominium Property and will in the future be conveyed to the FAIRVIEW AT PEMBROKE POINTE Homeowners' Association. The Developer shall assign at least one parking space to each Unit. All unassigned parking spaces shall be for the exclusive use of the guests, employees and invitees of the Unit Owners. The parking spaces are not part of the property submitted to Condominium Ownership by this Declaration of Condominium but are a portion of the Common Properties administered by the Homeowners' Association as provided for in Article XX.

VII

RESTRICTIONS ON OCCUPANCY AND USE OF PARCELS

Except as provided in Articles XIII and XIV, the following rules shall apply:

1. The Units shall be occupied as private dwellings for the Unit Owners and any of their approved tenants, members of their families and their social guests and for no other purpose.

2. If the Unit Owner is an entity such as a corporation, partnership, trust, etc., the Unit shall be occupied and used only by those persons who have been approved in writing by the Association.

3. No immoral, improper, offensive or unlawful use shall be made of any Unit, the Condominium Property, the Common Elements, or of any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof and all Rules and Regulations promulgated by the Association shall be observed.

4. Nothing shall be done or kept in the Units which will increase the premiums for insurance on the Condominium Property or which will obstruct or interfere with the rights of other Unit Owners.

5. No clothesline or similar devices shall be allowed on any portion of the Condominium Property.

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6. Nothing shall be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, or windows of the Condominium Units except with the prior written consent of the Board of Administration.

7. No business, trade or profession of any type whatsoever shall be conducted from within any Unit without the prior written consent of the Board of Administration.

8. Without prior written Association approval, the Common Elements, Limited Common Elements, and exterior portions of the Units shall not be repaired, replaced, or changed; balconies shall not be enclosed; exterior storm doors or shutters shall not be installed; and no Unit shall be materially altered or have a material structural addition annexed thereto. Any approved changes are subject to the following:

- (a) The Association must approve any contractor or sub-contractor retained by the Unit Owner, prior to the sub-contractor's commencing work on the Unit.
- (b) The Unit Owner shall be liable for any damage to any part of the Condominium Property caused by his contractor, sub-contractor or their employees.
- (c) Whether an alteration or addition is "material" shall be determined by the Association in its sole discretion.

9. No floor covering shall be installed in the Unit other than carpeting, kitchen vinyl or tile and bathroom tile and no carpeting may be removed and not replaced within fifteen (15) days of removal without the prior written consent of the Association.

→ 10. All common hallways and passages shall be kept free for their intended use by all Unit Owners and shall in no event be used as storage areas, either on a temporary or permanent basis.

→ 11. All garbage or trash shall be placed in the disposal facilities provided for such purposes by the Association.

→ 12. All occupants of Units shall exercise care about making noise and using musical instruments, radios, televisions and amplifiers that may tend to disturb occupants of other Units.

→ 13. No Unit shall be permanently occupied more than two persons for each bedroom in the Unit.

14. The Association shall determine the exterior color schemes of the Units and all Common Elements.

15. Pets shall be permitted subject to the following rules:

→ (a) The following pet are permitted: dogs and cats, which do not exceed fifteen (15) pounds, and birds and fish.

→ (b) Dogs may be walked only in the designated "pet walking area" established by the Board of Administration.

(c) No animals shall be raised on the Condominium Property for commercial purposes.

→ (d) A Unit Owner shall be liable for any soiling or damage to the building, grounds, flooring, walls, trim, finish, tiles, carpeting, stairs, etc., caused by the Unit Owner's pet and the Unit Owners agree to pay all costs involved in cleaning or in restoring any damage caused by their pets.

→ (e) Unit Owners shall be financially responsible for any and all damage caused by their pet.

→ (f) The Unit Owner shall put the pet out to board at its own expense should it be necessary because of any noise, damage to part of the Condominium Property, or reasonable complaints from other Unit Owners.

(g) All cats and dogs shall be held a leash outside of Condominium Units.

→ 16. In the event a Unit Owner makes any unauthorized alterations or additions to his Unit, the Limited Common Elements or the Common Elements, or otherwise violates or threatens to violate the provisions set forth in this Declaration or in any of the Rules and Regulations which may hereafter be adopted by the Board of Administration as provided in the By-Laws, the Association shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof and/or to impose and collect fines for such violations.

17. Children under the age of sixteen (16) shall be prohibited from residing in the Condominium. Nothing contained herein shall prohibit the temporary visit (not to exceed a total of sixty (60) days in any one calendar year) of a child, grandchild, nephew or niece of a Unit Owner. *

→ 18. The Association shall make and adopt such other rules and regulations as it shall deem necessary or convenient for the comfort and welfare of the Unit Owners or for the preservation or enhancement of the Condominium Property.

VIII

MAINTENANCE

1. Association Responsibility. The Association shall maintain, paint, repair, and replace all outside doors, the exteriors of all Units, the Common Elements, and the Limited Common Elements.

2. Unit Owners' Responsibility. Unit Owners shall maintain, repair and replace broken windows and broken sliding glass doors in their respective Units, their Units, and any additions they make to the Limited Common Elements or Common Elements.

3. Entry by Association. The Board of Administration or its agents or employees shall be allowed to enter Units during reasonable hours to maintain, inspect, repair, or replace the Common Elements and to determine compliance with the provisions of this Declaration and the Exhibits attached hereto and the Board or its agents or employees shall be allowed to enter a Unit in case of emergency at any time in order to prevent damage to that Unit, to the Common Elements, or to another Unit or Units.

4. Failure to Maintain. In the event a Unit Owner fails to maintain his Unit, the Limited Common Elements or the Common Elements as required herein, the Association shall have the right to proceed in a Court of Equity for an injunction to seek compliance with the provisions hereof and/or to impose and collect fines for such violations.

5. Acts of Owners, etc. Notwithstanding anything in this Declaration to the contrary, Unit Owners shall be responsible for any damage caused to the Common Elements or Limited Common Elements by their negligence or intentional acts or by the negligence or intentional act of any of their tenants, guests, invitees or employees.

IX

ASSESSMENTS

1. Assessments. The Association from time to time shall determine and assess against the Unit Owners the sum or sums necessary and adequate to provide both for the Common Expenses and for such other special and emergency expenses as are contemplated by this

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Declaration and the Exhibits attached hereto. The procedure for the determination of all Assessments shall be as set forth in the By-Laws and this Declaration.

2. Liability. A Unit Owner shall be personally liable for all Assessments coming due while he is the Unit Owner regardless of how title is acquired, including by purchase at a judicial sale. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments levied against the grantor prior to the time of conveyance without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

No Unit Owner may exempt himself from liability for his contribution towards the Common Expenses by waiving his right to use or enjoy any of the Common Elements or by abandoning his Unit.

3. Interests. Any Assessment which is not paid when due shall bear interest at 15 percent per annum. Interest shall accrue from the due date through the date the Assessment is paid.

4. Liens. The Association shall have a lien on each Condominium Parcel for any unpaid Assessments plus interest thereon. Such lien shall be filed in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien.

5. Unpaid Liens. Except as provided in paragraph XIV below, any person who acquires an interest in a Condominium Parcel including, without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit until such time as all unpaid Assessments on that Unit plus interest thereon and any attorneys fees and costs incurred in relation to collection of the Assessments have been paid. The Association, acting through the Board of Administration, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessment.

6. Special Assessments. If any Assessments are necessitated the negligence or misuse of a Unit Owner, his guests, family, tenants, invitees or employees or by any of their unauthorized addition to or alteration of a Unit, Limited Common Element, or Common Element, the Unit Owner shall be responsible therefor, and the Association shall levy a Special Assessment against him for the cost required to repair such damage.

X

THE ASSOCIATION

1. The Association, through its Board of administration, shall manage and operate the Condominium Property in accordance with its By-Laws as they may be amended from time to time.

2. All record Unit Owners shall be members of the Association and only such persons or entities shall be members.

3. Subject to the provisions set forth in this Declaration and in the By-Laws, each Unit is entitled to one vote which shall be cast by the "Voting Member" as that term is defined in the By-Laws.

4. The Board of Administration may enter into a contract with any firm, person or corporation, or may join with other condominium associations and entities in contracting in whole or in part for the maintenance and repair of the Condominium Property and may delegate to a contractor all the legally delegable powers and duties of the Association (including the power to collect Assessments) which are not specifically required by law, this Declaration, or the By-Laws to have the approval of the membership of the Association.

5. The employees, agents, contractors, or sub-contractors of the Association shall have the right to enter the Units at all reasonable times to do such work as is deemed necessary by the

Association and to enforce compliance with the provisions of this Declaration, of all Exhibits attached hereto and of any Rules and Regulations promulgated the Association.

6. The Association shall make available to Unit Owners and to holders, insurers, or guarantors of any first mortgage encumbering a Unit, current copies of the Declaration, By-Laws, Rules and Regulations affecting the Condominium and books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

XI

INSURANCE AND RESTORATION

1. Association to Purchase. The Association shall obtain and maintain adequate insurance to protect the Association and the Common Elements. All insurance purchased by the Association shall be:

(a) held for the benefit of the Unit Owners and their mortgagees as their interests may appear; and

(b) written by a company authorized to business in the State of Florida; and

(c) as to all hazard insurance policies: policies which contain provisions for the issuance of mortgagee endorsements; and

(d) approved by the Primary Institutional Mortgagee.

2. Insurance Trustee. After at least Five Thousand Dollars (\$5,000.00) in damage to any part of the Condominium Property covered by any insurance required hereunder, the Association and/or the Primary Institutional Mortgagee at the Primary Institutional Mortgagee's discretion, shall appoint an Insurance Trustee which is a bank or trust company with its principal place of business in the State of Florida having trust powers and such other powers as the Board of Administration requires. The Insurance Trustee and the Association shall enter into an Insurance Trust Agreement which provides that the Insurance Trustee:

(a) shall receive the proceeds payable under the hazard insurance policies; and

(b) shall not be responsible for the payment or sufficiency of premiums; and

(c) shall not be responsible for the collection of any insurance proceeds; and

(d) shall be liable only for the monies paid to it and for its willful misconduct, bad faith, or gross negligence.

3. Payment of Premiums, Trustee's Expenses and Collection:

As part of the Common Expenses, the Board of Administration shall collect and pay the premiums for all insurance and all fees and expenses of the Insurance Trustee.

4. Coverage:

(a) Liability Insurance: The Board of Administration shall obtain public liability and property damage insurance covering the Common Elements. Such insurance shall be in an amount which the Board of Administration determines from time to time, provided that the minimum amount coverage shall be Five Hundred Thousand Dollars (\$500,000.00) for injury to any one person, One Million Dollars (\$1,000,000.00) for any single occurrence and Ten Thousand Dollars (\$10,000.00) for property damage.

(b) Casualty: The Board of Administration shall obtain insurance covering all buildings and improvements, including the Common Areas, on the Condominium Property and all personal property

included in the Condominium Property in an amount equal to their maximum insurable replacement value, excluding foundation and excavation costs, which amount shall be determined annually by the Board of Administration. Such coverage shall afford protection against: (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; (ii) Flood; (iii) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use, including but not limited to, vandalism and malicious mischief.

(c) Workman's Compensation: Workmen's Compensation Insurance shall be acquired in an amount required by law.

5. Duty to Reconstruct. Unless there occurs "Very Substantial Damage" as defined below, whenever a loss or damage occurs to the property required above to be covered by insurance, whether such property is within or without the Units, the Association shall repair, restore and rebuild the damage caused by said loss.

6. Very Substantial Damage. As used herein, the term "Very Substantial Damage" shall mean that three-fourths (3/4ths) or more of the Units are rendered untenable by casualty loss or that the damage or loss causes 75% or more of the total amount of insurance coverage placed pursuant to Section 4(b) of this Article to become payable. In the event any dispute shall arise as to whether or not "Very Substantial Damage" has occurred, such a finding made by the Board of Administration shall be binding on all Unit Owners.

7. Very Substantial Damage - No Reconstruction. Should there occur "Very Substantial Damage" to the Condominium Property, the Condominium shall not be reconstructed unless three-fourths (3/4ths) of the Voting Members and the Primary Institutional Mortgagee agree thereto in writing within sixty (60) days after the casualty loss or damage has occurred. The determination not to reconstruct after casualty shall be evidenced by a Certificate signed by one of the officers of the Association stating that the said sixty (60) day period has elapsed and that the Association has not received the necessary approvals. The Association shall be responsible for notifying the Primary Institutional Mortgagee in writing within five days of the occurrence of Very Substantial Damage.

In the event reconstruction of Very Substantial Damage is not approved, the Insurance Trustee is authorized to pay the insurance proceeds received by it to the Unit Owners and their mortgagees, as their interests may appear and the Condominium Property shall be removed from the provisions of the Condominium Act with the results provided for by the Condominium Act. The termination provided for herein shall override the termination provision of Article XVIII hereof. Proviso: no decision not to reconstruct can be made without the consent of the Developer until such time as it no longer owns any Units in the Condominium.

8. Reconstruction:

(a) Immediately after a casualty causing damage to any part of the property required to be insured by the Association, the Board of Administration shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss.

(b) Any reconstruction or repair must be made either substantially in accordance with the original plans and specifications for the improvements on the Condominium Property or in accordance with plans and specifications improved by the Board of Administration, the owners of not less than 75% of the Units, the Developer if it owns any Units, and the Owners and Institutional Mortgagees of all Units for which the plans are to be altered.

(c) If the net proceeds of insurance are insufficient to pay the estimated costs of reconstruction and repair then upon determination of the amount of deficiency, the Board of Administration shall promptly levy a Special Assessment against all Unit Owners

against all Unit Owners for their pro rata share of the deficiency as determined in accordance with Exhibit "C". Such Assessments shall be deposited with the Insurance Trustee when they are collected, and together with the insurance proceeds, shall constitute a construction fund to be disbursed for payment of the costs of reconstruction as follows:

(i) If the amount of the estimated cost of reconstruction and repair is less than \$50,000.00 then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Administration; provided, however, that upon request to the Insurance Trustee by an Institutional First Mortgagee which is a beneficiary of an insurance policy whose proceeds are included in the construction fund, such fund shall be disbursed in the manner provided in paragraph (ii) below for the reconstruction and repair of major damage.

(ii) If the amount of the estimated cost of reconstruction and repair is \$50,000.00 or more, then the construction fund shall be disbursed to the contractors engaged in such repair and restoration in appropriate progress payments which have been approved by an architect qualified to practice in Florida who has been employed by the Association to supervise the work. The procedures for disbursement of progress payments shall be agreed upon by the Board of Administration, the Primary Institutional Mortgagee, and the Insurance Trustee.

On completion of the reconstruction hereinabove provided for, any balance remaining in the construction fund shall be paid to the Unit Owners and their mortgagees as their interests may appear.

9. Payments to Mortgagees. In the event an Institutional Mortgagee requires the payment of insurance proceeds to it, that sum shall be paid to the said mortgagee and the Unit Owner of such mortgaged Unit shall then be obligated to deposit an equivalent amount in the construction fund towards his share of the rebuilding costs.

10. Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

11. Mortgagee Approval. Those provisions in this Article XI which are for the benefit of Institutional Mortgagees may be enforced by such mortgagees and may not be amended without the consent of all affected Institutional Mortgagees.

12. Mortgagee's Rights. An Institutional First Mortgagee shall always be entitled to receive in reduction of its mortgage debt that portion of insurance proceeds apportioned to its mortgaged Unit in the same percent as the percent of ownership of Common Elements appurtenant to such Unit in the event;

a. Its mortgage is not in good standing and is in default,
or

b. Insurance proceeds are not sufficient to complete restoration, reconstruction or repair, and the Board of Administration has not made additional funds available for such purpose, or

c. The Board or Administration and the Unit Owners elect to restore, repair or reconstruct the Condominium Property or a portion of it in a manner or condition substantially different from that existing prior to the casualty and such Mortgagee has not consented in writing to such change or alteration.

13. Optional Insurance Which Individual Owners May Purchase. The Association shall have no liability to Unit Owners for the Owner's furniture, fixtures and other personal property located within the Units or on the Common Elements or Limited Common Elements nor shall it have any liability for thefts or accidents occurring within the Units or Limited Common Elements; therefore, Units Owners who wish

to have their personal property insured and who wish to have theft or liability insurance covering their personal possessions and accidents within their Units or on their Limited Common Elements must purchase appropriate policies themselves.

XII

SALE, LEASE AND MORTGAGE OF PARCELS

1. Sales. Sales of Condominium Parcels shall be governed by the following:

(a) The terms "purchase" and "sale" shall include all transfers for value of interests in Condominium Parcels.

(b) The Association shall have a right of first refusal on all offers to purchase a Condominium Parcel. If a Unit Owner receives a bona fide offer to sell his Condominium Parcel or any interest therein which he wants to accept, he shall send an executed copy of such offer to the Association. The Association shall have 30 days from the date of receipt of the copy in which to notify the Unit Owner in writing that the Association accepts or rejects the offer. If the Association accepts the offer, then it may elect to purchase the Parcel in its own behalf or may name a designee who will purchase in which case the Association or its designee shall consummate the transaction in accordance with the terms and conditions set forth in the bona fide offer. If the Association rejects the offer, then it shall deliver to the Unit Owner a written consent in recordable form which evidences the Association's consent to the transfer of ownership of the Parcel to the purchaser named in the offer submitted to it.

