

32-285720

DECLARATION OF CONDOMINIUM
for

(Incorporates First
Amendment Provisions)

THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM

HOMES BY LIFESTYLE, INC., a Florida corporation, is the owner of fee simple title and the Developer of the real property as more particularly described in Schedule A, and as such make the following declaration:

I. SUBMISSION TO CONDOMINIUM OWNERSHIP

Developer, for itself, its successors, grantees and assigns, hereby submits the fee simple title to real property described in Schedule A (Phase I only), together with improvements now or hereafter situated on such real property and any easements and rights appurtenant thereto, to the Condominium form of ownership and use in accordance with Chapter 718, Florida Statutes, as amended.

II. NAME AND ADDRESS

The name of this Condominium is THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM. The street address is: 4091 Coral Springs Drive, Coral Springs, Florida 33065.

III. DESCRIPTION OF CONDOMINIUM PROPERTY

A. The Condominium Property, as hereafter defined, in Phase I consists of one (1) parcel of land described in Schedule A, attached hereto and made a part hereof. The Condominium Property in Phase II and Phase III each consist of one (1) parcel of land described in Schedules A-1 and A-2, respectively attached hereto and made a part hereof. The entire Condominium Property is described in Schedule A-3. On the Phase I land will be constructed two (2) two-story residential buildings, parking, and other improvements that have been substantially completed as of the date of recording of this Declaration. Phase II will consist of the land described in Schedule A-1, upon which will be constructed two (2) two-story buildings, parking areas and other improvements. Phase III will consist of the land described in Schedule A-2 upon which will be constructed two (2) two-story residential buildings, parking areas, a pool, lavatories and other improvements. Phases II and III may not be completed at the time of recording of this Declaration.

B. Upon completion of Phase I the Condominium will consist of two (2) two-story residential buildings containing a total of ten (10) residential units. Also part of Phase I of the Condominium are the storage lockers, streets, outdoor parking areas, landscaping and walkways. Phase II will consist of two (2) two-story buildings containing a total of ten (10) residential units, together with storage lockers, streets, outdoor parking areas, landscaping and walkways. Phase III will consist of two (2), two-story buildings containing a total of ten (10) residential units, together with storage lockers, streets, outdoor parking areas, landscaping and walkways. Phase III will also contain the pool, pool deck/patio and lavatories which will be available for use by all Phases of the condominium.

C. There are two (2) basic floor plans for the thirty (30) condominium units. These are:

1) 2 bedroom/2 bath consisting of a total enclosed living area of approximately 1213 square feet and 165 square foot wooden patio/deck with three (3) walls exposed to the outside (exterior unit) ("A" Unit).

2) 2 bedroom/2 bath consisting of a total enclosed living area of approximately 1213 square feet and 165 square foot wooden patio/deck with two (2) walls exposed to the outside (interior unit) ("B" Unit).

OCT 25 11 45 AM '82

OFF
REC 10471 PG 151

IV. DEFINITIONS

The terms used in this Declaration and attached documents shall have the meaning stated in the Condominium Act or as follows, unless the context requires otherwise:

A. "Articles of Incorporation" or "Articles" means the Articles of Incorporation of the Association as they exist from time to time.

B. "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time are assessed against the Unit Owner and the Unit.

C. "Association" means THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, which shall be responsible for the operation of the Condominium.

D. "Board of Directors" or "Board" means the board of directors of the Association and serves the same function as a board of administration, as set forth in the Condominium Act, as hereinafter defined.

E. "By-laws" means the By-laws of the Association existing from time to time.

F. "Common Elements" means the portions of the Condominium Property not included in the Units, as further defined in Article VI hereof, which are owned proportionately by the Unit Owners, as hereinafter defined.

G. "Common Expenses" means all expenses and Assessments properly incurred by the Association.

H. "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements over the Common Expenses. "Common Surplus" shall not include any sums received by the Association that are held as reserves.

I. "Condominium Act" shall mean the Condominium Act, Chapter 718 of Florida Statutes as the same exists on the date this Declaration is recorded.

J. "Condominium Documents" means this Declaration of Condominium, the Prospectus, the Articles of Incorporation and By-laws, the Contract of Purchase and Sale, the

rules and regulations of the Association and all other exhibits and attachments to any of the foregoing.

K. "Condominium Parcel" means the Unit, together with its undivided share in the Common Elements which is appurtenant to the Unit, and has the same meaning as a Unit Estate.

L. "Condominium Property" means and includes the lands and personal property that are subject to condominium ownership, whether or not contiguous, and all buildings and improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

M. "Developer" means Homes By Lifestyle, Inc. a Florida Corporation, its successors and assigns, particularly including, but not limited to, mortgagees taking in foreclosure or instead of foreclosure, and successor developers.

N. "Eligible Mortgagee" means any Institutional Lender, assignee thereof, or participant therewith who or which provides written notice of its mortgage interest in a Unit, which notice shall give the name, address and telephone number of such person or institution and shall identify the Unit upon which the mortgage is held.

O. "Insurance Trustee" shall mean a banking institution with trust powers which is authorized to do business in the State of Florida and which may be designated by the Board of Directors of the Association.

P. "Institutional Lender" means a Federal or State Bank, a Savings and Loan Association, Insurance Company, licensed Mortgage Company, licensed Mortgage Broker, GNMA, FNMA, FMAC, or FHA- or VA-approved lender or investor, Pension Fund, Real Estate Investment Trust, Credit Union or any other institution commonly or customarily classified as an Institutional Lender.

Q. "Limited Common Elements" means those Common Elements reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units and shall specifically include, stairs, balcony spaces, balcony/porch railings and patios and planters.

R. "Patio" shall mean any concrete-improved areas, whether or not partially enclosed, that are immediately adjacent to a Unit and are at ground level.

REC 10471pg 153

S. "Primary Occupant" means the individual designated by a certificate of the Unit Owners of a single Unit who is given the authority to vote in the Association on behalf of such Unit Owners.

T. "Regular Assessment" shall mean an Assessment determined through adoption of the annual budget of common expenses or any amendment to the entire Budget.

U. "Special Assessment" shall mean any Assessment adopted at a special meeting of the Board of Directors other than an Assessment arising from the Annual Budget and also includes Assessments against individual Unit Owners for a violation of the regulations, rules or restrictions contained in this Declaration or the Rules and Regulations of the Association, as amended.

V. "Terrace" shall mean wooden deck area adjacent to the master bedroom on the second floor of a Unit.

W. "Unit" means a residential dwelling on the Condominium Property which is subject to exclusive ownership, as further defined in Article V hereof.

X. "Unit Owner" means the individual, firm, corporation, estate, or trust who or which is the owner of a Unit. The Unit Owner shall automatically own an undivided proportionate share of the Common Elements and shall own the Limited Common Elements appurtenant to his/her Unit.

V. THE UNITS

A. Identification. Each of the Units are identified and designated as set forth in the sketch of survey and plot plan contained in Schedule B, attached hereto and made a part hereof. Schedule C, attached hereto and made a part hereof, contains the floor plans for typical Units, including the dimensions of each room in the Unit. The Units are further described in Schedule D, attached hereto and made a part hereof, with regard to Unit designation, unit type, number of bedrooms and baths, and percentage of ownership.

B. Description. Each Unit shall consist of:

1. The unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units as originally constructed;

2. The cube of space and the improvements contained in that space defined by such interior surfaces, except as provided below;

3. The doors, windows, vents and other structural elements that are a part of or attached to such perimeter walls;

4. The decorated surfaces of load-bearing interior walls, floors or ceilings, such as, carpeting, tile, wallpaper, paint, and plaster;

5. All appliances and lighting fixtures within the Unit;

6. All wiring, pipes, ducts, vents, conduits or other facilities, and the space they occupy ("Utility Facilities") located within such cube of space that exclusively serve such individual Unit; and

7. The air conditioner/heater, exclusively serving the Unit, even though located outside of the Unit, but not Utility Facilities outside of the Unit.

8. The ceiling of the first story and the floor of the second story and the structural components contained therein, excluding Utility Facilities serving other parts of the condominium.

9. The Terrace.

C. Items Not Included. The Unit shall not include the Common Elements or Limited Common Elements described in Articles VI and VIII of this Declaration, including but not limited to:

1. Perimeter walls, floors or ceilings and any wires, tubing, conduits or other facilities in those walls;

2. Interior load-bearing walls, floors or ceilings;

3. Any Utility Facilities within interior or perimeter walls, ceilings or floors that are not for the exclusive use of that individual Unit;

4. Building exteriors, roofs and decorations except the Terrace; and

5. The Land under any building or the slab upon which the building is constructed.

VI. COMMON ELEMENTS

A. Each Unit Owner shall own an undivided share in the Common Elements, which shall be an appurtenance to his/her Unit. The percentage of ownership is expressed as a fraction as set forth in Schedule D.

B. Subject to the provisions of Article XXI, the Common Elements shall include, but are not limited to:

1. The items excluded from the Unit under Section C of Article V, including but not limited to the land; the perimeter and structural walls, ceilings and floors; those Utility Facilities that do not exclusively serve one Unit; and the building exterior, walls, foundation; slabs and roofs.

2. The unreserved outdoor parking areas;
3. All of the walkways, paths, trees, shrubs, landscaping and grounds;

4. The swimming pool, pool deck/patio, and fixtures;

5. All riparian and/or littoral rights appurtenant to the land, if any;

6. The Limited Common Elements; and

7. The following non-exclusive, permanent and irrevocable easements from each Unit to each other Unit in the Condominium and to the Association:

a. easements through the Common Elements for ingress and egress to and from public highways for vehicular (where applicable) and pedestrian traffic to and from the Units;

b. easements of support in every portion of a Unit which contributes to the support of the Condominium building in which the Unit is situated;

c. easements for the purpose of installation, maintenance, repair and replacement of all sewer, water, gas, electric and telephone lines, mains, conduits, wires, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems; and

d. an easement through any Unit, and the Common Elements, for maintenance, repair and replacement of any Unit and/or Common Element. Access to Units shall only be during reasonable hours, except that access may be had at any time in case of emergency.

C. Right to Use Common Elements. All Unit Owners shall have the right to use the Common Elements, subject to the terms and conditions set forth in this Declaration. Such right shall extend to the Unit owners, members of their immediate families, servants, guests, approved lessees and

other Unit Owner-authorized occupants and visitors of a Unit. The use of and rights of Unit Owners in the Common Elements are governed by this Declaration and the other Condominium Documents, as from time to time amended. Use of the Limited Common Elements shall be governed by the rules and regulations of the Association.

D. If any portion of the Common Elements shall encroach upon any Unit, or if any Unit shall encroach upon any portion of the Common Elements, as the Common Elements and Units are shown on Schedule B, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and Unit Owners involved to the extent of such encroachments and for as long as they exist.

VII. EASEMENT RESERVED BY DEVELOPER FOR THE USE AND ENJOYMENT OF PERSONS OTHER THAN UNIT OWNERS.

Should the intended creation of any easement otherwise fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to be so created shall nevertheless be considered as having been granted directly to the Association for the purpose of allowing the original party or parties to whom the easements were originally granted the benefit of such easement. In such event the Unit Owners designate the Developer and/or the Association as their lawful attorney in fact to execute any instrument on their behalf as may hereafter be required or deemed necessary for the purpose of creating such easement.

VIII. LIMITED COMMON ELEMENTS.

The Limited Common Elements are Common Elements including, but not limited to:

A. The exclusive use of all patios immediately adjacent and connected to a Unit;

B. The exclusive use of the outdoor parking space reserved to the use of the Unit by the Developer or Association, and this parking space may be changed from time to time with the approval of both the Unit Owner and the Developer or Association; and

C. The storage locker reserved to the use of the Unit by the Developer or the Association, and such locker may likewise be changed.

REC 10471 PG 157

IX. COMMON EXPENSES

Each Unit Owner shall be assessed his/her proportionate share of the Common Expenses as provided for in Article XIX of this Declaration. The Common Expenses shall include, but not be limited to, maintenance, repair, replacement, reserves, administration and operation of the Common Elements and Limited Common Elements and all taxes and assessments levied upon the Condominium. The proportionate share of the Common Expenses of each Unit Owner shall be the same as such Unit Owner's percentage ownership interest in the Common Elements as set forth in Schedule D.

X. COMMON SURPLUS

Each Unit Owner shall own an undivided share in any Common Surplus in the same percentage as his/her share of the Common Elements as set forth in Schedule D. Any Common Surplus shall be held, invested or administered by the Association on behalf of the Unit Owners in the manner the Board of Directors deems appropriate.

XI. ASSOCIATION

The entity responsible for the administration, operation, maintenance, repair and replacement of the Condominium shall be THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. The Association shall have those powers and duties set forth in the Condominium Act, this Declaration, the Association's Articles of Incorporation and By-laws. A copy of the Articles of Incorporation and a copy of the By-laws are attached hereto and made a part hereof as Schedule E and Schedule F, respectively.

Each Unit Owner shall automatically become and be a member of the Association as long as he/she continues as a Unit Owner. Upon the termination of the interest of the Unit Owner, his/her membership shall automatically terminate and shall automatically be transferred to the new Unit Owner. Each Unit shall have one (1) vote in the Association which shall be cast by an owner of that Unit or his/her proxy.

The Association shall have the rights and powers set forth in the Articles of Incorporation, including, but not limited to, the right to grant permits, licenses and easements over and through the Common Elements for utilities, including but not limited to cable television, for access and for other purposes reasonably necessary or useful for the maintenance or operation of the Condominium. Each Unit Owner hereby appoints the Association as its lawful attorney-in-fact to carry out the granting of such easements, permits or licenses.

QEE 10471pg 158

XII. UTILITIES

Each Unit Owner shall pay for his/her telephone, electricity and other utilities or services which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be part of the Common Expenses.

XIII. INSURANCE AND RECONSTRUCTION

A. Duty to Obtain Insurance. The Association shall obtain and maintain at all times insurance protecting the Common Elements and the Association as follows:

1. Fire and Casualty Insurance covering the Insurable Common Elements, as defined below, and insuring them against the perils of fire, the items contained in a standard extended coverage endorsement, and such other perils as other condominium associations in the area customarily cover by insurance. Such insurance shall be in a face amount of not less than 100% of the replacement cost of the improvements that are part of the Common Elements, exclusive of foundations and excavation ("Insurable Common Elements"), as such replacement cost is determined by an agent of the casualty insurance carrier at the time of policy renewal. Such insurance shall also cover losses for damage to fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of Units, and, wherever feasible, interior walls, air conditioners/heaters and such other improvements and appliances in the Units that have been installed by the Developer or are substantially of the same quality and function as those installed by the Developer.

2. Public Liability Insurance in such amounts (but not less than \$1,000,000.00 combined single limit coverage) and with such coverage as is deemed appropriate by the Board of Directors to protect the Association and the Unit owners as a group. Such insurance shall include coverage of automobile liability, whether owned, non-owned or hired; and employee liability, whether on or off the premises. This insurance shall contain cross-liability endorsements to cover the liability of Unit Owners of a group to a Unit Owner.

3. Workmen's Compensation Insurance in the amounts and covering those persons required by law, if any.

4. Officer and Director Liability Insurance insuring the officers and directors of the Association from liability for their acts or failures to act, and, to the

REC 10471 pg 159

extent that is financially practical and obtainable, insurance covering the liability of the Association for the acts and omissions of its officers and directors.

5. Fidelity Bond shall be obtained and shall cover the Treasurer of the Association and any other person regularly responsible for handling the money of the Association. In the event that the Condominium is managed by a professional manager or management company, such management shall be undertaken pursuant to a written contract which shall contain a provisions requiring the fidelity bonding or insuring of all management personnel who handle the funds of the Association.