(c) If there is a transfer of ownership of a Condominium Parcel by gift, inheritance or operation of law other than to a bona fide purchaser then the transferee shall notify the Association of the transfer within thirty (30) days after the transfer. The Association shall have sixty (60) days from receipt of such notice within which to either approve or disapprove of such transferee as follows: (i) Approval shall be evidenced by a certificate executed in recordable form and delivered to the transferee who shall cause the same to be recorded among the Public Records; (ii) Disapproval shall be accomplished by the Association's offer to purchase the Parcel for cash within sixty (60) days for its fair market value. If the parties are unable to agree upon a fair market value, then they shall each appoint an independent M.A.I. appraiser to determine the Parcel's fair market value. If the two estimates are within 10% of each other, then they shall be averaged and the result conclusively presumed to be the fair market value. If the two estimates differ by more than 10%, the two appraisers shall appoint a third appraiser and the three appraisals shall be averaged to determine the fair market value. Each party shall be liable for the cost of the appraiser he appoints and they shall share the cost of a third appraiser if needed.

(d) No judicial sale of a Condominium Parcel or any interest therein shall be valid unless:

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

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

2. Leases. Leases of Parcels shall be subject to the following:

(a) Should a Unit Owner wish to Lease his Condominium Parcel or any interest therein, or should an approved Lessee wish to sublease the Condominium Parcel he is leasing, he shall furnish the Association with a copy of the proposed Lease and the name of the proposed lessee. The Association shall have fifteen (15) days from the receipt of notice within which to approve or disapprove of

the proposed lease and/or lessee and it shall give the Unit Owner written notice of its decision within said period. Failure to notify the Unit Owner shall be deemed an approval.

(b) No individual rooms may be rented and no transient tenants may be accommodated.

(c) All leases must be at least 3 months in length.

3. Liability. The liability of the Unit Owner under these covenants shall continue notwithstanding the fact that he may have leased or rented his interest as provided herein, and every Purchaser, tenant or lessee shall take his Parcel subject to this Declaration, the By-Laws of the Association and the Condominium Act.

4. Association Fee. The Unit Owner or Lessee seeking approval of a sale, lease, or sub-lease of a Condominium Parcel shall pay for the expenses reasonably incurred by the Association for the approval of such transaction which expense shall not exceed \$50.00. No charge shall be made in connection with an extension or renewal of a lease.

5. Mortgages. Mortgages of Parcels shall be subject to the following: No Unit Owner may mortgage his Condominium Parcel or any interest therein without the approval of the Association, except to an Institutional Mortgagee and except on a sale of the Parcel, pursuant to the Declaration, where the seller takes back a purchase money mortgage. The approval of any other mortgage may be granted upon conditions determined by the Association or may be arbitrarily withheld.

6. The provisions of paragraphs 1(b), 1(c), 2 and 5 of this Article shall be inapplicable to any sale, lease, mortgage, transfer or devise to a Unit Owner's spouse or to the children, parents, brothers, or sisters of the Unit Owner or his spouse which transfers shall not require any prior approval of the Association. Upon request and compliance with paragraph 4 of this Article, the Association shall deliver a recordable consent to such related transferee.

XIII

DEVELOPER'S PRIVILEGES

1. Amendment of Plans. The Developer reserves the right to change the interior arrangement of any or all Units which the Developer owns, to alter the boundaries between any Units it owns, and to alter the boundaries of any Common Elements abutting any Unit it owns. Such changes shall be effected by the recording of an amendment to the Declaration which contains a survey showing such changes. If such amendment affects more than one Unit, appropriate changes in the sharing of Common Expenses, Common Surplus and the Common Elements appurtenant to such Units shall be noted on the amendment; provided that the effect of such an amendment shall be to give any new Unit which results from the removal of the party wall or walls between one or more Units a percentage share of the Common Elements, Common Expenses and Common Surplus which is equal to the total percentage share which was previously assigned to the original Units which comprise the new Unit. The amendment need be signed and acknowledged only by the Developer and any Institutional Mortgagees holding mortgages on the altered Units and need not be approved by the Association or the Unit Owners.

2. Sale, Lease or Mortgage. The Developer may sell, lease, or mortgage any Parcel it owns under any terms and to whatever purchasers, tenants and mortgagees it chooses notwithstanding anything contained in Article XII above or anywhere else in this Declaration to the contrary.

3. Business. So long as the Developer owns any Units in the Condominium, the Developer may transact any business on the Condominium Property, necessary or convenient to consummate sales of Units including, but not limited to, maintaining an office and models, displaying signs, hiring employees, using the Common Elements

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for parking for prospective Purchasers, and showing the Units. All office and sales equipment belonging to the Developer shall remain the property of the Developer and may be removed by Developer at any time.

4. Easements. As long as the Developer has control of the Association, the Developer shall have the right to grant such easements over the Condominium Property to such beneficiaries and for such time as it determines in its sole discretion to be of benefit to the Condominium or to the Developer, and thereafter the Association shall be empowered to grant such easements on behalf of its members. During the period of time the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The foregoing easements may be granted only if they do not structurally weaken the improvements upon the Condominium Property or unreasonably interfere with the enjoyment of the Condominium Property by the Unit Owners.

5. Cable Television. The Developer reserves for itself, its successors and assign the right, but not the obligation, to install such lines, cables or other equipment on the Condominium Property which may be necessary for the creation of a community antenna television system thereon. In the event the Developer exercises this option, each Unit Owner will be responsible for paying all monthly charges for the furnishings of the community antenna television system to his Unit.

6. Scrivener's Errors. The Developer may amend this Declaration to correct scrivener's errors without obtaining the Association's consent.

The provisions of this Article shall apply notwithstanding anything to the contrary contained elsewhere in this Declaration.

XIV

MORTGAGEE PRIVILEGES

1. Liens on Mortgaged Units. Where an Institutional First Mortgagee obtains title to a Condominium Parcel as a result of foreclosure or acceptance of a Deed in lieu of foreclosure, such Institutional Mortgagee, its successors and assigns shall not be liable for Assessments pertaining to such Condominium Parcel which became due prior to the acquisition of title unless such Assessments are secured by a claim of lien which was recorded prior to the recording of such mortgage. Such unpaid Assessments shall become Common Expenses collectible from all of the Unit Owners, including such acquirer, its successor and assigns.

2. Sale, Lease or Mortgage of Units. An Institutional First Mortgagee holding a mortgage on a Condominium Parcel who become an owner of that Parcel through foreclosure or by Deed in lieu of foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for Common Expenses, shall have the unqualified right to sell, lease or otherwise transfer said Parcel and/or to mortgage said Parcel without prior offer to or approval of the Board of Administration.

3. Priority. The lien of an Institutional Mortgage shall have priority over the Association's lien for Assessment.

4. Mortgagee's Option. Institutional First Mortgagees may pay any charges which are in default and which may or have become a charge against any Condominium Property and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy for the Condominium Property. Any Institutional First Mortgagee making such payment shall be entitled to an immediate reimbursement therefore from the Association, and to the extent of the monies so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association against the Unit Owners for the payment of such item of Common Expense.

5. Notice. An Institutional First Mortgagee, upon request, is entitled to written notification from the Association of (a) any default in the performance by a Unit Owner whose Unit is encumbered by the mortgage, of any obligation under this Declaration which is not cured within sixty (60) days, (b) any condemnation loss or casualty loss which affects a material portion of the Condominium Property or of the encumbered Unit; (c) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (d) any proposed action which would require the consent of a specified percentage of mortgage holders.

6. Developer's Exemptions. Any provision of this Declaration granting exemptions to the Developer from the terms or restrictions hereof, or granting any special rights, shall likewise apply to any Institutional First Mortgagee who becomes either the successor in title to the Developer or acquires title to all or any unsold Units by way of foreclosure, deed in lieu thereof, or otherwise.

The provisions of this Article shall apply notwithstanding to the contrary contained elsewhere in this Declaration.

XV

EASEMENTS

The Developer, by the signing of this Declaration, hereby grants to the Unit Owners, their families, guests and employees, as part of the Common Elements and to governmental agencies and utility companies which service the Condominium Property, a nonexclusive easement for ingress and egress over such streets, walks and such other parts of the Condominium Property as are from time to time used as rights-of-way or which are necessary to provide reasonable access to and from the Units, the Common Elements and the public ways and to provide governmental services to and to maintain and install public utility service to the Condominium Property.

The Developer reserves unto itself, its successors and assigns the exclusive right to provide Cable Television Services and facilities to the Condominium.

XVI

TITLE

The real property submitted to condominium ownership herewith shall be conveyed subject to the following:

(a) Conditions, limitations, easements, restrictions and reservations of record.

(b) Real Estate Taxes for the year of conveyance and subsequent years.

(c) Applicable zoning ordinances now existing or which may hereafter exist.

(d) Easements for ingress and egress for pedestrian and vehicular purposes.

(e) Easements for utility service, drainage and cable television now existing or hereafter granted by the Developer for the benefit of such persons as the Developer designates.

(f) This Declaration of Condominium and all Exhibits attached hereto.

(g) Declaration of Covenants, Restrictions and Easements for FAIRVIEW AT PEMBROKE POINTE Homeowners.

XVII

NO EXPRESS OR IMPLIED WARRANTIES

Other than those warranties specifically required under the Condominium Act, the Developer gives no express or implied warranties to any Unit Owner or to any other person or entity.

XVIII

TERMINATION

The Condominium Property may be removed from the provisions of the Condominium Act and the Condominium there terminated when ninety (90%) percent of the Unit Owners, the holders of all recorded liens which encumber any Condominium Property, and the Developer if it owns any Units consent thereto in a written instrument to that effect.

XIX

METHOD OF AMENDMENT OF DECLARATION

1. This Declaration may be amended at any regular or special meeting of the Unit Owners called for that purpose in accordance with the By-Laws. Amendments must be approved by a vote of two-thirds of the Voting Members present at such meeting. Such amendment shall be evidenced by a Certificate of the Association executed with the formalities of a Deed and shall include the recording data identifying this Declaration. The Certificate shall become effective upon its being recorded in the Public Records.

2. No amendment shall materially change the configuration or size of any Unit, its undivided share of the Common Elements, its proportionate share of Common Expense or Common Surplus, its voting rights, nor shall any amendment materially alter or modify the appurtenances to any Unit, unless the affected Unit Owners and all record holders of liens thereon shall join in the execution of the amendment, and provided further that said amendment shall be voted on, and evidenced and recorded in the same manner as all other amendments to this Declaration.

3. No amendment that would be detrimental to the sale of Units by the Developer shall be valid, so long as the Developer is the owner of any Units within the Condominium, without the Developer's written approval. No amendment which in any manner changes the rights and privileges of the Developer shall be valid without the Developer's written approval.

4. No amendment which shall in any manner impair the security of any Institutional Mortgagee shall be valid without the written approval of all affected Institutional Mortgagees of record.

XX

PROPERTIES NOT SUBJECT TO THIS DECLARATION

1. Fairview at Pembroke Pointe Homeowners' Association. This Condominium is part of a project known as Fairview at Pembroke Pointe (the "Project"). The Common Properties (as that term is defined in the Homeowners' Covenants) of the Project consist of all real properties in the Project and improvements thereon other than those which have been submitted to Condominium ownership under this or any other Declaration of Condominium. The Homeowners Association maintains, repairs and in all respects controls the Common Properties subject to the Homeowners' Covenants. The Homeowners' Covenants also contain certain rules, regulations and restrictions relating to the use of the Common Properties. Each Unit Owner will be a member of the Homeowners' Association and subject to all of the terms and conditions of the Homeowners' Covenants, as they may be amended from time to time. Among the powers of the Homeowners' Association is the power to assess Unit Owners (of this Condominium and other Condominiums which may become members of the Homeowner's Association)

for a pro-rata share of the expenses of the operation, maintenance and management relating to such Common Properties. All such Assessments shall, be Common Expenses. The Homeowners' Association shall have all of the lien rights provided for herein and provided for in the Homeowners' Covenants against the members' Units in the event such assessments are not paid when due as if they were part of the Common Expenses provided for herein. The Unit Owners shall also be entitled to use all of the Common Properties on a non-exclusive basis in accordance with the terms of the Homeowners' Covenants although certain of such Common Properties (such as parking areas) may be designated for the exclusive use of one or more of the Unit Owners as provided in the Homeowner's Covenants. If for any reason the Homeowner's Covenants are terminated, all rights to use the Common Properties shall immediately cease and terminate and the Developer shall have the right to erect appropriate barricades to prevent such use. No prescriptive rights shall accrue regardless of the length or nature of use as long as the Homeowner's Covenants are in effect.

2. The Lake. The Common Properties of the Homeowners' Association also include a lake which is subject to the Homeowners' Covenants. The Homeowners' Covenants contain certain rules, regulations and restrictions relating to the use of the Lake. All expenses necessary to maintain the Lake shall constitute a portion of the Common Expenses of the Homeowners' Association and shall be borne on a pro-rata basis by the Unit Owners.

3. Mandatory Membership. Membership in the Homeowners' Association shall be mandatory for all Unit Owners.

4. Non-Exclusive. The properties, easements and privileges which are the subject matter of the Homeowner's Covenants shall be used by Unit Owners of this Condominium on a non-exclusive basis with any other users of the property described therein and located within the Project.

5. Lien Rights. The liens for Assessments established in the Homeowner's Covenants shall be of equal dignity with each other and of equal dignity with the lien rights created herein.

6. Meter Rooms and Light Fixtures. Rooms and The Common Properties included in the Homeowners Covenants may contain equipment requiring electricity which is supplied by utility lines (through utility easements created herein in favor of the Homeowners' Association) running from the meter room or rooms located on the Condominium Property. The Homeowners' Covenants provides that the expense of maintaining light fixtures, including bulbs, located outside of units, as well as the cost of all electricity used on the Common Elements of the Condominium, shall be Common Expenses of the Homeowners' Association.

ARTICLE XXI

FINES

Section 1. Compliance. Every Unit Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations as same exist and as may be adopted in the future by the Board of Directors.

Section 2. Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, injunctive relief or any combination thereof. The Board of Directors shall have the right to suspend voting rights and use of the Common Elements in addition thereto.

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon a Unit Owner for failure of a Unit Owner, his tenants, family guests, invitees or employees to comply herewith or with any rule or regulation provided the following procedures are followed:

(a) Notice. The Board of Directors shall notify the Unit Owner of the infraction or infractions. Included in the Notice shall be the date and time of a special meeting of the Board of Directors, at which time the Unit Owner shall present reasons why penalties should not be imposed. At least six (6) days' written notice of such meeting shall be given.

(b) Hearing. The facts of non-compliance or violation shall be presented to the Board of Directors after which the Board shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Unit Owner not later than ten (10) days after the hearing.

(c) Penalties. The Board of Directors may impose a special assessment or assessments against the Unit owned by the Unit Owner as follows:

(1) First non-compliance or violation: a fine not in excess of Twenty-Five Dollars (\$25.00).

(2) Second non-compliance or violation: a fine not in excess of Fifty Dollars (\$50.00).

(3) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Hundred Dollars (\$100.00).

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after Notice of the imposition of same.

(e) Collection of Fines. Fines shall be treated as an Assessment subject to the provisions for collection of Assessments as set forth in Article VII.

(f) Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Unit Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.

XXII

MANAGEMENT AGREEMENT

The Association has entered into an agreement with Gold Coast Property Management, Inc. (The "Management Company") whereby the latter will provide management and maintenance services for the Condominium and Condominium Property. By acceptance of a deed, each Unit Owner shall be deemed as having (i) adopted, ratified, and consented to such agreement; (ii) agreed that the provisions thereof are fair and reasonable; (iii) agreed that the nominees of the Developer, acting as Officers and Directors of the Association have not breached any fiduciary duty reason of having entered into said agreement.

XXIII

MISCELLANEOUS PROVISIONS

1. All provisions of this Declaration and Exhibits attached hereto, and Amendments thereof shall be construed as covenants running with the land, and of every part thereof and therein, including, but not limited to, every Unit and the appurtenances thereto.

2. All Unit Owners, their heirs, executors, administrators, successors, assigns, guests, invitees and employees shall be bound by all of the provisions of this Declaration and Exhibits annexed hereto and any amendments hereof.

3. If any provision of this Declaration, or of any of the Exhibits attached hereto is held invalid, the validity of the remainder

of this Declaration and of the Exhibits attached hereto shall not be affected thereby.

4. All Exhibits annexed hereto are hereby incorporated herein by reference.

5. Unless the context otherwise requires, when used herein the masculine shall include the feminine and the neuter, the singular shall include the plural and the plural shall include the singular.

6. The Unit Owners hereby appoint the Developer as their attorney-in-fact to execute any documents required by any governmental agency for the completion of the Improvements on the Condominium Property.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 4th day of September, 1984

Signed, sealed and delivered
in the presence of:

DCA at Pembroke Pointe, Inc.
a Florida corporation

Linda Hirsch

By: Eric Levin

Becky J. Smith

Attest: Laura Sparanese
Asst. Secy.

STATE OF FLORIDA)
COUNTY OF BROWARD)SS:

The foregoing Declaration of Condominium was acknowledged before me this 4th day of September, 1984, by Eric Levin, as President and Laura Sparanese, Asst. Secy. respectively of DCA at Pembroke Pointe, Inc., a Florida corporation, on behalf of said corporation.

Beth S. Kaplan
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR 21, 1988
BONDED THRU GENERAL INS. UND.