6. Other Insurance. The Board of Directors is empowered to obtain such other insurance, including flood insurance, that the Board from time to time determines in its discretion to be appropriate or which may be required by the Developer's mortgagee while the Developer continues to mortgage Units.

7. Mortgagee Approval. All such insurance, except workmen's compensation insurance, shall be subject to approval by the Institutional Lender holding in the aggregate the highest dollar amount of mortgages on the Condominium Property. Such approval shall relate to all aspects of insurance coverage, including, but not limited to, the form and content of the insurance policies, the limits of coverage, the perils insured against, the companies issuing such insurance and the kinds of insurance required. Any Eligible Mortgagee shall have the right to require the review and approval of such Institutional Lender, if such approval has not been obtained for the then current insurance.

B. Persons Covered. The insurance listed in paragraphs 1 and 2 of Section A shall name the Association, all Unit Owners, and Institutional Lenders as the "Insureds." No insurance policy need set forth the name of all Unit Owners or Institutional Lenders in the policy itself, so long as such persons are named as a class of insureds under such policy.

C. Loss Payable. The insurance policies obtained by the Association pursuant to this section shall provide for payment of proceeds as follows:

1. If the casualty damage to Insurable Common Elements is less than or equal to \$35,000.00 ("Minor Loss"), then to the Association; or

OFF 10471pg 160

2. If the casualty damage to Insurable Common Elements is more than \$35,000.00 ("Significant Loss"), then to the Insurance Trustee.

3. Beginning in 1985 the \$35,000.00 amount set forth in paragraphs 1 and 2 above shall be increased by at least eight percent (8%) each year, compounded annually, to account for inflation.

D. Premiums for the above insurance shall be a Common Expense.

E. Insurance Trustee Duties; Fee; Term. The Board of Directors shall from time to time appoint an Insurance Trustee, as defined in Article IV, and this appointment shall be subject to the approval of the Institutional Lender holding in the aggregate the highest dollar amount of mortgages on the Condominium Property. The Insurance Trustee shall receive insurance proceeds from a Significant Loss, hold the same in trust for the Insureds, and disburse the proceeds as described below. The Insurance Trustee shall not be required to obtain any insurance, pay any premiums, determine any coverage or collect any proceeds. The Association shall pay the Insurance Trustee its out-of-pocket expenses and its reasonable and customary fees for administering any insurance trust hereunder. The Association may change the Insurance Trustee at any time, but the Association must immediately replace such Trustee with another Insurance Trustee and shall obtain said Institutional Lender approval for the replacement. The Insurance Trustee may resign at any time except after a Significant Loss and prior to final distribution of the insurance proceeds.

F. Distribution of Insurance Proceeds. The funds held by the Association or by the Insurance Trustee after a loss, which will consist of insurance proceeds and Unit Owner Contributions, shall be disbursed in the following manner and order:

1. Expense of the Trust or Association. All expenses of the Insurance Trustee or Association in the collection and distribution of insurance proceeds shall be paid first.

2. Termination of the Condominium. If the Condominium is terminated pursuant to Article XIV, the remaining funds shall be deemed to be Condominium Property, and shall be owned by and distributed to the Unit Owners and their mortgagees jointly, as their interests appear, in the undivided shares in which they own the Common Elements prior to the termination.

3. Reconstruction and Repair of Damage.

If the damaged property is to be reconstructed and repaired, the funds shall be disbursed in the following manner:

a. If the Condominium Property suffers a Minor Loss, then the funds shall be disbursed by the Board of Directors in payment of the costs incurred to repair and reconstruct the damaged Common Elements.

b. If the Condominium Property suffers a Significant Loss, then the insurance proceeds shall be paid to and disbursed by the Insurance Trustee which shall disburse funds as directed by the Board of Directors. Before any such disbursement, however, an architect or engineer qualified to practice in Florida and employed by the Association shall approve the disbursement as being due and properly payable.

c. If there is a balance of insurance proceeds remaining after payment of or providing sufficient reserves for costs of reconstruction and repair of the Insurable Common Elements, such balance shall be distributed to owners of damaged Units and their Institutional Lenders. The distribution shall be in the shares that the estimated costs of reconstruction and repair of the damage to an individual damaged Unit bear to the total cost of repair for all damaged Units. No Unit Owner shall, however, include within the estimated cost of reconstruction and repair of an individual Unit any amount for damage to personal property or fixtures belonging to that Unit Owner, except for lighting fixtures, carpeting or appliances installed as part of the original Unit. No Unit Owner shall be paid an amount in excess of the estimated allowable reconstruction and repair costs.

4. Association as Agent. The Association is irrevocably appointed agent for each of the Insureds to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. Mortgagees. Institutional Lenders shall have the right to be admitted to the class of mortgagees insured under the Association's insurance upon providing notice as required above. Except as provided in Articles XIV, XX or XXII, no mortgagee shall, however, have any right to participate in the determination of whether any damaged property shall be reconstructed or repaired. No mortgagee shall have any right to a reduction in its mortgage debt through application of any insurance proceeds, unless such proceeds are available for distribution directly to affected Unit Owners.

REC 10471pg 162

H. Reliance Upon Certificates. The Insurance Trustee shall not be required to make its own determination of claims. Instead, the Insurance Trustee may rely upon the certificate of the Association made by its president and secretary stating whether the damaged property shall be reconstructed and repaired or the Condominium terminated or, stating the names of Unit Owners to receive distribution of funds and the amounts to be distributed to them.

I. Deposits to Insurance Trustee After Damage. Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the Board of Directors may require. If, from such estimates, it appears that the insurance proceeds payable for such loss or damage will be insufficient to pay the cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof shall be obtained by a Special Assessment of the Unit Owners (the "Unit Owner Contribution") and deposited with the Insurance Trustee not later than thirty (30) days from the day on which the Insurance Trustee received the insurance proceeds.

J. Benefit of Mortgagees. Certain provisions in this Article are for the benefit of Institutional Lenders of Condominium Parcels, and may be enforced by any Institutional Lender, and shall not be amended without the consent of at least ninety percent (90%) of the Eligible Mortgagees holding first mortgages on Units.

XIV. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

Whether or not the Condominium Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

A. Major Damage. If 75% or more of the improvements on the Condominium Property (including Units and recreation facilities) are totally destroyed or are so damaged that they are not habitable as determined by the Board of Directors of the Association, none of the buildings and none of the improvements comprising Common Elements shall be reconstructed, and the Condominium shall be terminated upon the affirmative vote of the members having at least fifty-one percent (51%) of the votes in the Association and the approval in writing of Eligible Mortgagees holding mortgages on at least fifty-one percent (51%) of the Units to so terminate,

REF 10471 PG 163

and the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed. This provision shall not apply if any policy or policies of casualty insurance covering the entire Condominium Property shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder. If the members do not vote in favor of termination, such termination is not so approved by said Eligible Mortgagees, or if the said casualty insurance requires reconstruction, then the Condominium Property shall be reconstructed as then permitted under applicable law.

B. Lesser Damage. If twenty-five percent (25%) or more of the Units are habitable after the casualty as determined by the Board of Directors of the Association, the damaged property shall be reconstructed and repaired unless the Unit Owners and Eligible Mortgagees agree to terminate the Condominium pursuant to Article XX herein.

C. Plans and Specifications. Repair or reconstruction of Condominium Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed; provided, that the Board of Directors of the Association may authorize reasonable minor variations from the original plans and specifications, but only to the extent then permitted by law, and only with the written consent of Eligible Mortgagees holding mortgages on at least fifty-one percent (51%) of the Units.

D. Responsibility for Unit Damage. If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance and repair is that of the affected Unit Owners, then such Unit Owner shall be responsible for carrying out the repair or reconstruction thereof.

E. Association Right to Repair Units. If within 60 days a Unit Owner fails to commence repair or reconstruction of his/her Unit after the Unit is damaged, then the Association shall have the right, but in no way the responsibility, to repair or reconstruct the Unit and to levy a Special Assessment for the cost of such repair or reconstruction against the Unit Owner and the Unit. In the event of such a repair, the Association shall have a lien against the undisbursed proceeds of any insurance payable for such loss.

OFFICIAL COPY
REC 10471pg 164

XV. MAINTENANCE, REPAIRS AND REPLACEMENTS.

A. Unit Owner Responsibilities. Each Unit Owner shall maintain and repair his/her unit at the Unit Owner's expense, and no Unit Owner shall request the Association to provide maintenance services within the Unit, except for Common Elements located in a Unit. The maintenance expense of patios adjoining a Unit shall be charged to the Unit Owner who has exclusive use thereof. Other Limited Common Elements shall be maintained as a general expense of the Association. Each Unit Owner shall be responsible for the maintenance, repair and replacement of the Terrace (which is part of the Unit), all windows, glass doors, and screens, exterior light bulbs and doors leading to the outside of the Unit. The Unit Owner shall be responsible for any damage to Common Elements or injury caused by a failure to maintain the Unit or to comply with the Condominium Documents or state, federal or local law. The Unit Owner shall pay for damage to the Common Elements as determined by the Board of Directors caused by him, his guests, relatives or pets. These Maintenance requirements shall be further subject to the rules and regulations of the Association.

B. To the extent that equipment, facilities and fixtures within any Unit shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by Unit Owners shall be subject to the rules and regulations of the Association. The authorized representatives of the Association shall be entitled to reasonable access to the individual Units to maintain, repair or replace the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

C. The Association, at its expense, shall maintain, repair and replace the other Common Elements, as necessary.

XVI. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS

Alterations, improvements or additions of the kinds specified below shall not be made except as follows:

A. Units; Limited Common Elements. Unless the Unit Owner(s) shall first submit plans for such work to the Board (or its designated committee), and the Board or such committee, by resolution unanimously adopted by the affirmative vote of all members thereof, shall approve and consent thereto, no alteration of or improvement or addition to a Unit or to any Limited Common Element shall be made which shall:

REF 10471pg 165

1. remove, in whole or in part, replace, reroute, or otherwise affect any column, load bearing wall or partition, Utility Facility, or obstruct any easement herein provided for; or

2. in any way alter any door, railing, patio, window, screen, equipment or appliance visible from the exterior of any Unit or located on any exterior building wall; or

3. in any way install any storm or hurricane shutter or awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance; or

4. otherwise change, modify or alter the exterior of any Unit so that it thereby differs in appearance from any other Units of the same type.

B. Common Elements. There shall be no material alterations or substantial improvements or additions to the Common Elements except in the following manner: subject to the foregoing restrictions against changing the exterior appearance of Units and/or buildings, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Common Elements. The acquisition of additional real property, however, must be approved by the affirmative vote of Unit Owners owning seventy-five percent (75%) of the Units. The cost of such alterations, improvements and/or additions shall be assessed against and collected from all Unit Owners as Common Expenses.

C. Comprehensive Policies. The Board of Directors is empowered to adopt a comprehensive policy for the installation of improvements governed by Section A of this Article XV (Units, Limited Common Elements). This policy, once implemented, may be carried out by Unit Owners without the prior approval of the Board, or its designated committee, on an individual basis. Such comprehensive policy may include but is not limited to a policy concerning the make and design of approved storm shutters, use of and improvements to the Terrace and the like.

D. Permits. Nothing in this Article shall relieve the Unit Owner from obtaining all necessary building and other permits and licenses from the appropriate government agencies.

E. Non-Liability. The Association shall not be responsible for any loss of a Unit Owner arising from the installation or alteration of any fixtures or furnishings for which approval is required under this Article.

OFF 10471pg 166

XVII. USE RESTRICTIONS

Use of the Condominium Property shall be in accordance with the following restrictions so long as the Condominium exists:

A. Units. Each of the Units shall be occupied and used only for single family, residential purposes and for no other purpose by the Unit Owner, his/her immediate family, servants, guests and approved lessees. No Unit may be divided or subdivided into more than one Unit, nor any portion thereof, less than the whole Unit, sold or otherwise transferred. This provision shall not, however, apply to transfer of the entire Unit to more than one person or to the transfer of an undivided interest in a Unit.

B. Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

C. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession, security and proper use of the Condominium Property by residents. No pets shall be permitted to annoy or endanger any person or any part of the Condominium Property and no Unit Owner shall permit his pet to become a nuisance. All parts of the Condominium Property and each Unit shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which would increase the rate of insurance upon the Condominium Property.

D. Lawful Use. No unlawful use shall be made of the Condominium Property or any part thereof. The Association shall not, however, be required to enforce governmental regulations or laws, nor shall the Association be required by this provision to report to or notify governmental authorities of a violation of law or of any regulation.

E. Leasing. After approval by the Association, as elsewhere herein required, Units may be leased; provided, that no Unit shall be leased for a term of less than thirty (30) days. A Lessee must abide by this Declaration, the rules and regulations, the Articles and By-laws. No approval shall be required of the Association for a lease of a bedroom, in a Unit, so long as the Unit Owner continues to reside in that Unit and so long as such lease is permitted by law.

OFF 10471pg 167

F. Household Pets. No animals of any kind shall be permitted in any Units, except for a total of not more than two (2) dogs or domestic cats having a weight at maturity of less than twenty-five (25) pounds, or caged birds, hamsters or tropical fish.

No guest, lessee or invitee shall bring any animal whatsoever upon the Condominium Property. Pets shall not be permitted in or on any improvements that are part of the recreation area.

Whenever a pet is allowed outside of the Unit Owner's own Unit, it shall either be carried or shall be placed on a sufficient leash, not more than six (6) feet in length at all times. The Board of Directors shall have the right to designate pet walking areas where dogs and cats can perform their excretory functions, and Unit Owners are responsible for their pets performing excretory functions in the designated pet walking areas.

Any Unit Owner maintaining a pet upon the Condominium Property, shall be fully responsible for, and shall bear the expense of, any injury to persons or damage to property resulting therefrom. Any damage to the Common Elements shall be determined by the Board of Directors and collected by the Association as a Special Assessment.

H. Master Restrictions. The restrictions on the use of the Condominium Property set forth in the restrictions attached hereto as Exhibit 8 also apply.

I. Amendment. Additional reasonable restrictions concerning the use of the Condominium Property may be made and amended from time to time by the Board or Directors and shall be set forth in the Rules and Regulations. Copies of such additional restrictions and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

J. Developer Rights. Until the Developer has completed and sold all of the Units neither Unit Owners nor the restrictions of the Association nor the restrictions on the use of the Condominium Property shall in any way interfere with the development, constructions, replacement, repair or use of the Condominium Property by the Developer, its agents, construction contractors, subcontractors, suppliers or workers, nor shall any interference be permitted with the sales, promotional, display or other sales related efforts of Developer, its brokers, salespersons and consultants. These rights shall be enforceable by a temporary restraining order, preliminary or permanent injunction, and Developer shall be required to post no bond in connection therewith.

OFF 10471 PG 168

Developer may make such use of the unsold Units and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, models, the showing of the Condominium Property, the display of signs, and the storage of equipment, machinery and supplies.

K. Enforcement. In addition to any other rights of the Association or the Developer under this Article, each shall have the right to enforce these restrictions in a court of law or in equity and to impose reasonable Special Assessments for damages caused, expenses incurred and administrative fees in the manner set forth in the By-laws and the Rules and Regulations.

XVIII. LEASING RESTRICTIONS

A. The leasing of a Unit is subject to the approval of the Association, as follows:

B. A Unit Owner intending to lease an entire Unit shall give the Board of Directors, or its designee, notice of such intention within five (5) days of the signing of the lease, together with the name and address of the proposed lessee and the duration of the lease, if those items are not disclosed in the lease, a copy of the proposed lease and such other information as may be reasonably requested. Such copy may delete the amount of security and rental payable under such lease.