OFF 11975 PAGE 4 11

EXHIBIT "A"

DECLARATION OF CONDOMINIUM OF FAIRVIEW AT
PEMBROKE POINTE CONDOMINIUM ONE

BUILDING 7:

A portion of Tract "A", "PEMBROKE POINTE SECTION ONE", according to the plat thereof as recorded in Plat Book 115 at Page 38 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "A"; thence South 89 degrees 56 minutes 55 seconds West, along the Northerly boundary line of said Tract "A", for 840.10 feet; thence South 0 degrees 03 minutes 05 seconds East, at right angles to the last described course, for 57.53 feet to the Point of Beginning of the following described parcel; thence continue South 0 degrees 03 minutes 05 seconds East, along the last described course, for 47.34 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 23.50 feet; thence South 0 degrees 03 minutes 05 seconds East, for 10.67 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 12.00 feet; thence North 0 degrees 03 minutes 05 seconds West for 4.33 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 100.00 feet; thence North 0 degrees 03 minutes 05 seconds West, for 10.67 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 23.50 feet; thence North 0 degrees 03 minutes 05 seconds West, for 47.34 feet; thence North 89 degrees 56 minutes 55 seconds East, at right angles to the last and next described courses, for 51.92 feet; thence North 0 degrees 03 minutes 05 seconds West, for 5.00 feet; thence North 89 degrees 56 minutes 55 seconds East, at right angles to the last and next described courses, for 55.16 feet; thence South 0 degrees 03 minutes 05 seconds East for 9.33 feet; thence North 89 degrees 56 minutes 55 seconds East, at right angles to the last described course, for 51.92 feet to the Point of Beginning.

Lying and being in the North 1/2 of Section 18, Township 51 South, Range 41 East, City of Pembroke Pines, Broward County, Florida and containing 0.205 Acres more or less.

TOGETHER WITH:

(Continued on following page)

-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Architects - Land Planners

18800 N. W. Second Ave.

Miami, Florida 33169

Order No. 147446

August 30, 1984

NOTE: The Sketch to accompany this legal description is shown in Exhibit "B" of the Declaration of Condominium of Fairview at Pembroke Pointe Condominium One.

EXHIBIT "A"

DECLARATION OF CONDOMINIUM OF FAIRVIEW AT
PEMBROKE POINTE CONDOMINIUM ONE

BUILDING 8:

A portion of Tract "A", "PEMBROKE POINTE SECTION ONE", according to the plat thereof, as recorded in Plat Book 115 at Page 38 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "A"; thence South 89 degrees 56 minutes 55 seconds West, along the Northerly boundary line of said Tract "A", for 668.90 feet; thence South 0 degrees 03 minutes 05 seconds East, at right angles to the last described course, for 57.53 feet to the Point of Beginning of the following described parcel; thence continue South 0 degrees 03 minutes 05 seconds East, along the last described course, for 47.34 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 23.50 feet; thence South 0 degrees 03 minutes 05 seconds East, for 10.67 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 12.00 feet; thence North 0 degrees 03 minutes 05 seconds West, for 4.33 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 100.00 feet; thence North 0 degrees 03 minutes 05 seconds West, for 10.67 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 23.50 feet; thence North 0 degrees 03 minutes 05 seconds West, for 47.34 feet; thence North 89 degrees 56 minutes 55 seconds East, at right angles to the last and next described courses, for 51.92 feet; thence North 0 degrees 03 minutes 05 seconds West, for 5.00 feet; thence North 89 degrees 56 minutes 55 seconds East at right angles to the last and next described courses, for 55.16 feet; thence South 0 degrees 03 minutes 05 seconds East, for 9.33 feet; thence North 89 degrees 56 minutes 55 seconds East, at right angles to the last described course, for 51.92 feet to the Point of Beginning.

Lying and being in the North 1/2 of Section 18, Township 51 South, Range 41 East, City of Pembroke Pines, Broward County, Florida and containing 0.205 Acres more or less.

ALSO TOGETHER WITH:

(Continued on following page)

-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Architects - Land Planners

18800 N. W. Second Ave.

Miami, Florida 33169

Order No. 147446

August 30, 1984

NOTE: The Sketch to accompany this legal description is shown in Exhibit "B" of the Declaration of Fairview at Pembroke Pointe Condominium One.

EXHIBIT "A"

DECLARATION OF CONDOMINIUM OF FAIRVIEW AT
PEMBROKE POINTE CONDOMINIUM ONE

BUILDING 9:

A portion of Tract "A", "PEMBROKE POINTE SECTION ONE", according to the plat thereof as recorded in Plat Book 115 at Page 38 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "A"; thence South 89 degrees 56 minutes 55 seconds West, along the Northerly boundary line of said Tract "A", for 447.90 feet; thence South 0 degrees 03 minutes 05 seconds East, at right angles to the last described course for 48.20 feet to the Point of Beginning of the following described parcel; thence continue South 0 degrees 03 minutes 05 seconds East, along the last described course, for 47.34 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 23.50 feet; thence South 0 degrees 03 minutes 05 seconds East, for 15.33 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 13.00 feet; thence North 0 degrees 03 minutes 05 seconds West, for 10.33 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 37.00 feet; thence South 0 degrees 03 minutes 05 seconds East, for 10.67 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 12.00 feet; thence North 0 degrees 03 minutes 05 seconds West, for 10.67 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 23.50 feet; thence North 0 degrees 03 minutes 05 seconds West, for 47.34 feet; thence North 89 degrees 56 minutes 55 seconds East, at right angles to the last and next described courses, for 51.92 feet; thence North 0 degrees 03 minutes 05 seconds West, for 5.00 feet; thence North 89 degrees 56 minutes 55 seconds East, at right angles to the last described course, for 57.08 feet to the Point of Beginning.

Lying and being in the North 1/2 of Section 18, Township 51 South, Range 41 East, City of Pembroke Pines, Broward County, Florida and containing 0.128 Acres more or less.

ALSO TOGETHER WITH:

(continued on following page)

-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Architects - Land Planners

18800 N. W. Second Ave.

Miami, Florida 33169

Order No. 147446

August 30, 1984

NOTE: The Sketch to accompany this legal description is shown in Exhibit "B" of the Declaration of Condominium of Fairview at Pembroke Pointe Condominium One.

EXHIBIT "A"

DECLARATION OF CONDOMINIUM OF FAIRVIEW AT
PEMBROKE POINTE CONDOMINIUM ONE

BUILDING 10:

A portion of Tract "A", "PEMBROKE POINTE SECTION ONE", according to the plat thereof, as recorded in Plat Book 115 at Page 38 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "A" (said Point of Commencement being on a curve and bearing North 0 degrees 03 minutes 05 seconds West, from the radius point of the next described curve); thence Westerly and Southwesterly, along a circular curve to the left having a radius of 706.00 feet and a central angle of 30 degrees 45 minutes 09 seconds for an arc distance of 378.93 feet to a Point of Tangency; thence South 59 degrees 11 minutes 46 seconds West, for 244.00 feet (last mentioned two courses being coincident with the Southerly boundary lines of said Tract "A"); thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 28.20 feet to the Point of Beginning of the following described parcel; thence South 59 degrees 11 minutes 46 seconds West, for 51.92 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last and next described courses, for 5.00 feet; thence South 59 degrees 11 minutes 46 seconds West, for 55.16 feet; thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 9.33 feet; thence South 59 degrees 11 minutes 46 seconds West for 51.92 feet; thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 47.34 feet; thence North 59 degrees 11 minutes 46 seconds East, for 23.50 feet; thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 10.67 feet; thence North 59 degrees 11 minutes 46 seconds East, for 12.00 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last and next described courses, for 4.33 feet; thence North 59 degrees 11 minutes 46 seconds East, for 100.00 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last and next described courses for 10.67 feet; thence North 59 degrees 11 minutes 46 seconds East, for 23.50 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last described course, for 47.34 feet to the Point of Beginning.

Lying and being in the North 1/2 of Section 18, Township 51 South, Range 41 East, City of Pembroke Pines, Broward County, Florida and containing 0.205 Acres more or less.

ALSO TOGETHER WITH:

(continued on following page)

-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Architects - Land Planners

18800 N. W. Second Ave.

Miami, Florida 33169

Order No. 147446

August 30, 1984

NOTE: The Sketch to accompany this legal description is shown in Exhibit "B" of the Declaration of Condominium of Fairview at Pembroke Pointe Condominium One.

EXHIBIT "A"

DECLARATION OF CONDOMINIUM OF FAIRVIEW AT
PEMBROKE POINTE CONDOMINIUM ONE

BUILDING 11:

A portion of Tract "A", "PEMBROKE POINTE SECTION ONE", according to the plat thereof as recorded in Plat Book 115 at Page 38 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "A" (said Point of Commencement being on a curve and bearing North 0 degrees 03 minutes 05 seconds West, from the radius point of the next described curve); thence Westerly and Southwesterly, along a circular curve to the left, having a radius of 706.00 feet and a central angle of 30 degrees 45 minutes 09 seconds for an arc distance of 378.93 feet to a Point of Tangency; thence South 59 degrees 11 minutes 46 seconds West, for 491.00 feet (last mentioned two courses, being coincident with the Southerly boundary lines of said Tract "A"); thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 21.20 feet to the Point of Beginning of the following described parcel; thence South 59 degrees 11 minutes 46 seconds West, for 47.34 feet; thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 51.92 feet; thence South 59 degrees 11 minutes 46 seconds West, for 5.00 feet; thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 55.16 feet; thence North 59 degrees 11 minutes 46 seconds East, for 9.33 feet; thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 51.92 feet; thence North 59 degrees 11 minutes 46 seconds East, for 47.34 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last and next described courses, for 23.50 feet; thence North 59 degrees 11 minutes 46 seconds East, for 10.67 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last and next described courses, for 12.00 feet; thence South 59 degrees 11 minutes 46 seconds West, for 4.33 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last and next described courses, for 100.00 feet; thence South 59 degrees 11 minutes 46 seconds West, for 10.67 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last described course for 23.50 feet to the Point of Beginning.

Lying and being in the North 1/2 of Section 18, Township 51 South, Range 41 East, City of Pembroke Pines, Broward County, Florida and containing 0.205 Acres, more or less.

All of the foregoing lying and being in the North 1/2 of Section 18, Township 51 South, Range 41 East, City of Pembroke Pines, Broward County, Florida and containing 0.948 Acres, more or less.

-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Architects - Land Planners

18800 N. W. Second Ave.

Miami, Florida 33169

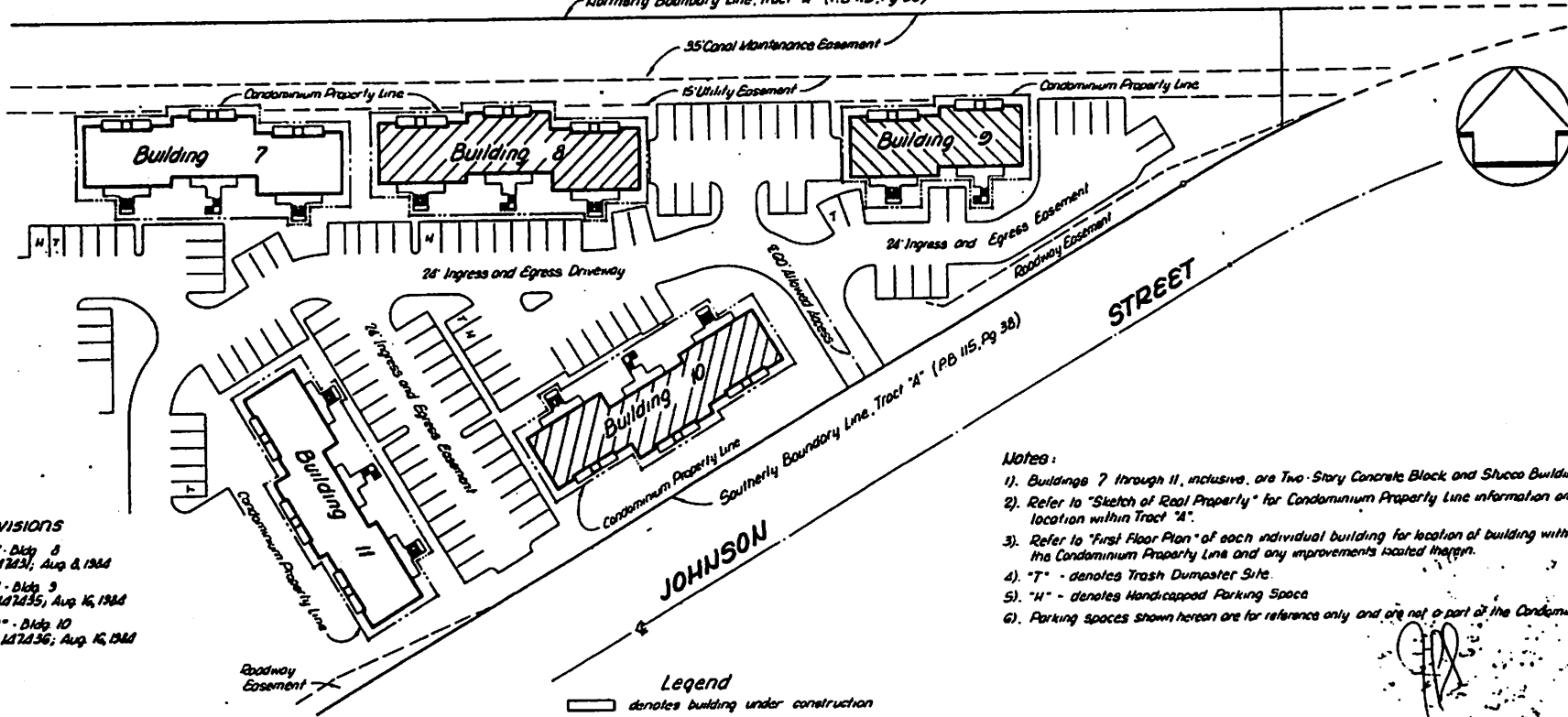
Order No. 147446

August 30, 1984

NOTE: The Sketch to accompany legal description is shown in Exhibit "B" of the Declaration of Condominium of Fairview at Pembroke Pointe Condominium One.

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE

Northerly Boundary Line, Tract "A" (PB 115, Pg 38)



Revisions

- "As Built" - Bldg. 8
Ord. N° 147231, Aug. 8, 1984
- "As Built" - Bldg. 9
Ord. N° 147235, Aug. 16, 1984
- "As Built" - Bldg. 10
Ord. N° 147236, Aug. 16, 1984

Notes:

- 1). Buildings 7 through 11, inclusive, are Two-Story Concrete Block and Stucco Buildings
- 2). Refer to "Sketch of Real Property" for Condominium Property Line information and location within Tract "A".
- 3). Refer to "First Floor Plan" of each individual building for location of building within the Condominium Property Line and any improvements located therein.
- 4). "T" - denotes Trash Dumpster Site.
- 5). "H" - denotes Handicapped Parking Space
- 6). Parking spaces shown hereon are for reference only and are not a part of the Condominium

Legend

- denotes building under construction
- denotes "As-Built" building

PLOT PLAN

REVISED: ORDER NO. 144500
NOV. 3, 1983

prepared by:
Schwabke-Shiskin & Assoc., Inc.
Land Surveyors Engineers Architects Land Planners
18800 N.W. 2nd Avenue Miami, Florida 33169
Order No. 144454 July, 1983

05 15 35 50 100
Graphic Scale in Feet

EXHIBIT "B"
Page 1 of 21 Pages

OFF REC 11975 PAGE 418

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE

SURVEYOR'S CERTIFICATE:

The undersigned, a surveyor, duly authorized to practice under the laws of the State of Florida, hereby certifies that: the construction of the improvements described of the buildings listed hereon, as an "As-Built" Survey, have been substantially completed so that this Exhibit "B" of the Declaration of Condominium of "Fairview At Pembroke Pointe Condominium One", together with the provisions of the aforesaid Declaration of Condominium describing the Condominium Property, relating to matters of survey, is an accurate representation of the location and dimensions of the improvements, and further, that the identification, location and dimensions of the Common Elements, Limited Common Elements, and of each Unit can be determined from said materials; and further that all planned improvements for access, common elements, utilities, and landscaping, serving the buildings listed hereon, have been substantially completed.

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Signed this 31 day of AUGUST, 1984.

By: J. P. Shiskin
James P. Shiskin, Secretary-Treasurer
Professional Land Surveyor #1115
State of Florida

BUILDING DESIGNATION	DATE OF "AS-BUILT" SURVEY	ORDER NUMBER
8	August 8, 1984	147431
9	August 16, 1984	147435
10	August 16, 1984	147436

prepared by
Schwebke-Shiskin & Associates, Inc.
Land Surveyors, Engineers
18800 NW 2nd Avenue
Miami, Florida 33169
July, 1983
Order No. 144250

EXHIBIT "B"
Page 2 of 21 Pages

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE

- 1) The Boundaries of a Unit are the interior undecorated finished surfaces of the perimeter walls, floor and ceiling.
- 2) Dimensions shown within the Units are average dimensions to the interior undecorated finished surfaces of the perimeter walls.
- 3) Elevations shown are average elevations to the interior undecorated finished surfaces of the floor and ceiling.
- 4) The Terrace or Balcony and Storage Closet adjacent to a Unit are Limited Common Elements appurtenant to such Unit.
- 5) The Boundary of each Terrace or Balcony is the interior undecorated finished surfaces of the perimeter walls, floor and ceiling, and the exterior undecorated finished edge of the floor slab.
- 6) Dimensions within each individual Terrace or Balcony are average dimensions to the interior undecorated finished surfaces of the perimeter walls and the exterior undecorated finished edge of the floor slab.
- 7) The Boundary of each Storage Closet is the interior undecorated finished surfaces of the perimeter walls, floor and ceiling.
- 8) Dimensions within each individual Storage Closet are average dimensions to the interior undecorated finished surfaces of the perimeter walls.
- 9) Elevations as shown herein refer to National Geodetic Vertical Datum of 1929 and are expressed in feet.
- 10) Dimensions and elevations as shown herein are subject to normal construction tolerances.
- 11) All lands and all portions of the improvements not within a Unit or not designated as a Limited Common Element are parts of the Common Elements.
- 12) Areas containing Conduits, Wiring, Ducts, Plumbing, Bearing Walls, Structural Supports, and other such items, together with the contents therein, regardless of location, constitute parts of the Common Elements to the exterior undecorated finished surfaces of said areas and have been omitted from these drawings for the purpose of clarity.
- 13) This Exhibit "B" was compiled from plans and data prepared by Wolff-DeCamillo Associates, Inc., Architects-Planners under Commission Number 83-1691, dated November 11, 1983, and entitled "Fairview At Pembroke Pointe for D.C.A. At Pembroke Pointe, Inc."