C. Within fifteen (15) days the Board of Directors, or the person or committee appointed by it to review leases, shall either approve or disapprove such proposed lease, based solely on the following criteria:

1. The proposed lease is for a period of less than thirty (30) days; or

2. The proposed lessee has more than two dogs or cats, or any pet weighs or will probably weigh at maturity more than twenty-five (25) pounds; or

3. The proposed lease does not contain a provision or the proposed lessee does not sign a separate agreement requiring the proposed lessee to comply with the rules and regulations of the Association and all provisions of the Condominium Documents; or

4. The proposed lessee does not acknowledge having the opportunity to review the Condominium Documents.

If the proposed lease or lessee does not violate any of the foregoing items 1 through 4, then the proposed

OFF
REC 10471pg 169

lease shall be approved. If the proposed lease or leases violates any of the foregoing, the Board shall disapprove said lease.

D. If the appropriate person or board approves the proposed lease, a written notice to that effect shall be furnished to the Unit Owner. If no decision is made within said fifteen (15) day period, then the proposed lease shall be deemed approved, and, upon written request of the Unit Owner, a written notice approving the proposed lease shall be issued. If the appropriate person or board disapproves such proposed lease, a written notice to that effect shall be furnished to the Unit Owner, and such decision shall be final and no damages may be recovered against the Association or its members if such disapproval was properly based on the above criteria. The disapproval of one proposed lease shall not prevent a Unit Owner from thereafter making other leases.

XIX. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT.

To provide the funds necessary for proper operation and management of the Condominium, the Association is granted the right to make, levy and collect Assessments against all Unit Owners and the Units themselves. The following provisions shall govern the making, levying and collecting of such Assessments and the payment of the costs and expenses of operating and managing the Condominium by the Association:

A. Determination of Assessments.

Assessments by the Association against each Unit Owner and the Unit shall be equal to the percentage ownership of a Unit in the Common Elements times the total Assessment to be made against all Unit Owners and their Units as is set forth in Schedule D. If the Association owns one or more Units, then the assessments payable for those units, less any net income gained from those units after paying mortgages, taxes, utilities and other expenses, shall be payable proportionately by the owners of Units other than the Association as part of their Assessment.

B. Time for Payment.

The Assessment levied against each Unit Owner and his/her Unit shall be payable in advance in quarterly, monthly, or such other installments and at such time as shall from time to time be fixed by the Board. Assessments shall be made against Unit Owners at least quarterly, if not more often. Adoption of a plan to make assessments payable less often than monthly shall require the approval of the Institutional Lender holding in the aggregate the highest dollar amount of mortgages on the Condominium.

OFF 10471 PG 170

C. Annual Budget.

1. Annual Budget. The Board of Directors shall, upon notice of the proposed budget of expenses and income for the year ("Annual Budget") to the Unit Owners and otherwise in accordance with the By-Laws of the Association, establish the Annual Budget in advance of each fiscal year. The Annual Budget shall contain an estimate of all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium, including, a adequate amount for contingencies and reserves. The Annual Budget shall also estimate all income anticipated to be collected during the year.

2. Copies of Budget. Upon adoption of each Annual Budget by the Board, copies thereof shall be delivered to each Unit Owner, and the individual Assessment of a Unit for the year shall be based upon such Annual Budget. Failure to deliver a copy of the Budget to a Unit Owner shall, however, not affect the liability of such Unit Owner for the Assessment.

3. Special Assessments. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the Assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies or the purchase of a Unit by the Association, the Board shall have the authority to levy such additional Special Assessment or Assessments as it shall deem to be necessary.

D. Reserve Fund.

1. Mandatory Reserves. Unless the condominium law then allows a lesser reserve, or reserve for fewer items, or unless the Unit Owners waive reserves in the manner set forth below, the proposed Annual Budget shall include reserve accounts for capital expenditures and deferred maintenance. The reserve accounts shall include (unless lesser requirements are made by law):

- a. Roof replacement;
- b. Building painting; and
- c. Pavement resurfacing.

The Association may consider, but unless required by law, need not adopt reserves for replacement of furnishings in the common areas, recreation area refurbishing, equipment replacement, and building exterior refurbishing.

OFF 10471pg 171

2. Inclusion in Budget. The Board of Directors shall always be obligated to prepare a proposed Annual Budget that includes, but is not limited to, the above-required reserves.

3. Waiver of Reserves. The Association, by a vote of not less than a majority of the members present or represented by proxy at a duly called meeting, may determine, however, that no reserves, or less than the legally-mandated reserves, shall be included in an Annual Budget. The Association must determine each year that no reserves, or less than legally-mandated reserves, will be included in the Annual Budget for that year, and no such determination shall apply to the Annual Budget for more than one year. Waiver in one year shall not prevent waiver of reserves in the next or subsequent years by subsequent vote.

E. Working Capital Fund.

A working capital fund shall be established for the initial months of operation of the Condominium. Such working capital fund shall equal two months' assessment for the Unit and shall be payable by the initial purchaser of a Unit from the Developer at the time of closing of title on the Unit. Such fund shall be held by the Association and shall not be co-mingled with funds of the Developer. This provision shall not apply to Unit resales.

F. Additional Operating Reserve.

The Board, when establishing each Annual Budget, may, when deemed necessary or desirable, include therein a sum to be collected and maintained as a reserve to provide a measure of financial stability. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of Assessments by Unit Owners, as a result of emergencies or for other reasons placing financial uncertainty upon the Association.

G. Use of Association Funds.

All monies collected by the Association shall be treated as the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating, maintaining and managing the Condominium or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles and By-laws. Because the monies for annual Assessments are paid to the Association by any Unit Owner, this money may be co-mingled with monies paid to the Association by the other Unit Owners. No member of the Association, however, shall have the right to assign, hypothecate, pledge or in any manner transfer his/her membership interest in such funds, except as an appurtenance to his/her Unit.

H. Delinquency or Default.

1. Failure to Pay; Interest. The payment of any Assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. When in default, the delinquent Assessments or installments thereof shall bear interest at a rate not to exceed the highest rate from time to time permitted by law, as determined by the Board. In the event the Board does not establish the rate of interest to be paid on delinquent Assessment, such rate of interest shall be the highest then permitted by law.

2. Association Remedies. In the event that any lien under Section K, below arises against a Unit due to the failure of the Unit Owner to pay any Assessment or installment thereof, and the Assessment or installment remains unpaid for more than thirty (30) days after it becomes due and payable, the Association shall have each and all of its rights and remedies which may be provided for in the Condominium Act, this Declaration or the Articles of Incorporation and the By-laws or which may be available at law or in equity. The Association may prosecute any action or other proceeding against the defaulting Unit Owner or others, or both, for the enforcement of any and all liens. Without limiting the rights of the Association, the foregoing allows the Association to foreclose on and take over the Unit of the delinquent Unit Owner. This right is also described in more detail below in Section K.

I. Personal Liability of Unit Owner.

The owner(s) of each Unit shall be personally, jointly and severally liable to the Association for the payment of all Assessments, regular or special, interest on such delinquent Assessments or installments thereof as described above, and for all costs of collecting the Assessments and interest thereon, including a reasonable attorney's fee, whether suit is brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

J. Liability not subject to Waiver.

No Unit Owner may exempt himself/herself from liability for any Assessment levied against such owner and his/her Unit by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit, or in any other manner.

K. Lien for Assessment.

1. The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in the Common Elements and upon any exclusive right to use any

OFFICIAL COPY
REC 10471 PG 173

Limited Common Elements appurtenant to any such Unit. This lien shall and does secure the monies due for all (1) Assessments levied against the Unit and the Unit Owner(s) thereof; (2) interest, if any, which may become due on delinquent Assessments owing to Association; and (3) costs and expenses. "Costs and Expenses" include, but are not limited to, the Association's reasonable attorneys' fees through any appellate proceedings, and whether or not a suit is brought, connected with the enforcement of the Association's lien upon the Unit and its appurtenances.