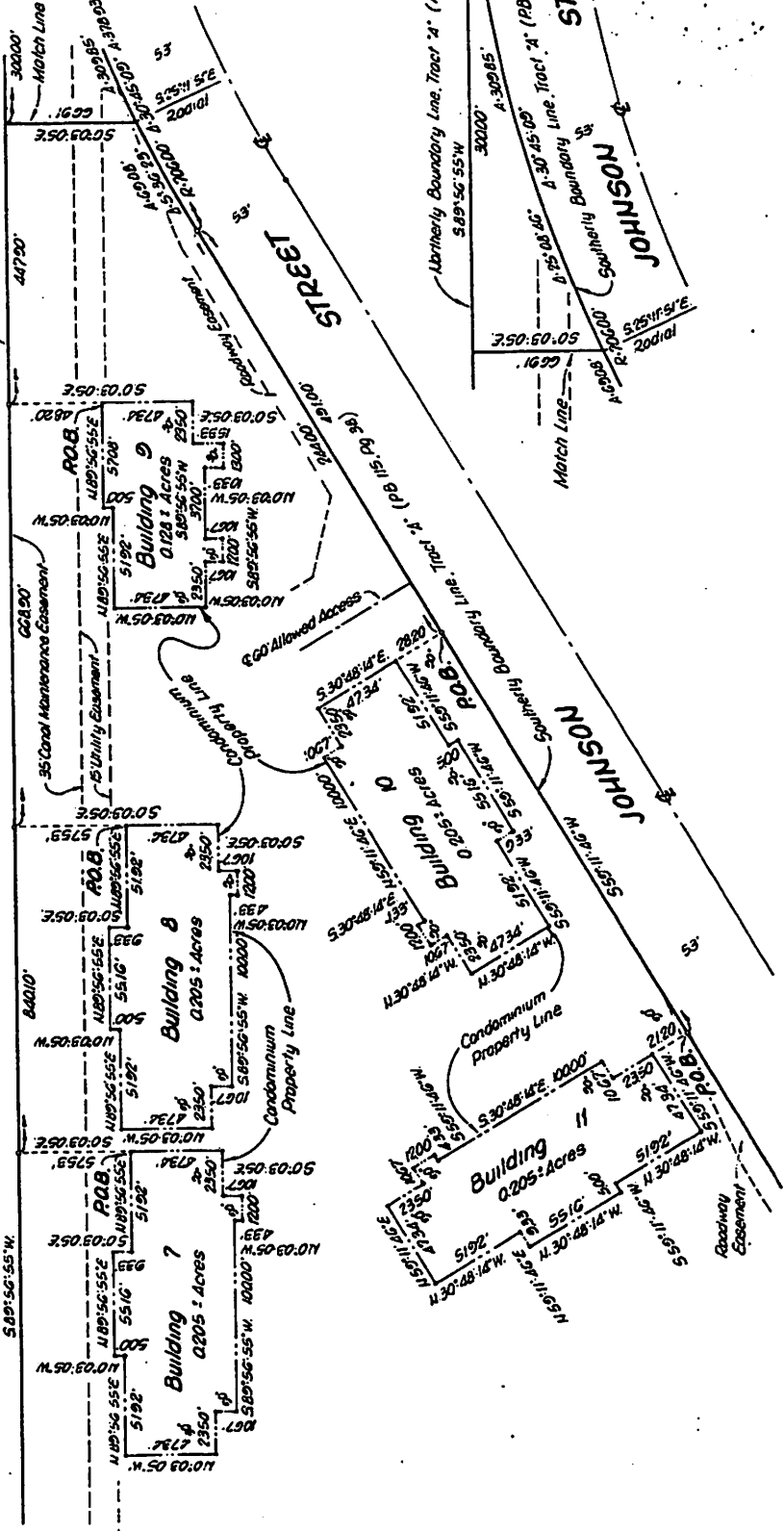
prepared by
Schwebke-Shiskin & Associates, Inc.
Land Surveyors Engineers Architects Land Planners
18800 N.W. 2nd Avenue Miami, Florida 33162
Order No 122254 July, 1983

Revised November 3, 1983, Order No 122500

EXHIBIT "B"
Page 3 of 21 Pages

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE

Northerly Boundary Line, Tract "A" (PB 115, Pg 38)
184753'



Prepared by
Schwabe-Shiskin & Associates, Inc.
Land Surveyors Engineers
Architects Land Planners
18000 N.W. 2nd Avenue
Miami, Florida 33162
July, 1983
Order No 184154

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE

BUILDING 8:

A portion of Tract "A", "PEMBROKE POINTE SECTION ONE", according to the plat thereof, as recorded in Plat Book 115 at Page 38 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "A"; thence South 89 degrees 56 minutes 55 seconds West, along the Northerly boundary line of said Tract "A", for 668.90 feet; thence South 03 minutes 05 seconds East, at right angles to the last described course, for 57.53 feet to the Point of Beginning of the following described parcel; thence continue South 0 degrees 03 minutes 05 seconds East, along the last described course, for 47.34 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 23.50 feet; thence South 03 minutes 05 seconds East, for 10.67 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 12.00 feet; thence North 0 degrees 03 minutes 05 seconds West, for 4.33 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 100.00 feet; thence North 0 degrees 03 minutes 05 seconds West, for 10.67 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 23.50 feet; thence North 0 degrees 03 minutes 05 seconds West, for 47.34 feet; thence North 89 degrees 56 minutes 55 seconds East, at right angles to the last and next described courses, for 51.92 feet; thence North 0 degrees 03 minutes 05 seconds West, for 5.00 feet; thence North 89 degrees 56 minutes 55 seconds East at right angles to the last and next described courses, for 55.16 feet; thence South 03 minutes 05 seconds East, for 9.33 feet; thence North 89 degrees 56 minutes 55 seconds East, at right angles to the last described course, for 51.92 feet to the Point of Beginning.

Lying and being in the North 1/2 of Section 18, Township 51 South, Range 41 East, City of Pembroke Pines, Broward County, Florida and containing 0.205 Acres more or less.

ALSO TOGETHER WITH:
(Continued on following page)

prepared by
Schwabke-Shiskin & Associates, Inc.
Land Surveyors, Engineers, Architects, Land Planners
18000 NW 72nd Avenue
Miami, Florida 33163
July, 1983
Order No. 184254

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE

BUILDING 9:

A portion of Tract "A", "PEMBROKE POINTE SECTION ONE", according to the plat thereof as recorded in Plat Book 115 at Page 38 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "A"; thence South 89 degrees 56 minutes 55 seconds West, along the Northerly boundary line of said Tract "A", for 447.90 feet; thence South 0 degrees 03 minutes 05 seconds East, at right angles to the last described course for 48.20 feet to the Point of Beginning of the following described parcel; thence continue South 0 degrees 03 minutes 05 seconds East, along the last described course, for 47.34 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 23.50 feet; thence South 0 degrees 03 minutes 05 seconds East, for 15.33 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 13.00 feet; thence North 0 degrees 03 minutes 05 seconds West, for 10.33 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 37.00 feet; thence South 0 degrees 03 minutes 05 seconds East, for 10.67 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 12.00 feet; thence North 0 degrees 03 minutes 05 seconds West, for 10.67 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 23.50 feet; thence North 0 degrees 03 minutes 05 seconds West, for 47.34 feet; thence North 89 degrees 56 minutes 55 seconds East, at right angles to the last and next described courses, for 51.92 feet; thence North 0 degrees 03 minutes 05 seconds West, for 5.00 feet; thence North 89 degrees 56 minutes 55 seconds East, at right angles to the last described course, for 57.08 feet to the Point of Beginning.

Lying and being in the North 1/2 of Section 18, Township 51 South, Range 41 East, City of Pembroke Pines, Broward County, Florida and containing 0.128 Acres more or less.

ALSO TOGETHER WITH:

(continued on following page)

prepared by
Schwebke-Shiskin & Associates, Inc.
Land Surveyors Engineers Architects Land Planners
18800 N.W. 2nd Avenue Miami, Florida 33169
Order No. 134454 July, 1983

EXHIBIT "B"
Page 8 of 21 Pages

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE

BUILDING 10:

A portion of Tract "A", "PEMBROKE POINTE SECTION ONE", according to the plat thereof, as recorded in Plat Book 115 at Page 38 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "A" (said Point of Commencement being on a curve and bearing North 0 degrees 03 minutes 05 seconds West, from the radius point of the next described curve); thence Westerly and Southwesterly, along a circular curve to the left having a radius of 706.00 feet and a central angle of 30 degrees 45 minutes 09 seconds for an arc distance of 378.93 feet to a Point of Tangency; thence South 59 degrees 11 minutes 46 seconds West, for 244.00 feet (last mentioned two courses being coincident with the Southerly boundary lines of said Tract "A"); thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 28.20 feet to the Point of Beginning of the following described parcel; thence South 59 degrees 11 minutes 46 seconds West, for 51.92 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last and next described courses, for 5.00 feet; thence South 59 degrees 11 minutes 46 seconds West, for 55.16 feet; thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 9.33 feet; thence South 59 degrees 11 minutes 46 seconds West, at right angles to the last and next described courses, for 47.34 feet; thence North 30 degrees 48 minutes 14 seconds East, for 23.50 feet; thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 10.67 feet; thence North 59 degrees 11 minutes 46 seconds East, for 12.00 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last and next described courses, for 4.33 feet; thence North 59 degrees 11 minutes 46 seconds East, for 100.00 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last and next described courses, for 10.67 feet; thence North 59 degrees 11 minutes 46 seconds East, for 23.50 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last described course, for 47.34 feet to the Point of Beginning.

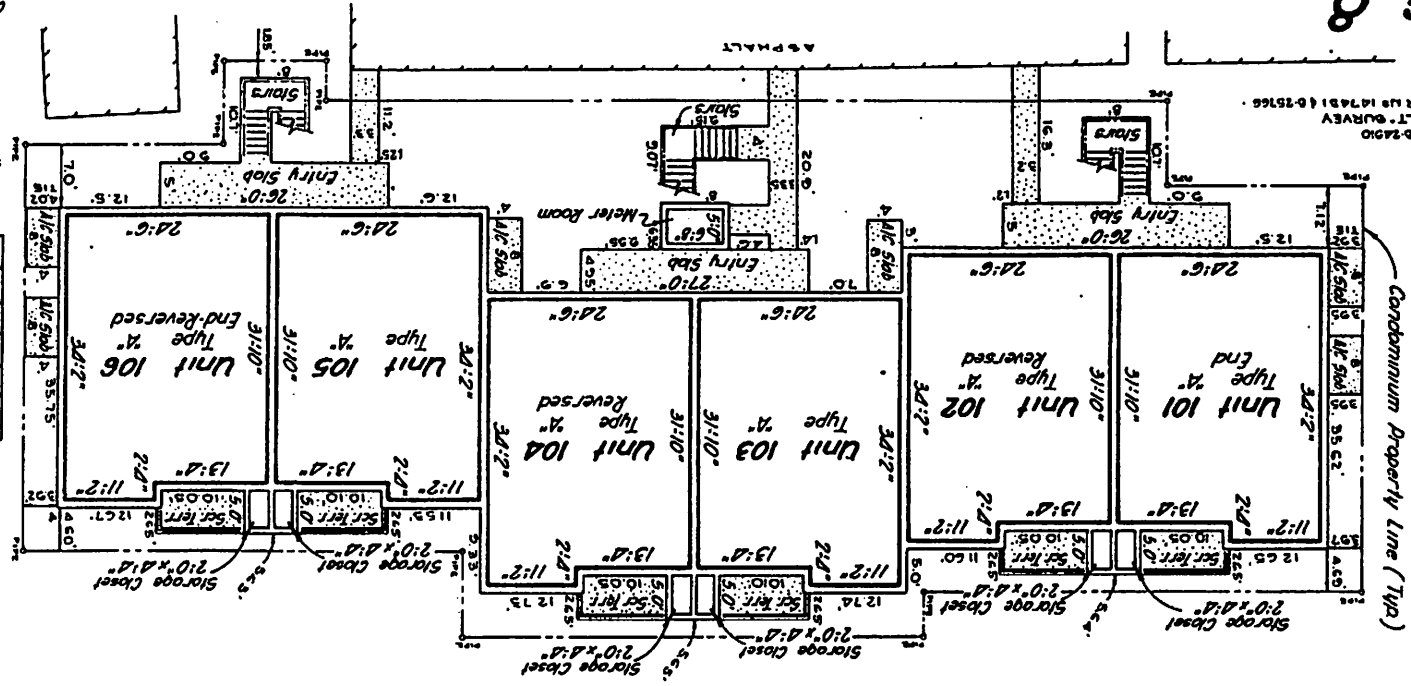
Lying and being in the North 1/2 of Section 18, Township 51 South, Range 41 East, City of Pembroke Pines, Broward County, Florida and containing 0.205 Acres more or less.

ALSO TOGETHER WITH:

(continued on following page)

prepared by
Schwabke-Shiskin & Associates, Inc.
Land Surveyors Engineers Architects Land Planners
10800 NW 7th Avenue Miami, Florida 33169
Order No. 144454 July, 1983

FAIRVIEW AT PEMBROKE ONE CONDOMINIUM ONE



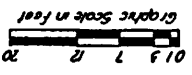
BUILDING 8 FIRST FLOOR PLAN

Elevation of Lower Limits of Unit Boundary - B.15
Elevation of Upper Limits of Unit Boundary - 16.16

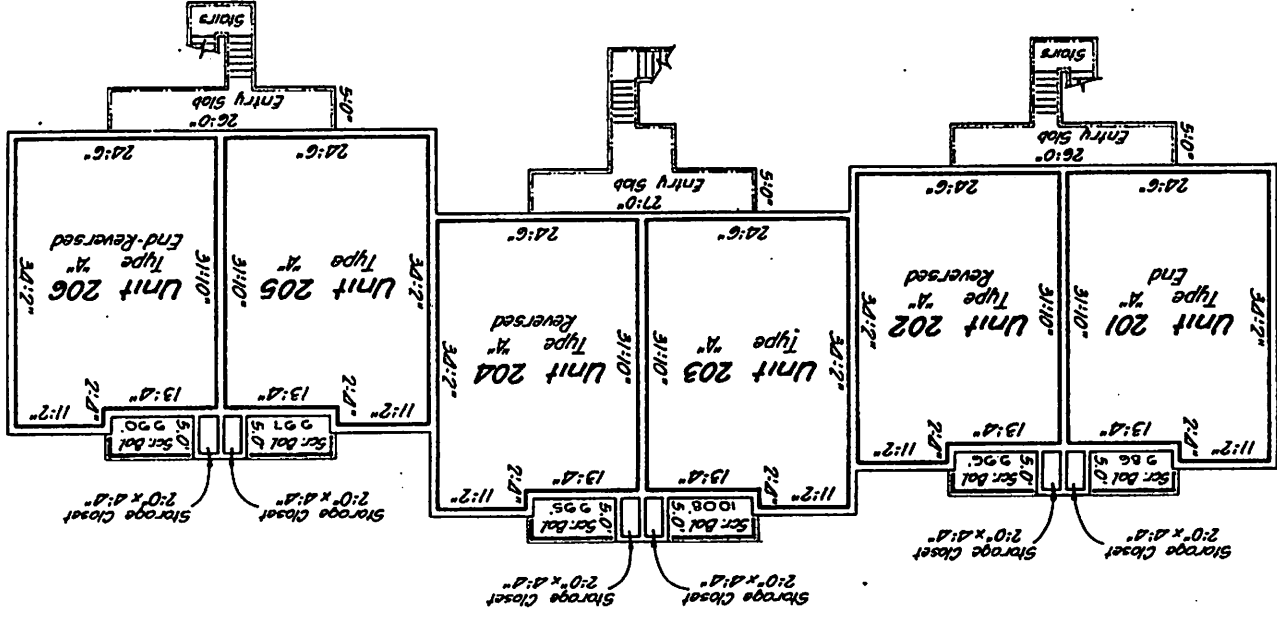
FOUNDATION SURVEY
MARCH 28, 1984, ORDER NO. 8-24210
CONDOMINIUM A.S.-QUILT SURVEY
AUGUST 8, 1984, ORDER NO. 147431 (8-25765)

REVISED: ORDER NO. 144500
NOV 2, 1983

prepared by
Schwabke - Shiskin & Associates, Inc.
Architects Land Planners
18500 NW 2nd Avenue
Miami, Florida, 33169
July, 1983
Order No. 144454



FAIRVIEW AT PEMBROKE CONDOMINIUM ONE



CONDOMINIUM "AD-BUILT" SURVEY
AUGUST 8, 1984; ORDER NO. 147451

BUILDING 8 SECOND FLOOR PLAN

Elevation of lower limits of Unit boundary - 16.75'
Elevation of upper limits of Unit boundary - 24.80'

REVISED: ORDER NO. 144500
NOV 3, 1983

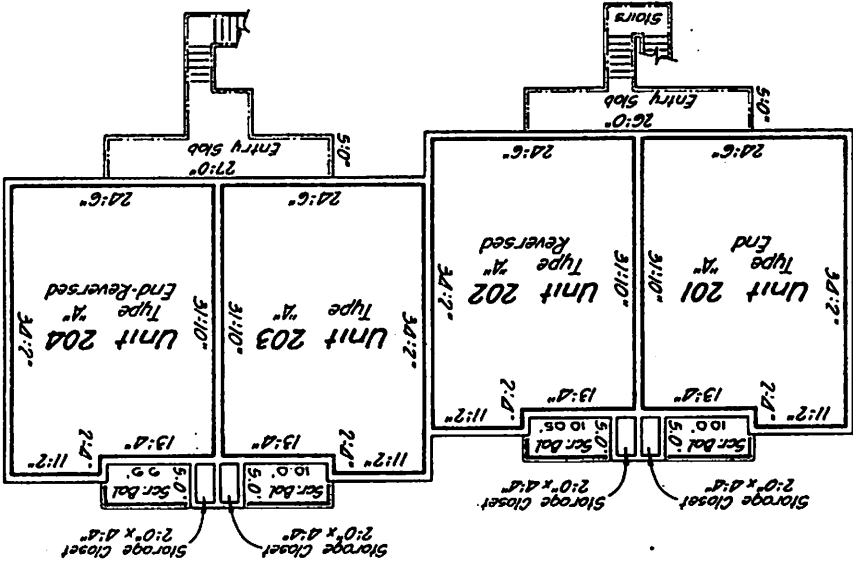
prepared by
Schwabke-Shiskin & Associates, Inc.
Land Surveyors Engineers
Architects Land Planners
16800 NW 2nd Avenue
Miami, Florida 33169
July, 1983
Order No. 144454

Graphic Scale in Feet
0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

EXHIBIT "B"
Page 14 of 21 Pages

Prepared by
Schwebke - Shiskin
Land Surveyors Engineers
18800 NW 2nd Avenue
Order No. 184454
Miami, Florida, 33159
July, 1983

FAIRVIEW AT PEMBROKE CONDOMINIUM ONE



CONDOMINIUM AS-BUILT SURVEY
AUGUST 16, 1984; ORDER NO. 147435

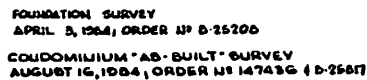
BUILDING 9

SECOND FLOOR PLAN
Elevation of Lower Limits of Unit Boundary - 15.68'
Elevation of Upper Limits of Unit Boundary - 24.70'

REVISED: ORDER NO. 144500
JULY 3, 1983

Prepared by:
Schwebke - Shiskin & Associates, Inc.
Land Surveyors, Engineers
Architects and Planners
18400 NW 2nd Avenue
Miami, Florida, 33169
Order No. 144454
July, 1983

Graphic Scale in Feet
0 1 2 3 4 5 6 7 8 9 10
EXHIBIT "B"
Page 16 of 21 Pages



**BUILDING 10
FIRST FLOOR PLAN**

Elevation of Lower Limits of Unit Boundary = 8.15'
Elevation of Upper Limits of Unit Boundary = 16.21'

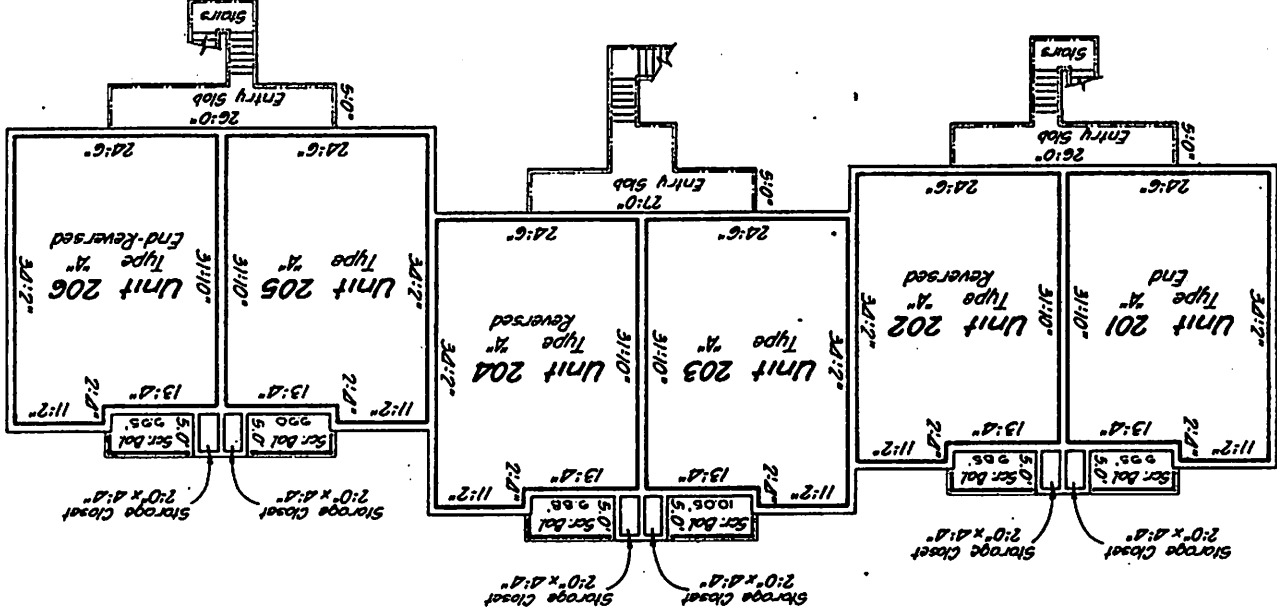
REVISED: ORDER NO. 144800
NOV 3, 1988

prepared by:
Schwabke - Shiskin & Associates, Inc.
Land Surveyors & Engineers Architects & Land Planners
18800 N.W. 2nd Avenue Miami, Florida, 33162
Order No. 144453
July, 1983

013 7 12 20
Graphic Scale in Feet

EXHIBIT "B"
Page 17 of 21 Pages

FAIRVIEW AT PEMBROKE POINT CONDOMINIUM ONE



CONDOMINIUM "A" - BUILT - SURVEY
AUGUST 16, 1984, ORDER NO. 147456

BUILDING 10

SECOND FLOOR PLAN

Elevation of Lower Limits of Unit Boundary - 24.75'
Elevation of Upper Limits of Unit Boundary - 15.52'

REVISED: ORDER NO. 144500
NOV 3, 1983

Prepared by:
Schwebke-Shiskin & Associates, Inc.
Land Surveyors, Engineers
Architects, Land Planners
18800 NW 2nd Avenue
Miami, Florida, 33169
Order No. 144454
July, 1983

EXHIBIT "B"
Page 18 of 21 Pages

Graphic Scale in Feet
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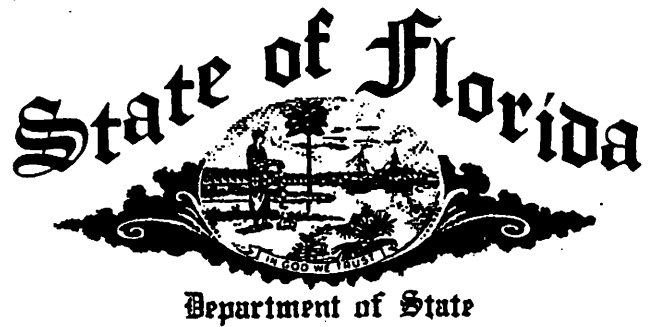
EXHIBIT C

FAIRVIEW AT PEMBROKE POINTE ONE, A CONDOMINIUM

ALLOCATION OF SHARES OF COMMON ELEMENTS,
COMMON SURPLUS, AND COMMON EXPENSE

Each Unit of FAIRVIEW AT PEMBROKE POINTE ONE, A CONDOMINIUM, shall have as an appurtenance thereto, a 1/56th share of Common Surplus and Common Elements and shall be obligated for the same share of Common Expenses.

EXHIBIT D TO DECLARATION OF CONDOMINIUM



I certify that the attached is a true and correct copy of the Articles of Incorporation of FAIRVIEW AT PEMBROKE POINTE CONDOMINIUMS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on February 7, 1984, as shown by the records of this office.

The charter number of this corporation is N01301.

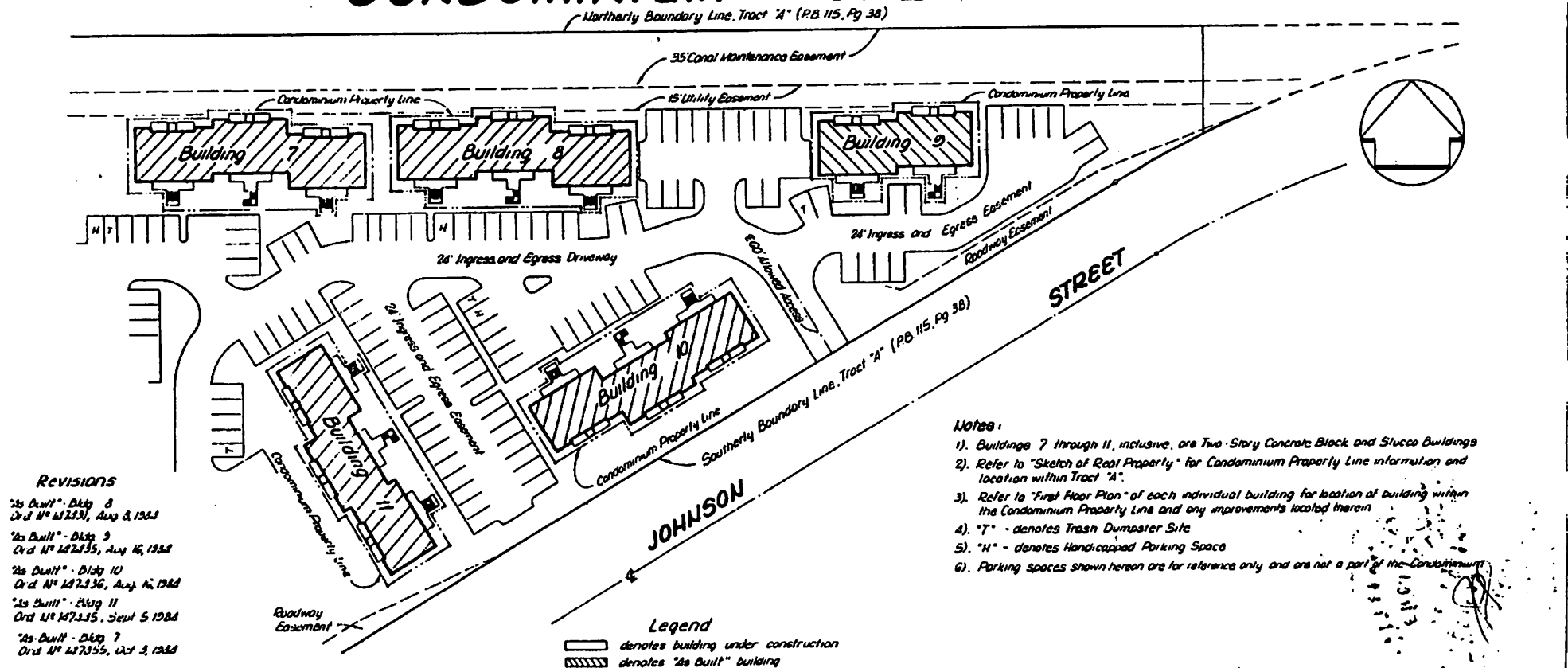


CER-101

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
9th day of February, 1984.

George Firestone
Secretary of State

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE



PLOT PLAN

REVISED: ORDER No. 144500
NOV. 3, 1983

prepared by:
Schwabe-Shustkin & Assoc., Inc.
 Land Surveyors, Engineers, Architects, Land Planners
 18800 N.W. 2nd Avenue, Miami, Florida, 33169
 Order No. 144554 July, 1983

0 15 30 45 60
 Graphic Scale in feet

EXHIBIT "B"
 Page 1 of 21 Pages

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE

The undersigned, a surveyor, duly authorized to practice under the laws of the State of Florida, hereby certifies that: the construction of the improvements described herein have been substantially completed so that this Exhibit "B" of the Declaration of Condominium of "Fairview at Pembroke Pointe Condominium One", together with the provisions of the aforesaid Declaration of Condominium describing the Condominium Property, relating to matters of survey, is an accurate representation of the location and dimensions of the improvements, and further, that the identification, location and dimensions of the Common Elements, Limited Common Elements, and of each Unit can be determined from said materials.

BUILDING DESIGNATION	DATE OF "AS-BUILT" SURVEY	ORDER NUMBER
8	August 8, 1984	147431
9	August 16, 1984	147435
10	August 16, 1984	147436
11	September 5, 1984	147445
7	October 3, 1984	147855

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Signed this 17 day of Oct., 1984.

By: J. P. Shiskin
James P. Shiskin, Secretary-Treasurer
Professional Land Surveyor #1115
State of Florida

prepared by

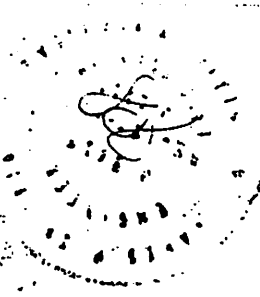
Schwebke-Shiskin & Associates, Inc.
Land Surveyors Engineers Architects Land Planners
18300 NW 2nd Avenue Miami, Florida, 33163
Order No. 144454 July, 1983

SURVEYOR'S CERTIFICATE

EXHIBIT "B"
Page 2 of 21 Pages

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE

- 1) The Boundaries of a Unit are the interior undecorated finished surfaces of the perimeter walls, floor and ceiling.
- 2) Dimensions shown within the Units are average dimensions to the interior undecorated finished surfaces of the perimeter walls.
- 3) Elevations shown are average elevations to the interior undecorated finished surfaces of the floor and ceiling.
- 4) The Terrace or Balcony and Storage Closet adjacent to a Unit are Limited Common Elements appurtenant to such Unit.
- 5) The Boundary of each Terrace or Balcony is the interior undecorated finished surfaces of the perimeter walls, floor and ceiling, and the exterior undecorated finished edge of the floor slab.
- 6) Dimensions within each individual Terrace or Balcony are average dimensions to the interior undecorated finished surfaces of the perimeter walls and the exterior undecorated finished edge of the floor slab.
- 7) The Boundary of each Storage Closet is the interior undecorated finished surfaces of the perimeter walls, floor and ceiling.
- 8) Dimensions within each individual Storage Closet are average dimensions to the interior undecorated finished surfaces of the perimeter walls.
- 9) Elevations as shown herein refer to National Geodetic Vertical Datum of 1929 and are expressed in feet.
- 10) Dimensions and elevations as shown herein are subject to normal construction tolerances.
- 11) All lands and all portions of the improvements not within a Unit or not designated as a Limited Common Element are parts of the Common Elements.
- 12) Areas containing Conduits, Wiring, Ducts, Plumbing, Bearing Walls, Structural Supports, and other such items, together with the contents therein, regardless of location, constitute parts of the Common Elements to the exterior undecorated finished surfaces of said areas and have been omitted from these drawings for the purpose of clarity.
- 13) This Exhibit "B" was compiled from plans and data prepared by Wolff-DeCamillo Associates, Inc., Architects-Planners under Commission Number 83-1691, dated November 11, 1983, and entitled "Fairview At Pembroke Pointe for D.C.A. At Pembroke Pointe, Inc."
- 14) This Exhibit "B" was updated by actual field surveys on the dates as listed on the Surveyor's Certificate.