2. Foreclosure. The lien granted to the Association may be foreclosed in the Circuit Court in Broward County, Florida, but no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner, and to any Eligible Mortgagee, of its intention to foreclose its lien to collect the unpaid Assessments. In any suit for the foreclosure of said lien, the Association, in the event the Unit Owner remains in possession of the Unit, shall be entitled to rental from the Unit Owner from the date on which the payment of any Assessment or installment thereof became delinquent. The Association shall also be entitled, but not required, to appoint a Receiver for the Unit. The rental required to be paid shall be equal to the rental charged on a comparable type of Unit in Coral Springs, Florida. In no event, though, shall such rent be less than one hundred ten percent (110%) of any mortgage payment due thereon. The lien of the Association shall also secure all amounts paid by it for taxes, and payments on account of superior mortgages, liens or encumbrances on the Unit to preserve and protect the Association's lien, together with interest on all such amounts at the highest rate from time to time be permitted by law.

L. Recording and Priority of Lien

1. Filing. The lien of the Association shall be effective from and after recording, in the Public Records of Broward County, Florida, of a Claim of Lien stating the description of the Unit encumbered thereby, the name of the Unit Owner thereof, the amount and the date when due. The lien shall continue in effect until all sums secured thereby shall have been fully paid or until the lien is foreclosed. Such Claims of Lien shall include only Assessments which are due and payable when the Claim of Lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such Claims of Lien shall be signed and verified by an officer or agent of the Association.

2. Discharge. Upon full payment of all sums secured by a Claim of Lien, the same shall be satisfied of record.

OFF 10471 PG 174

3. Subordination; Taxes. The Lien of the Association shall be subordinate to Assessment liens and charges for taxes past due and unpaid on the Unit and the all amounts due whether interest, principal or escrow, on any mortgage recorded prior to the time of recording the Association's Claim of Lien. The Association's Claim of Lien for collection of any portion of any tax or Special Assessment shall specifically designate that the same secures an Assessment levied pursuant to this Declaration.

M. Effect of Foreclosure or Judicial Sale.

Except as provided below, in the event that any first mortgagee shall become a Unit Owner by virtue of any foreclosure, judicial sale, or deed in lieu of foreclosure, such first mortgagee shall only be liable and obligated for Assessments that become due and payable for the Unit subsequent to the date of his/her becoming a Unit Owner. Such first mortgagee shall not be liable for the payment of any Assessments which became due prior to its becoming a Unit Owner, even though the payment of Assessments was in default at the time it acquired such title. Such non-liability for assessments shall include non-liability for any Assessments secured by a Claim of Lien where that Claim of Lien is recorded after the recording of the foreclosed mortgage. Nothing in this paragraph shall relieve such person or entity who acquires such title subject to the lien of any Assessment from the amount due that represents an apportionment of taxes or assessments levied by tax authorities against the Condominium in its entirety. Any delinquent Assessments which are not paid because of the relief provided by this Section shall be absorbed and paid by all Unit Owners, including the first mortgagee acquiring title after foreclosure, as a part of the Common Expense. The payment by other Unit Owners shall not be construed as releasing the party personally liable for such delinquent Assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

N. Effect of Voluntary Transfer.

1. Certificate of Association. When a Unit Owner proposes to lease, sell or mortgage the Unit in compliance with other provisions of this Declaration, the Association, upon written request of the Unit Owner, shall furnish to the proposed lessee, purchaser or mortgagee, a signed statement setting forth the status of payment of any Assessments which are then due and payable to the Association by the Unit Owner. Such statement shall be executed by any officer of the Association. Any lessee, purchaser or mortgagee may thereupon rely upon such statement in executing the proposed lease, purchase or mortgage transaction. The

OFF
REC 10471pg 175

Association shall not be allowed to change its statement to reflect a change in the assessment, except to reflect the non-collection of checks received from the Unit Owner for his/her Assessment payment or to reflect Assessments made or payments received after such statement is dated.

2. Liability of Purchaser. In any voluntary conveyance of a Unit, the grantee shall not be personally liable for any unpaid Assessments against the Unit made prior to the time of such voluntary conveyance. Any lien against the Unit being transferred shall, however, continue to be a lien against that Unit, except as provided in the case of foreclosure, foreclosure sale or transfer in lieu of foreclosure. A purchaser who voluntarily pays such Assessment shall have an action against the grantor of the Unit for delinquent assessments and the prorata portion of any other assessment against the Unit arising prior to the conveyance.

3. Not an Election. Institution of an action at law to attempt to effect collection of the payment of any delinquent Assessment shall not be deemed to be an election by the Association which shall prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of an action at law to attempt to effect collection of any sum then remaining owing to it.

0. Amendment.

This Article shall not be amended without the prior written approval in writing of ninety percent (90%) of the Eligible Mortgagees of Units in the Condominium.

XX. TERMINATION.

The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

A. Major Damage

In the event it is determined in the manner in Article XIV herein provided that the improvements shall not be reconstructed because of major damage, the Condominium will be terminated as provided in Article XIV.

B. Agreement

The Condominium may be terminated at any time by the approval in writing by 90% of the Unit Owners in the Condominium, and by ninety percent (90%) of all Eligible Mortgagees.

REC 10471 PG 176

C. Effective Date of Termination.

The termination of the Condominium in either of the foregoing manners shall only become effective upon the execution and recording of a Certificate of Termination by the Association by its President and Secretary in the manner required for the conveyance of land in Florida certifying as to facts effecting the termination. The certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

D. Shares of Unit Owners After Termination.

After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be equal to the undivided percentage ownership of Unit Owners in the Common Elements of the Condominium prior to the termination as set forth in Schedule D.

E. Amendment.

This Article XX shall not be amended without consent of ninety percent (90%) of all then Unit Owners and of ninety percent (90%) of all Eligible Mortgagees.

XXI. RIGHTS OF DEVELOPER

A. Rights to Sell and Construct. Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Units to any persons approved by it. The Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale of Units, including, but not limited to, the right to maintain models, conduct public auctions, have signs, employ sales and office personnel, and use the Common Elements to show Units. A sales office, signs and all items pertaining to sales, shall not be considered Common Elements and shall remain the property of the Developer. The Developer may sell, lease or rent Units upon any terms and conditions as it shall deem to be in its own best interests. The Association shall have no authority to approve or disapprove any lease of a Unit having a term of thirty (30) or more days. In the event there are unsold or unleased Units, Developer retains the right to be the owner thereof, under the same terms and conditions as other Unit Owners except for such additional rights to lease as are contained herein. The Developer shall also have the full and complete right to construct, through itself, its contractors, subcontractors, materialmen and laborers additional improvements anywhere on the Condominium Property at

OFF 10471 pg 177

such time and in such manner as Developer or its contractors deem appropriate. Unit Owners shall in no way hinder, delay, impede or endanger the Developer, any contractors, subcontractors, materialmen or laborers in the construction, maintenance, transportation, storage or otherwise of improvements. Each Unit Owner agrees that Developer shall have the right to enjoin any actions by a Unit Owner, guest, or relative which may hinder, delay, impede or endanger the progress of construction or the improvements.

B. Guarantee of Assessments. Pursuant to §718.116, Florida Statutes, Developer elects not to be liable for the payment of Common Expenses of any Unit owned by the Developer and Developer, therefore, guarantees all Unit Owners that assessments for Common Expenses will not exceed the dollar amount set forth in the Annual Budget attached hereto as Schedule E as the annual Unit assessment for that fiscal year; provided, however, that the Developer undertakes and agrees to pay the assessment coming due on any unsold Unit beginning sixty (60) days after the closing of the sale of the first Unit so closed in the Condominium, and thereafter the Developer shall be responsible for all assessments coming due on any unsold Units until the date of closing of the sale of such Units. In the event that such estimated assessment is inadequate, Developer undertakes and guarantees to pay all actual common operating expenses incurred during the period of time for which the Estimated Operating Budget has been prepared as are in excess of the aggregate of the sums collectable from all Unit Owners other than Developer during such period.