Prepared by
Schwabke-Shiskin & Associates, Inc.
Architects (and Planners)
Land Surveyors (Engineers)
19500 11th 2nd Avenue
St. Petersburg, Florida 33629
July, 1993
Order No. LL12161

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE

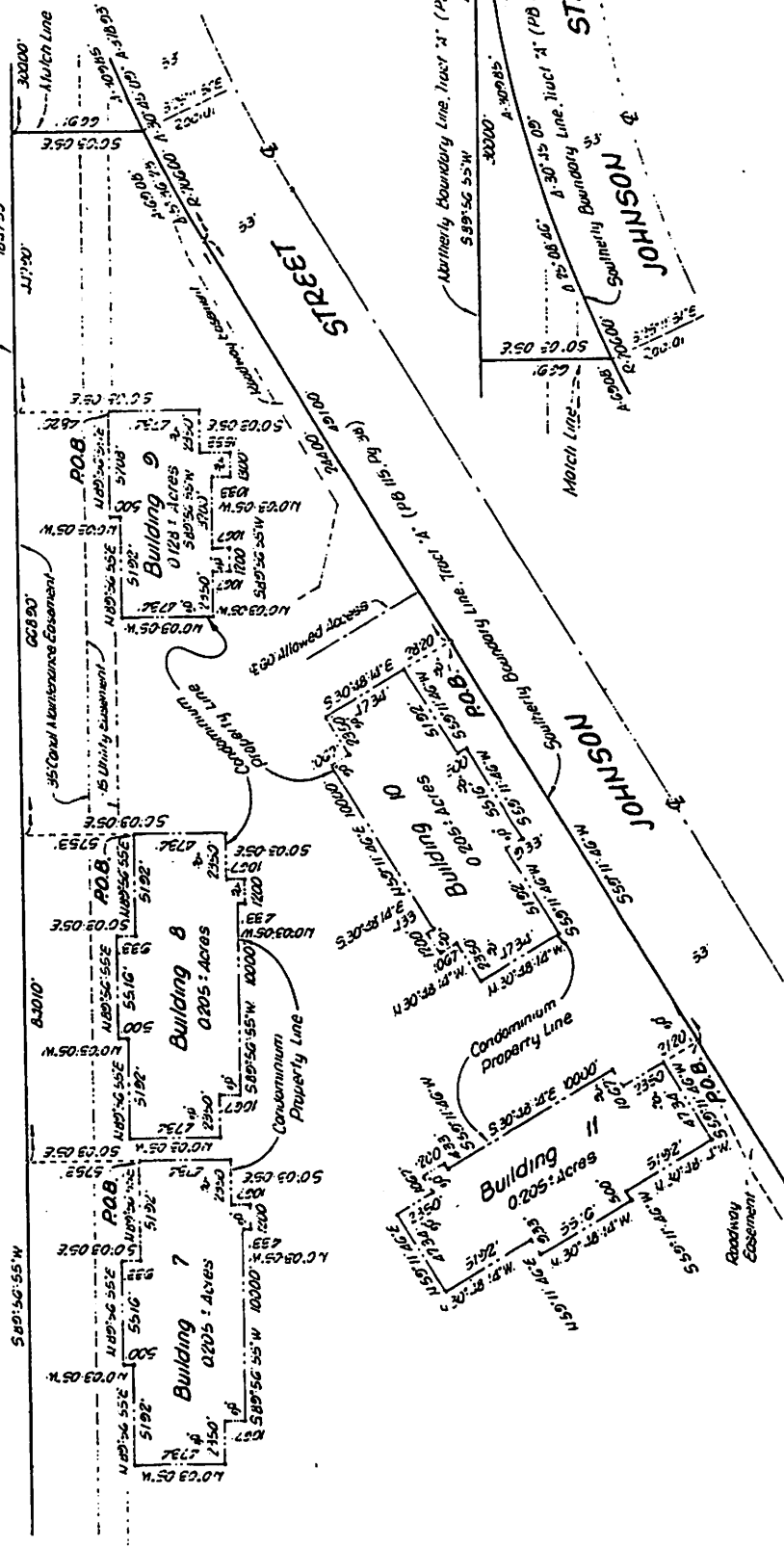
THE CONDOMINIUM "AS-BUILT" SURVEY IS AS SHOWN ON
THE "FIRST FLOOR PLAN" PAGE OF EACH BUILDING

prepared by
Schwabke-Shiskin & Associates, Inc.
Land Surveyors Engineers Architects Land Planners
14820 NW 2nd Avenue Miami, Florida, 33169
Order No. 142253 July, 1983



FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE

Northerly Boundary Line, Sect 31 (PB 115 Pg 36)



prepared by
Schwebke-Shiskin & Associates, Inc.
Land Surveyors & Engineers
13500 NW 2nd Avenue
Miami, Florida, 33163
Order No 111151

Reviewed Order No 111151 November 1993

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE

BUILDING 7:

A portion of Tract "A", "PEMBROKE POINTE SECTION ONE", according to the plat thereof as recorded in Plat Book 115 at Page 38 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "A"; thence South 89 degrees 56 minutes 55 seconds West, along the Northerly boundary line of said Tract "A", for 840.10 feet; thence South 0 degrees 03 minutes 05 seconds East, at right angles to the last described course, for 57.53 feet to the Point of Beginning of the following described parcel; thence continue South 0 degrees 03 minutes 05 seconds East, along the last described course, for 47.34 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 23.50 feet; thence South 0 degrees 03 minutes 05 seconds East, for 10.67 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 12.00 feet; thence North 0 degrees 03 minutes 05 seconds West, for 4.33 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 100.00 feet; thence North 0 degrees 03 minutes 05 seconds West, for 10.67 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 23.50 feet; thence North 0 degrees 03 minutes 05 seconds West, for 47.34 feet; thence North 89 degrees 56 minutes 55 seconds East, at right angles to the last and next described courses, for 51.92 feet; thence North 0 degrees 03 minutes 05 seconds West, for 5.00 feet; thence North 89 degrees 56 minutes 55 seconds East, at right angles to the last and next described courses, for 55.16 feet; thence South 0 degrees 03 minutes 05 seconds East for 9.33 feet; thence North 89 degrees 56 minutes 55 seconds East, at right angles to the last described course, for 51.92 feet to the Point of Beginning.

Lying and being in the North 1/2 of Section 18, Township 51 South, Range 41 East, City of Pembroke Pines, Broward County, Florida, and containing 0.205 Acres more or less.

TOGETHER WITH:

(Continued on following page)

prepared by
Schwebke-Shiskin & Associates, Inc.
Land Surveyors, Engineers, Architects, Land Planners
18300 N.W. 2nd Avenue Miami, Florida 33169
Order No. 444453 July, 1993

EXHIBIT "B"
Page 6 of 21 Pages

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE

BUILDING 8:

A portion of Tract "A", "PEMBROKE POINTE SECTION ONE", according to the plat thereof, as recorded in Plat Book 115 at Page 38 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "A"; thence South 89 degrees 56 minutes 55 seconds West, along the Northerly boundary line of said Tract "A", for 668.90 feet; thence South 0 degrees 03 minutes 05 seconds East, at right angles to the last described course, for 57.53 feet to the Point of Beginning of the following described parcel; thence continue South 0 degrees 03 minutes 05 seconds East, along the last described course, for 47.34 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 23.50 feet; thence South 0 degrees 03 minutes 05 seconds East, for 10.67 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 12.00 feet; thence North 0 degrees 03 minutes 05 seconds West, for 4.33 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 100.00 feet; thence North 0 degrees 03 minutes 05 seconds West, for 23.50 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 51.92 feet; thence North 0 degrees 03 minutes 05 seconds East, at right angles to the last and next described courses, for 5.00 feet; thence North 89 degrees 56 minutes 55 seconds East at right angles to the last and next described courses, for 55.16 feet; thence South 0 degrees 03 minutes 05 seconds East, for 9.33 feet; thence North 89 degrees 56 minutes 55 seconds East, at right angles to the last described course, for 51.92 feet to the Point of Beginning.

Lying and being in the North 1/2 of Section 18, Township 51 South, Range 41 East, City of Pembroke Pines, Broward County, Florida and containing 0.205 Acres more or less.

ALSO TOGETHER WITH:

(Continued on following page)

prepared by
Schwabke-Shiskin & Associates, Inc.
Land Surveyors, Engineers
Architects, Land Planners
18000 NW 2nd Avenue
Miami, Florida, 33169
July, 1983
Order No. 14415d

Recorded in Public Records of Broward County, Florida, at the Office of the Clerk of the Court, on July 14, 1983, at 1:50 PM.

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE

BUILDING 9:

A portion of Tract "A", "PEMBROKE POINTE SECTION ONE", according to the plat thereof as recorded in Plat Book 115 at Page 38 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "A"; thence South 89 degrees 56 minutes 55 seconds West, along the Northerly boundary line of said Tract "A", for 447.90 feet; thence South 0 degrees 03 minutes 05 seconds East, at right angles to the last described course for 48.20 feet to the Point of Beginning of the following described parcel; thence continue South 0 degrees 03 minutes 05 seconds East, along the last described course, for 47.34 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 23.50 feet; thence South 0 degrees 03 minutes 05 seconds East, for 15.33 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 13.00 feet; thence North 0 degrees 03 minutes 05 seconds West, for 10.33 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 37.00 feet; thence South 0 degrees 03 minutes 05 seconds East, for 10.67 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 12.00 feet; thence North 0 degrees 03 minutes 05 seconds West, for 10.67 feet; thence South 89 degrees 56 minutes 55 seconds West, at right angles to the last and next described courses, for 23.50 feet; thence North 0 degrees 03 minutes 05 seconds West, for 47.34 feet; thence North 89 degrees 56 minutes 55 seconds East, at right angles to the last and next described courses, for 51.92 feet; thence North 0 degrees 03 minutes 05 seconds West, for 5.00 feet; thence North 89 degrees 56 minutes 55 seconds East, at right angles to the last described course, for 57.08 feet to the Point of Beginning.

Lying and being in the North 1/2 of Section 18, Township 51 South, Range 41 East, City of Pembroke Pines, Broward County, Florida and containing 0.128 Acres more or less.

ALSO TOGETHER WITH:

(continued on following page)

prepared by
Schwabke-Shiskin & Associates, Inc.
Land Surveyors, Engineers, Architects, Land Planners
13800 NW 2nd Avenue Miami, Florida 33169
Order No. 112323 July, 1993

Revised Memorandum November 3, 1993, Order No. 112300

EXHIBIT "B"
Page 8 of 21 Pages

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE

BUILDING 10:

A portion of Tract "A", "PEMBROKE POINTE SECTION ONE", according to the plat thereof, as recorded in Plat Book 115 at Page 38 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "A" (said Point of Commencement being on a curve and bearing North 0 degrees 03 minutes 05 seconds West, from the radius point of the next described curve); thence Westerly and Southwesterly, along a circular curve to the left having a radius of 706.00 feet and a central angle of 30 degrees 45 minutes 09 seconds for an arc distance of 378.93 feet to a Point of Tangency; thence South 59 degrees 11 minutes 46 seconds West, for 244.00 feet (last mentioned two courses being coincident with the Southerly boundary lines of said Tract "A"); thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 28.20 feet to the Point of Beginning of the following described parcel; thence South 59 degrees 11 minutes 46 seconds West, for 51.92 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last and next described courses, for 5.00 feet; thence South 59 degrees 11 minutes 46 seconds West, for 55.16 feet; thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 9.33 feet; thence South 59 degrees 11 minutes 46 seconds West, for 47.34 feet; thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 23.50 feet; thence North 30 degrees 48 minutes 14 seconds East, for 10.67 feet; thence South 59 degrees 11 minutes 46 seconds East, for 12.00 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last and next described courses, for 4.33 feet; thence North 59 degrees 11 minutes 46 seconds East, for 100.00 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last and next described courses, for 10.67 feet; thence North 59 degrees 11 minutes 46 seconds East, for 23.50 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last described course, for 47.34 feet to the Point of Beginning.

Lying and being in the North 1/2 of Section 18, Township 18, Range 41 East, City of Pembroke Pines, Broward County, Florida, and containing 0.205 Acres more or less.

ALSO TOGETHER WITH:

(continued on following page)

prepared by
Schwebke-Shiskin & Associates, Inc.
Land Surveyors & Engineers
18500 NW 2nd Avenue
Miami, Florida 33169
July, 1983
Order No. 11117

Revised University November 3, 1983, Order No. 121500

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE

BUILDING 11:

A portion of Tract "A", "PEMBROKE POINTE SECTION ONE", according to the plat thereof as recorded in Plat Book 115 at Page 38 of the Public Records of Broward County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Tract "A" (said Point of Commencement being on a curve and bearing North 0 degrees 03 minutes 05 seconds West, from the radius point of the next described curve); thence Westerly and Southwesterly, along a circular curve to the left, having a radius of 706.00 feet and a central angle of 30 degrees 45 minutes 09 seconds for an arc distance of 378.93 feet to a Point of Tangency; thence South 59 degrees 11 minutes 46 seconds West, for 491.00 feet (last mentioned two courses, being coincident with the Southerly boundary lines of said Tract "A"); thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 21.20 feet to the Point of Beginning of the following described parcel; thence South 59 degrees 11 minutes 46 seconds West, for 47.34 feet; thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 51.92 feet; thence South 59 degrees 11 minutes 46 seconds West, for 5.00 feet; thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 55.16 feet; thence North 59 degrees 11 minutes 46 seconds East, for 9.33 feet; thence North 30 degrees 48 minutes 14 seconds West, at right angles to the last and next described courses, for 51.92 feet; thence North 59 degrees 11 minutes 46 seconds East, for 47.34 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last and next described courses, for 23.50 feet; thence North 59 degrees 11 minutes 46 seconds East, for 10.67 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last and next described courses, for 12.00 feet; thence South 59 degrees 11 minutes 46 seconds West, for 4.33 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last and next described courses, for 100.00 feet; thence South 59 degrees 11 minutes 46 seconds West, for 10.67 feet; thence South 30 degrees 48 minutes 14 seconds East, at right angles to the last described course for 23.50 feet to the Point of Beginning.

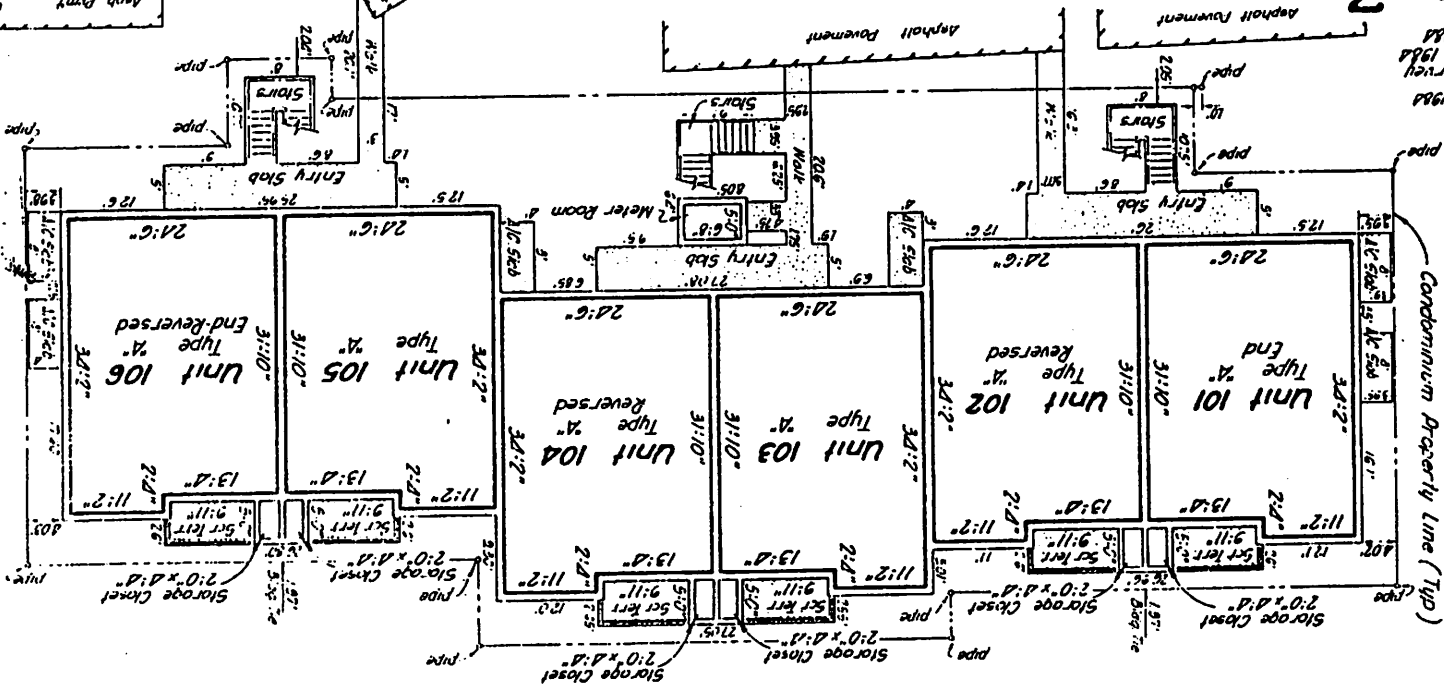
Lying and being in the North 1/2 of Section 18, Township 51 South, Range 41 East, City of Pembroke Pines, Broward County, Florida and containing 0.205 Acres more or less.

All of the foregoing lying and being in the North 1/2 of Section 18, Township 51 South, Range 41 East, City of Pembroke Pines, Broward County, Florida and containing 0.948 Acres, more or less.

prepared by
Schwebke-Shiskin & Associates, Inc.
Land Surveyors & Engineers
10300 NW 2nd Avenue
Miami, Florida 33169
July, 1983
Order No. LLS251

EXHIBIT "B"
Page 10 of 21 Pages

FAIRVIEW AT PEMBROKE CONDOMINIUM ONE

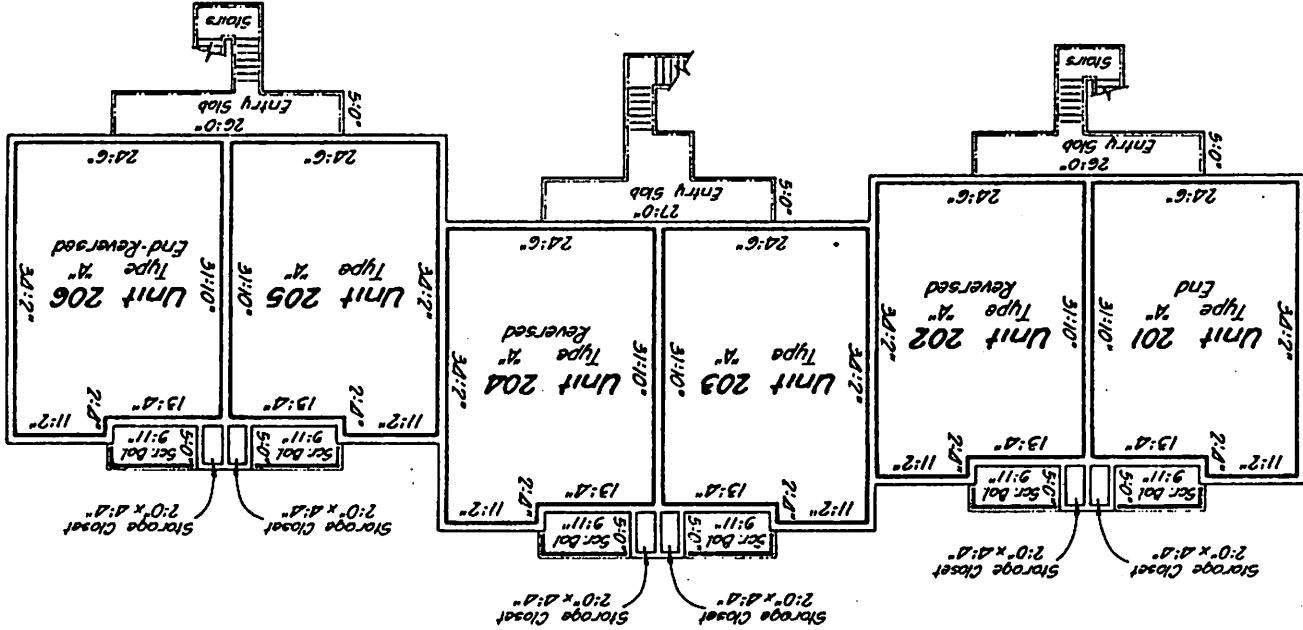


BUILDING 7 FIRST FLOOR PLAN

Elevation of Lower Limits of Unit Boundary - 0.02
Elevation of Upper Limits of Unit Boundary - 16.10

Foundation Survey
Order No. B 25096, May 8, 1984
Order No. B 26187, Sept 28, 1984
Order No. B 27355, Oct 3, 1984

FAIRVIEW AT PEMBROKE POINT CONDOMINIUM ONE



Condominium "As-Built" Survey
Order No. 147855, October 3, 1984

BUILDING 7 SECOND FLOOR PLAN

Elevation of Lower Limits of Unit Boundary - 16.63
Elevation of Upper Limits of Unit Boundary - 24.62

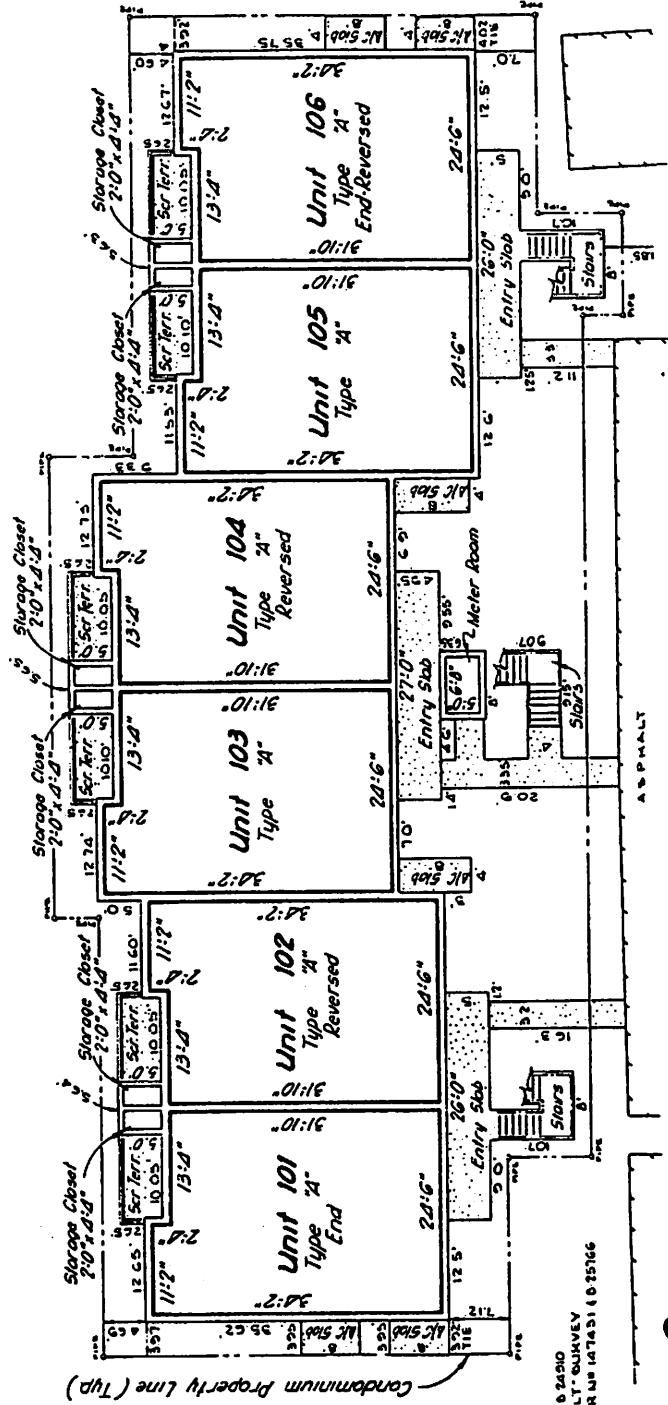
REVISED: ORDER NO. 144500
NOV 3, 1985

prepared by
Schwebke-Shiskin & Associates, Inc.
Land Surveyors, Engineers
Architects, Land Planners
Miami, Florida, 33169
July, 1985
Order No. 144454

EXHIBIT "B"
Page 12 of 21 Pages

Graphic Scale in Feet
0 1 2 3 4 5 6 7 8 9 10

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE



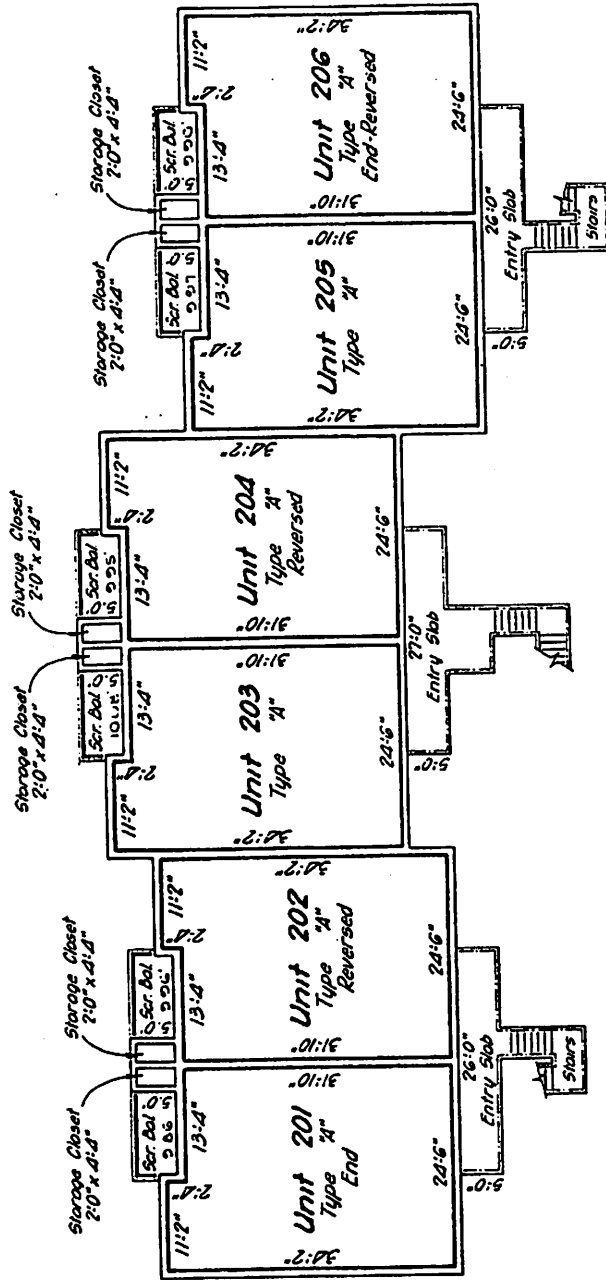
BUILDING 8 FIRST FLOOR PLAN

Elevation of Lower Limits of Unit Boundary - 8.15
Elevation of Upper Limits of Unit Boundary - 16.16

prepared by
Schwabke - Shiskin & Associates, Inc.
Land Surveyors Engineers
18800 NW 2nd Avenue
Miami, Florida 33169
Order No 144454
July, 1983

REVISED: ORDER NO 144500
JUN 5, 1983

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE



CONDOMINIUM AS-BUILT SURVEY
AUGUST 9, 1984; ORDER NO. 147431

**BUILDING 8
SECOND FLOOR PLAN**
Elevation of Lower Limits of Unit Boundary - 16' 7 1/2"
Elevation of Upper Limits of Unit Boundary - 24' 8 1/2"

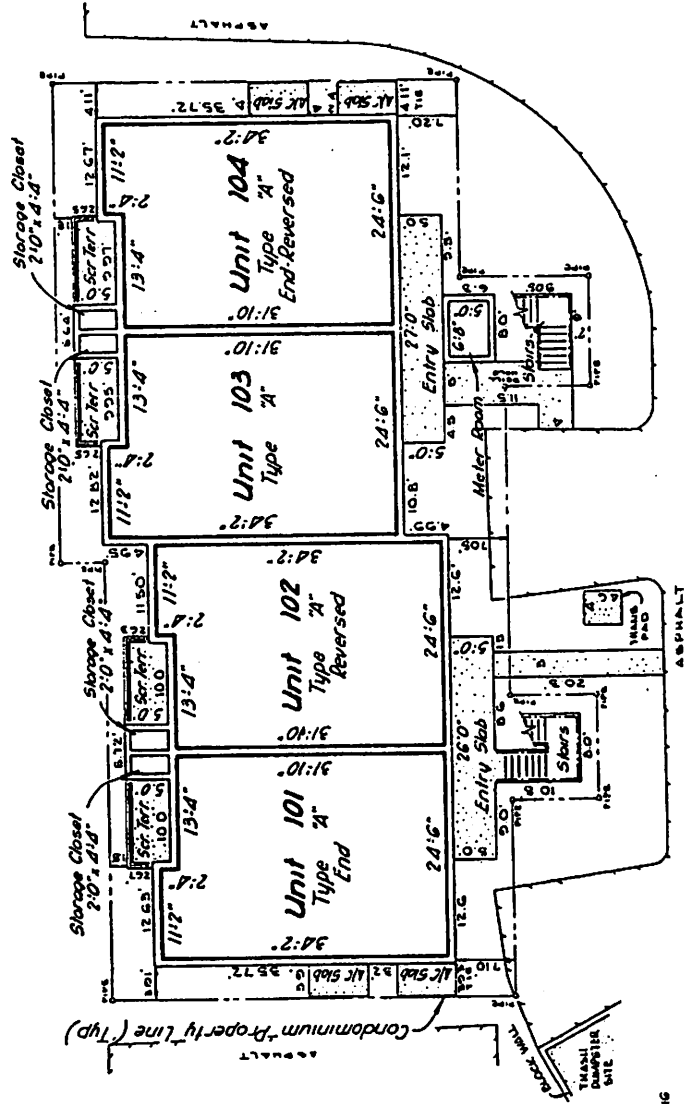
prepared by:
Schwabke-Shiskin & Associates, Inc.
Land Surveyors Engineers
18000 NW 2nd Avenue
Miami, Florida 33169
July, 1983
Order No. 144454

REVISED: ORDER NO. 144500
NOV. 3, 1983

0 1 2 3 4 5 6 7 8 9 10
Graphic scale in feet

EXHIBIT "B"
Page 14 of 21 Pages

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE



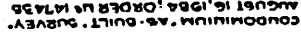
FOUNDATION SURVEY
MARCH 19, 1984, ORDER NO. 14201
CONDOMINIUM "AS-BUILT" SURVEY
AUGUST 16, 1984, ORDER NO. 14435 40-75016

BUILDING 9 FIRST FLOOR PLAN

Elevation of Lower Limits of Unit Boundary - 8.0' -
Elevation of Upper Limits of Unit Boundary - 15.0' -

prepared by
Schwebke-Shyskin & Associates, Inc.
Land Surveyors & Engineers
16800 NW 2nd Avenue
Miami, Florida 33163
Order No. 144454
July, 1983

REVISED ORDER NO. 144800
NOV 3, 1983

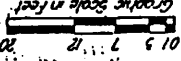


Elevation of lower limits of Unit Boundary. 1658.

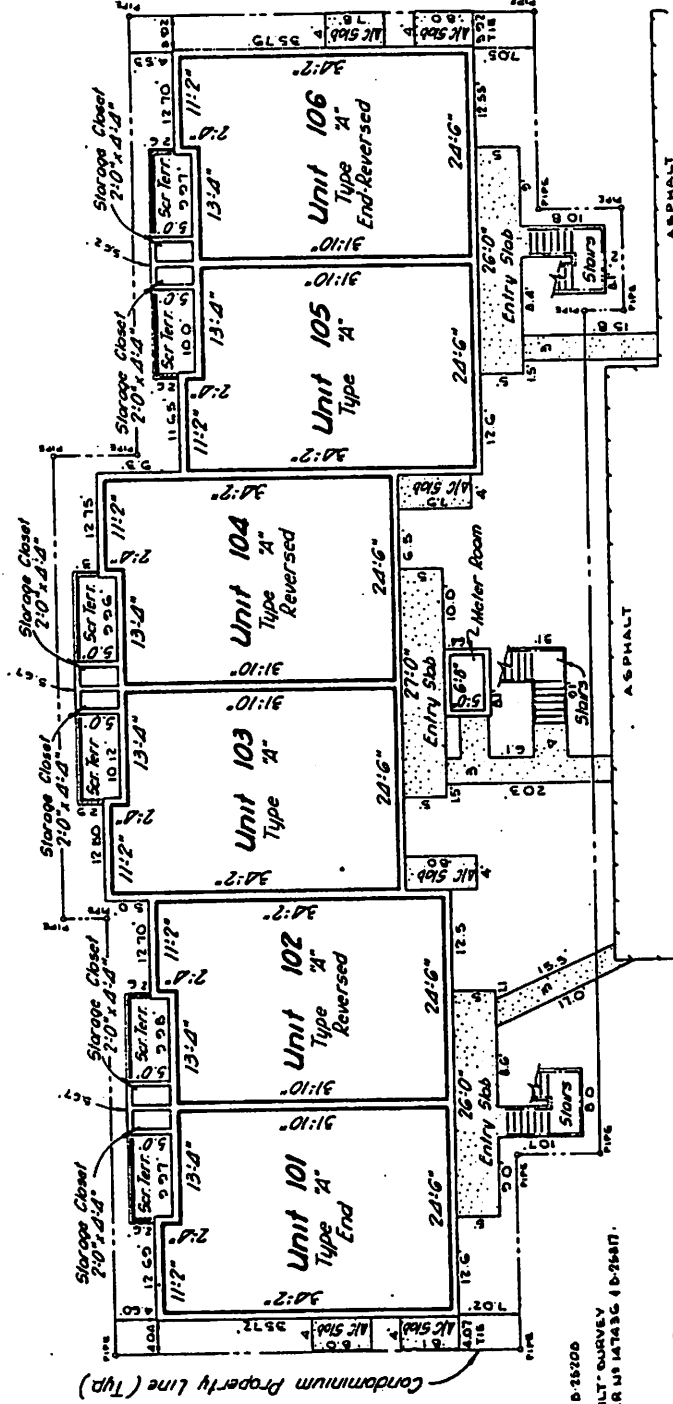
REVIEWED: ORDER NO 147500
NOV 5, 1963

Prepared by
Schwedke - Shiskin
Land Surveyors Engineers
18800 NW 2nd Avenue
Order No. 144554
July, 1985
Architects Land Planners
Miami, Florida, 33169

EXHIBIT "B" Page 16 of 21 Pages



FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE



BUILDING 10 FIRST FLOOR PLAN

Elevation of Lower Limits of Unit Boundary - B.15.
Elevation of Upper Limits of Unit Boundary - 1C.21

prepared by:
Schwabke - Shiskin & Associates, Inc.
Architects Land Planners
18300 NW 2nd Avenue
Miami, Florida, 33160
July, 1983
Order No 144454