Upon Developer's becoming liable for Assessments as provided above in this Section B, the Developer's guarantee shall be of no further force or effect. The Developer reserves the right to adopt new or additional Annual Budgets for each fiscal year of the Association.

C. Alterations. Developer reserves the right to change the configuration or size of all Units, and to alter the boundaries between Units, to alter or modify the appurtenances to the Unit or to change the proportion or percentage by which a Unit Owner shares the Common Expenses or has rights in the Common Surplus. No such alterations or changes shall increase the number of Units nor alter the boundaries of any Units in which the interest of Developer has been conveyed, without amendment to this Declaration in the manner required herein. If the Developer shall make any dimensional changes in the size of the rooms and Units, such changes shall be reflected by an amendment to the Exhibits to this Declaration. The Developer reserves the right prior to the execution and delivery of an Agreement of Sale between the Developer and a Purchaser, to withdraw any Unit from the sale

OFF 10471 pg 178

market and to change the purchase price of any Unit. Alterations to the size or configuration of Units shall, however, require the consent of the Developer's first mortgagees.

D. Approval of Purchasers. The Developer further reserves the right to approve or disapprove the Purchaser or any original purchase and sale agreement in which the Developer is the Grantor for a period of thirty (30) days from the execution of said agreement. Upon disapproval by the Developer, such Agreement of Sale shall be void and all deposits paid by the Purchaser shall be returned to the Purchaser. The Purchaser shall not have any cause of action against the Developer nor shall the Developer be liable for any sum in excess of all deposits made by the Purchaser, as the result of such disapproval. Any amendment to this Declaration reflecting alteration of Unit plans by Developer need be signed and acknowledged only by the Developer, notwithstanding anything to the contrary so long as Developer shall own any Units within the Condominium. The provisions of this Article XXI shall not be amended without the prior written consent of the Developer until the Developer no longer owns any units in the Condominium; but, thereafter, this Article XXI may be amended as provided in Article XXIII.

XXII. MORTGAGEES

A. Notice of Action. Upon written request to the Owners Association, identifying the name and address of the holder, insurer or guarantor and the unit estate number of address, any such Eligible Mortgagee or eligible insurer or guarantor will be entitled to timely written notice of:

1. Any condemnation loss or any casualty loss which affects a material portion of the project or any unit estate on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;
2. Any delinquency in the payment of assessments or charges owed by an owner of a unit estate subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of 60 days;
3. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners Association;
4. Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as specified below.

B. When professional management has been previously required by any mortgagee or mortgage insurer or guarantor, whether such entity became mortgagee or eligible insurer or guarantor at that time or later, any decision to establish self

management by the Association shall require the prior consent of Unit Owners to which at least 67 percent of the votes in the Association are allocated and the approval of mortgagees holding mortgages on Units which have at least 51 percent of the votes of the Units subject to mortgages.

C. Any first mortgagee shall be entitled to an audited financial statement of the Association for the immediately preceding fiscal year to be prepared at the expense of the first mortgagee requesting the same. If such audited statement has been or is being prepared by the Association, then any mortgagee shall be entitled to a copy free of charge upon request.

XX-A PHASE CONDOMINIUM OFFICIAL COPY

A. Phase Condominium. This Condominium is a Phase Condominium pursuant to Section 718.403, Florida Statutes, and is being developed in three (3) phases. As permitted by law, the Developer reserves the absolute right to amend this Declaration to add Phases II and III to the Condominium Property or to decide not to construct any or all of Phases II through III. The Unit Owners or the Association shall have no right to approve, disapprove or obstruct the Developer's decision.

B. Phase Property. The legal description of Phase I of the Condominium Property is described in Exhibit A. The legal description for Phase II is in Exhibit A-1, for Phase III is in Exhibit A-2, all exhibits are attached hereto and made a part hereof.

In addition, the Condominium Property in Phase III contains the Recreation Center, and the number of residential buildings and units specified below. Phases I and II will also have use of the Recreation area when constructed in Phase III.

C. Number of Units, Percentage Ownership in Common Elements, Number Voting by Phase. In the event the Developer adds Phases II and III or some of the foregoing, the number of buildings, the number of Units, the number of parking spaces, the percentage Ownership of the Common Elements by each Unit Owner (expressed as a fraction) and the number of Members in the Association shall be as follows as each Phase is added:

Phase	Number of Buildings	Number of Units	Number of Parking Spaces	Percentage of Common Elements	Number of Association Members
I	2	10	21	1/10th	10
II	2	10	21	1/20th	20
III	2	10	21	1/30th	30
TOTAL	6	30	63	1/30th	30

REC 10471Pg 180

D. The Improvements.

1. Units. The Developer anticipates that the buildings and Units in each phase will be substantially the same and these Units have been previously described in detail in Article III of this Declaration and in the Floor Plans and the Unit Designation and Percentage Ownership, as Schedules C and D respectively. The Developer reserves the right, however, to amend this paragraph and to add new or revised Unit floor plans in subsequent Phases.

2. Recreation Facilities. The Recreation area to be added as part of Phase III contains most of the Condominium's recreation facilities, including the pool, pool deck/patio, and lavatories. These facilities are further described as to dimensions or area and capacities as follows:

a. Swimming Pool. Located and within a concrete pool deck/patio is rectangular swimming pool that is 36 feet long by 14 feet wide. This swimming pool has a depth of 6 feet at the deep end and 3 feet at the shallow end. The pool is surrounded by 1059 square feet of concrete pool deck/patio. The capacity of the swimming pool is 9 people.

b. Lavatories. Also located at the recreation center is a building divided into both men's and women's lavatories. Each lavatory contains toilet facilities and has an approximate area of 45.3 square feet and each has a capacity of 2 people.

c. Description as to Locations, Capacities, Size, etc. All descriptions in this paragraph as to locations, capacities, areas, size, numbers, and/or volumes, except as otherwise specifically noted, are approximations.

E. Estimated Completion Dates. The estimated dates of completion of each phase is as follows:

Phase I - October, 1982
Phase II - October, 1982
Phase III - December, 1982

The esimated dates of completion shall be extended by any time lost to Developer as a result of delays caused by Acts of God, acts of governmental authorities, strikes or unavailability of materials. In any event, it is estimated that each phase will be completed not later than nine (9) months

after such estimated completion dates as extended. The Developer also has the right to accelerate completion dates.

F. Voting Rights. One vote may be cast in Association matters for each Unit. Accordingly, up to the number of votes set forth by Phase in Section C of this Article XX-A may be cast in Association elections and other votes. If one or more phases are finally not added, then the number of votes in the Association shall be the number set forth for the last completed Phase of the Condominium.

G. No Time Share Units. NO TIME SHARE UNITS SHALL BE CREATED AS A PART OF THIS CONDOMINIUM NOR ANY PHASE HEREOF.

H. Notice to Unit Owners. In the event the Developer elects to add any or all of Phases II and III, the Developer shall notify all then existing Unit Owners of its election. Notice shall be made by certified mail to each Unit Owner at his Unit or at his last known address, at the option of the Developer. Notwithstanding the foregoing, the failure of Developer to so notify the Unit Owners shall in no way affect the validity of the addition of any Phase nor the binding effect of any sale of a Unit in any Phase.

I. Dedication of Property. The parcels described in Schedules A-1 through A-2 have not been dedicated to Condominium ownership as of the date of this Declaration. Prior to the closing of the sale of any Unit in Phase II or Phase III, the Developer shall record as amendment to this Declaration dedicating the land in Phase II or subsequent Phase to the condominium for of ownership. Such recording shall be made in the Public Records of Broward County, Florida and shall be accompanied by a certificate of surveyor. The Unit Owners have no right of approval or objection to whether any subsequent Phase is dedicated."