REVISED ORDER NO 144500
NOV. 3, 1983

FAIRVIEW AT PEMBROKE POINT CONDOMINIUM ONE

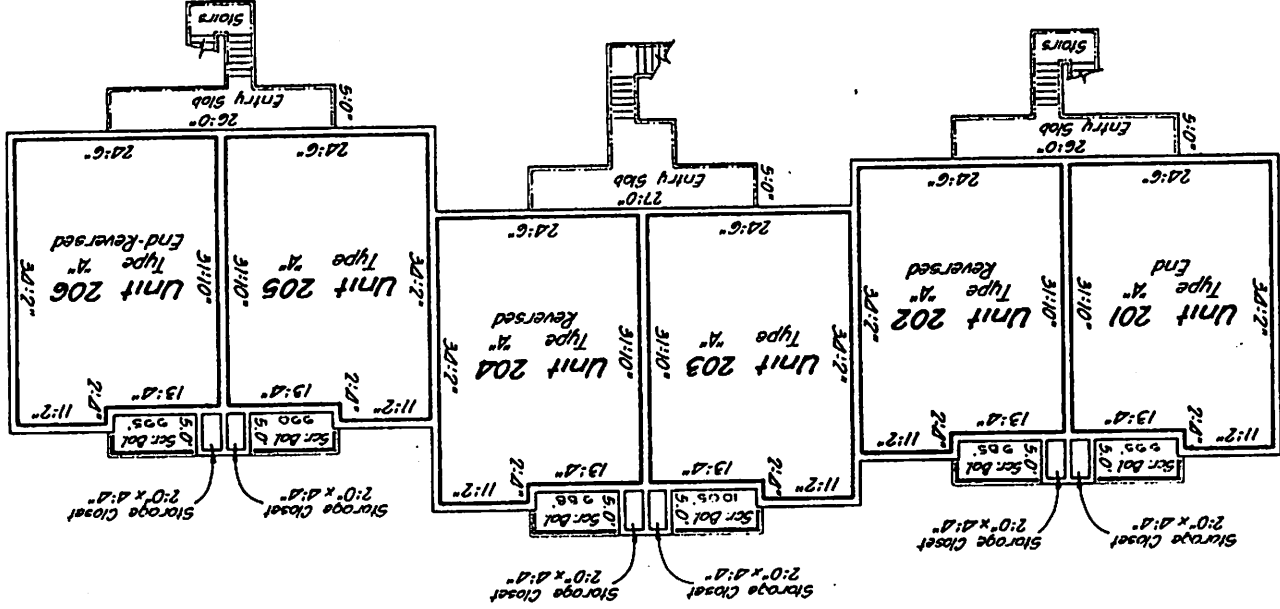


EXHIBIT "B"

Page 18 of 21 Pages

Graphic Scale in Feet
0 1 2 3 4 5 6 7 8 9 10

prepared by
Schwebke-Shiskin & Associates, Inc.
Land Surveyors & Engineers
Architects & Land Planners
18800 N.W. 2nd Avenue
Miami, Florida, 33169
July, 1983
Order No. 144454

REVISED: ORDER NO. 144500
NOV 3, 1983

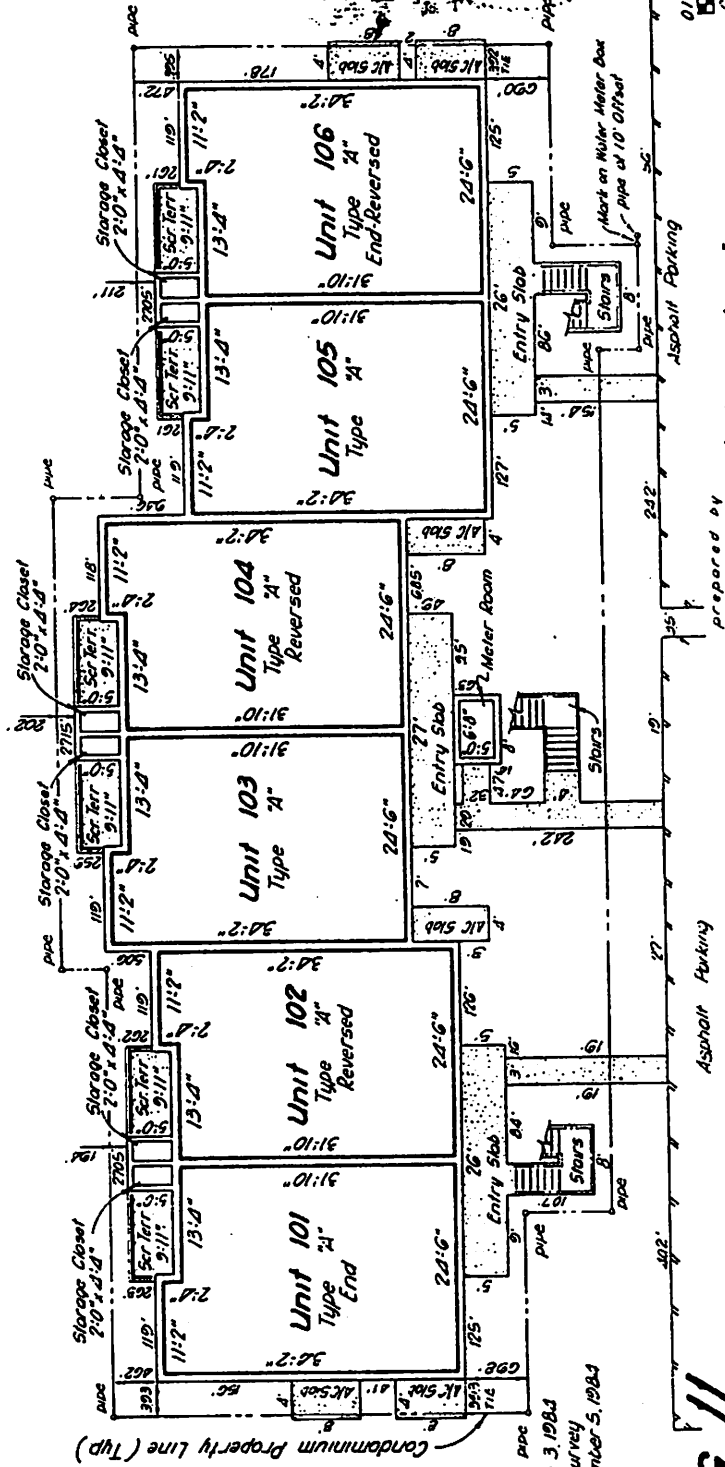
Elevation of Lower Limits of Unit Boundary - 24.75'
Elevation of Upper Limits of Unit Boundary - 16.62'

BUILDING 10

SECOND FLOOR PLAN

CONDOMINIUM "A" - BUILT SURVEY
AUGUST 16, 1984; ORDER NO. 147456

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE



BUILDING 11 FIRST FLOOR PLAN

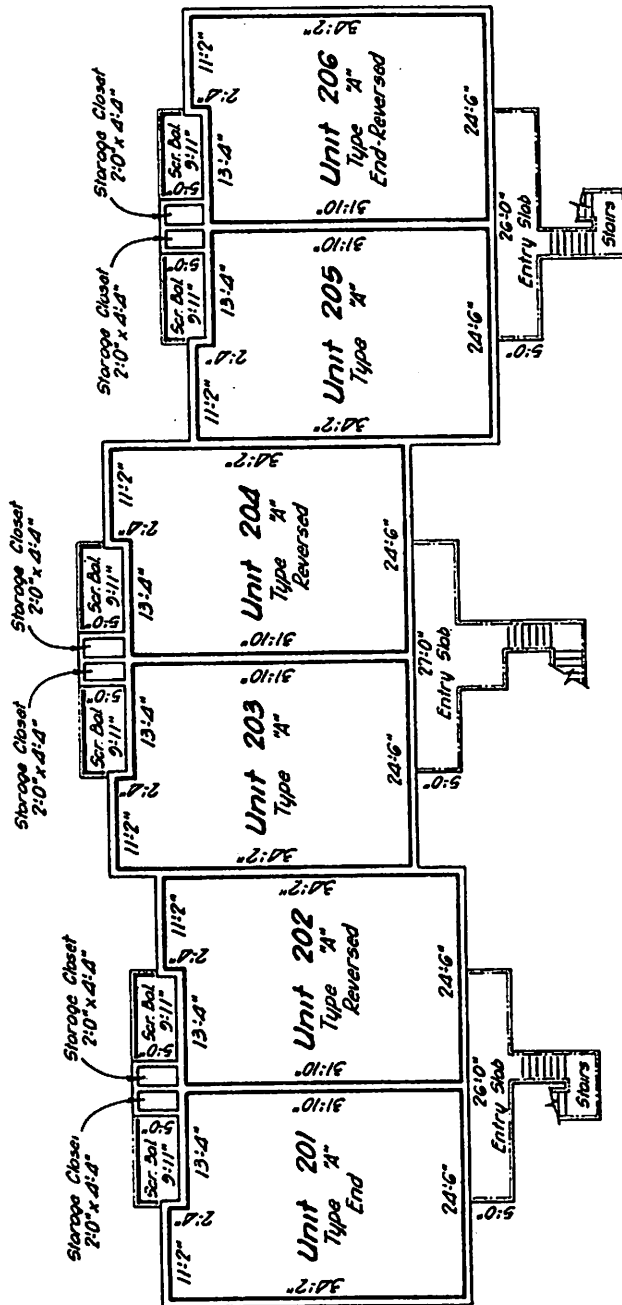
Elevation of Lower Limit: of Unit Boundary - 79.4

prepared by
Schwabke - Shiskin & Associates, Inc.
Land Surveyors & Engineers
18800 NW 2nd Avenue
Miami, Florida, 33162
Order No 144454

Architects Land Planners
Miami, Florida, 33162
July, 1983

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR



Condominium "As-Built" Survey
Order No. 137445 September 5, 1984

**BUILDING 11
SECOND FLOOR PLAN**
Elevation of Lower Limits of Unit Boundary - 1258
Elevation of Upper Limits of Unit Boundary - 2100

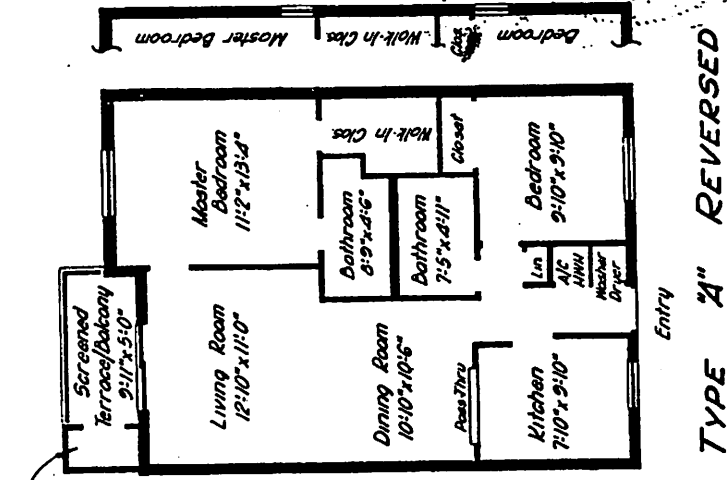
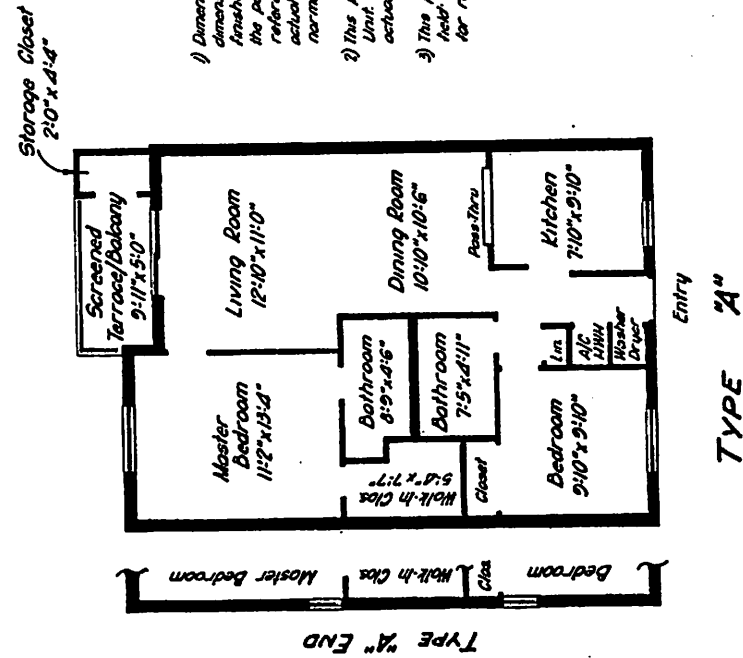
prepared by
Schwabke-Shiskin & Associates, Inc.
Land Surveyors Engineers
1880 NW 2nd Avenue
Miami, Florida, 33139
Order No. 144454
July, 1983

REVISED: ORDER NO. 144500
NOV. 3, 1983

EXHIBIT "B"
Page 20 of 21 Pages

0 1 2 3 4 5 6 7 8 9 10
Graphic Scale in Feet

FAIRVIEW AT PEMBROKE POINTE CONDOMINIUM ONE



- 1) Dimensions as shown hereon are proposed dimensions to the interior undecorated finished surfaces of the extreme limits of the pertinent room which were based on referenced architectural plans prior to actual construction and are subject to normal construction tolerances.
- 2) This plan is a representation of a typical unit. Slight variations may occur due to actual construction.
- 3) This plan does not represent an actual field survey by this firm and is shown for reference only.

85148834

SECOND AMENDMENT TO DECLARATION

WHEREAS, DCA at Pembroke Pointe, Inc., a Florida corporation (the "Developer") caused to be recorded a Declaration of Condominium creating a Condominium known as FAIRVIEW AT PEMROKE POINTE TWO, A CONDOMINIUM, which Declaration was recorded in O. R. Book 12130, at Page 515, of the Public Records of Broward County, Florida; and

WHEREAS, at the time the Declaration of Condominium was recorded only some of the buildings in the Condominium were complete and the original Exhibit "B" to the Declaration, which Exhibit is the Survey and Graphic Descriptions, reflected that fact; and

WHEREAS, the Developer has now completed more of the buildings in the Condominium;

NOW, THEREFORE, the undersigned Developer hereby amends the above referred to Declaration of Condominium by adding to Exhibit "B" thereto the pages attached hereto as Exhibit "A".

Except as hereinabove modified the foregoing Declaration of Condominium is hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed this 2 day of May, 1985.

Signed, sealed and delivered
in the presence of:

Terda Hirsch
DCA AT PEMROKE POINTE, INC.,
a Florida corporation

By: [Signature]

STATE OF FLORIDA :
COUNTY OF BROWARD : SS:

BEFORE ME, the undersigned authority for taking oaths personally appeared ERIC LEVIN, as President of DCA AT PEMROKE POINTE, INC., a Florida corporation, who executed the foregoing instrument by and on behalf of said corporation this day of May, 1985.

My Commission expires:

Notary Public, State of Florida

MYER WEISS, ROSE AMON, SHANAHAN, ZIGLER & SASSER, ATTORNEYS AT LAW,
FINANCIAL FEDERAL BUILDING, SUITE 2000, MIAMI, FLORIDA 33131

WILL CALL 2487/8K
CHICAGO TITLE INSURANCE CO.
315 S.E. 7th ST.
FT. LAUDERDALE, FL 33301

OFF 12518 PAGE 910

5 MAY 6 PM 4:19

FIRST AMENDMENT
TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
FAIRVIEW AT PEMBROKE POINTE HOMEOWNERS

WHEREAS, the Declaration of Covenants, Restrictions and Easements for Fairview at Pembroke Pointe Homeowners (hereinafter the "Declaration") was recorded in Official Recors Book 11975 at Page 452 of the Public Records of Broward County, Florida; and

WHEREAS, Article XVI, Section 5 of the Declaration provides that the Class B member acting alone may amend the Declaration;

NOW, THEREFORE, the undersigned Class B member hereby amends the Declaration by adding the following event to the list of events which will terminate the Class B membership as provided in Article IV, Section 1 of the Declaration:

"(3) At such time as the Florida Condominium Law requires the last condominium in the THE FAIRVIEW AT PEMBROKE POINTE PROJECT, to be turned-over to the unit owners."

In furtherance of the above, the following language is hereby added at the end of Article IV, Section 1 of the Declaration:

"At such time as the Class B membership terminates, a special meeting of the unit owners shall be called at which point all of the developer appointed unit owners shall resign and elections shall be held for new Directors."

IN WITNESS WHEREOF, the undersigned has executed this First Amendment this 20 day of November, 1984.

Signed, sealed and delivered in the presence of:

Sole Class B Member

DCA AT PEMBROKE POINTE, INC., a Florida corporation

By: Eric Levin
ERIC LEVIN, President

STATE OF FLORIDA :
COUNTY OF BROWARD : SS:

The foregoing instrument was acknowledged before me this 20

MEYER, WEISS, ROSE, ARKIN, SHAMFANIER, ZIEGLER & BARASH, P.A.
FINANCIAL FEDERAL BUILDING, MIAMI BEACH, FLORIDA 33139-3097

WILL CALL 2487/324
CHICAGO TITLE INSURANCE CO.
303 N. W. 10TH ST.
ST. LOUIS, MO. 63101

JAN 3 4 01 PM '85

OFF 12240 PUE 815

91

day of November, 1984, by ERIC LEVIN, as President
of DCA AT PEMBROKE POINTE, INC., by and on behalf of said
corporation.

Linda Hirsch
NOTARY PUBLIC, State of Florida

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP OCT 24, 1987
DOWDED THRU GENERAL INS. UNIT

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
F. T. JOHNSON
COUNTY ADMINISTRATOR

- 2 -

DEF 12240 PAGE 816

MEYER, WEISS, ROSE, ARKIN, SHAMFANIER, ZIEGLER & SARASH, P.A.
FINANCIAL FEDERAL BUILDING, MIAMI BEACH, FLORIDA 33139-2097

***** BROWARD-ATTORNEYS TITLE SERVICES INC. *****