XXIII. CONDEMNATION

A. In the event of any condemnation, proceedings in eminent domain, governmental, public or quasi-public taking in the nature of, or in lieu of or in settlement of eminent domain proceeding concerning all or any portion of the Common Elements or Limited Common Elements (a "Taking"), then the Association shall represent the Unit Owners in all proceedings, negotiations, settlements or agreements with respect to the Taking. Each Unit Owner hereby appoints, and, by acceptance of a deed to his or her Unit, ratifies appointment of the Association as his/her lawful attorney-in-fact for the foregoing purposes and for such other purposes and acts reasonably necessary to carry out the foregoing.

REF 10471pg 182

B. Each Unit Owner hereby authorizes, and, by acceptance of a deed to his or her Unit, ratifies authorization of, the Association to receive payment of any monies due from or arising out of the Taking. Such monies shall be received by the Association on behalf of and for the use and benefit of the Unit Owners and their mortgagees, as their interests may appear.

C. In the event that other lands or improvements are available to replace the lands or improvements taken in any partial taking, the Unit Owners shall have the right, but not the obligation, to acquire such lands or improvements upon the affirmative vote of two-thirds (2/3) of the Unit Owners present at a duly called meeting of the Association's members for which a quorum is present. Such acquisition shall require the approval of the Eligible Mortgagees holding at least fifty-one percent (51%) of the dollar value of mortgages on the Units.

D. If such acquisition is not so authorized and approved, or if the entire Common Elements are condemned, the Association shall distribute any monies received from such Taking as follows:

1. First, in payment of the cost of Administration of the proceedings, negotiations, settlements, agreements, defense, and distribution of monies connected with the Taking, including, but not limited to, reasonable attorneys' fees

OFF 10471pg 183

through any appellate proceedings and other expert and professional fees connected therewith.

2. Second, to Unit Owners whose buildings have been taken in whole or in part as a result of the Taking, to the affected Unit Owners or their Mortgagees, as their interests appear, in proportion to the fair value of the Common Elements that have been taken from such Unit Owners, as determined by appraisals made as a part of the Taking, or if no appropriate appraisal has been taken, then as determined by separate appraisal.

3. Third, to the Unit Owners whose Limited Common Elements have been taken or their mortgagees, as their interests appear, in the same proportions as are established under the procedure set forth in paragraph D.2. above.

4. The remainder shall be distributed to all Unit Owners or their mortgagees, as their interests appear, in proportion to each Unit Owner's percentage or share of ownership of the Common Elements.

E. If the Unit Owners decide to replace or partially replace the lands or improvements taken in the Taking as provided herein and monies remain thereafter, then a sufficient amount shall be reserved to pay the cost of such replacement and the remainder shall be distributed to the Unit Owners or their mortgagees in the manner provided by Section D of this Article XXIII; however, the amount reserved shall in no event prevent payment in full of administration costs and the fair value of units taken.

F. In the event that amounts paid to Unit Owners from the proceeds of the Taking do not fairly compensate such Unit Owners for their Units, then the Association shall levy a special assessment to so compensate such Unit Owners. Such special assessment shall not exceed the amount required to pay the Unit Owners the fair value of such Units as determined by an appraisal in the Taking proceedings.

G. If one or more Units is taken, then the share of the remaining Unit Owners in the Common Elements, Common Expenses and Common Surplus shall be adjusted so that each Unit Owners' share in such Common Elements, Expenses and Surplus shall be equal to a fraction in which the numerator is one and the denominator equals the number of Units remaining after the Taking. This Declaration and the exhibits hereto shall also be amended to reflect such adjustment in the respective shares of the remaining Unit Owners.

XXIV. AMENDMENTS

Except for amendment which Developer is authorized and obligated elsewhere herein to make or the Association is prohibited from making and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

OFF 10471pg 184

A. Notice. Notice of the subject matter of any proposed amendment to this Declaration shall be included in the notice of any meeting at which such proposed amendment is to be considered.

B. Proposal. Amendments to this Declaration may be proposed by the Board of Directors by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the owners of a majority of the Units, whether by vote of such owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

C. Adoption.

1. Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association, or, in the absence of the President, to a Vice President or other acting chief executive officer. Such officer shall thereupon call a special meeting of the members of the Association to consider and vote upon such proposed amendment; provided that, a proposed amendment may be considered and voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting.

2. The special or annual meeting, as the case may be, of the members shall be held not sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment.

3. Notice of the meeting shall be delivered in the form, and the meeting shall be called and held, as provided for in the By-laws of the Association; provided, that any member may, in writing signed by such member, waive notice of any such meeting in the manner provided for in the By-laws of the Association. Such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such Member.

4. Except as otherwise provided in this Declaration, the proposed amendment may be adopted by and upon the affirmative vote at such meeting of Members owning not less than sixty-seven percent (67%) of the Units, provided that any amendment relating to assessments, liens or lien priorities, reserves, insurance or bonds, rights to use common areas, rights to use the common elements, responsibility for maintenance or repair of the Condominium, expansion or contraction of the Condominium, the interests in the Common Elements or Limited Common Elements (except for the transfer of designated Limited Common Elements), convertability of Units and common elements one to the other,

OFF
REC 10471 PG 185

rights of approval of sales, leases or other transfer, or any provision for the benefit of mortgagees or mortgage insurers, shall further require the prior written consent of at least fifty-one percent (51%) of the Eligible Mortgagees of the Units. Notwithstanding the foregoing provisions for adoption of amendments to this Declaration or any other provisions providing for or restricting the amendment of this Declaration or any other provisions for amendment in the Condominium Act, no amendment shall:

a. Change any Unit that has been conveyed by the Developer unless the record owner(s) thereof and all record owners of liens thereon shall join in the execution and acknowledgement of the amendment; or

b. Discriminate against any Unit Owner or against any Unit or building comprising part of the Condominium Property, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgement of the amendment; or

c. Change the qualifications for membership or voting rights of members without approval in writing signed by all members and approved in writing by at least fifty-one percent (51%) of the Eligible Mortgagees.

D. Recording. All amendments to this Declaration shall be recorded in the public records of Broward County, Florida and shall be effective only after execution and recording.

XXV. NOTICES.

Notice provided for in the Condominium Act, Declaration, Articles of Incorporation or By-laws shall be in writing, and shall be addressed to the Association or to any Unit Owner at the mailing address of the Condominium Property in Broward County, Florida. The Association or Board of Directors may designate a different address or addresses for notice to them by giving written notice of such changes of address to all Unit Owners. Any Unit Owner may also designate a different address or addresses for notice to him by giving written notice of his change of address to the Association. Notice, when addressed as above provided, shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof. Notice of any default by a Unit Owner shall also be sent to mortgagees of the Unit.

XXVI. MISCELLANEOUS.

A. Severability.

The invalidity in whole or in part of any article, covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of

Condominium, the Articles of Incorporation, By-laws or rules and regulations of the Association shall not affect the validity of the remaining portions thereof.

B. Applicability of Declaration of Condominium.

All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, and the acquisition or rental alone of any Unit, or the act of occupancy alone of any Unit, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects by such persons.

C. Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. The Florida Condominium Act as presently enacted is hereby adopted and made a part hereof.

D. Parties Bound.

The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in the Common Elements and this Declaration shall be binding upon the Developer, its successors and assigns, and upon all parties who may subsequently become Unit Owners in the Condominium, and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Developer has caused the foregoing Declaration of Condominium to be executed by the undersigned, duly authorized officers on the 18th day of October, 1981.

HOMES BY LIFESTYLE

By

Michael Bower

ATTEST: W.C. Dean
Asst Secretary

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.

The foregoing instrument was acknowledged before me this 11th day of October, 1982, by Michael Bower, President of Homes By Lifestyle, Inc., a Florida corporation, on behalf of the corporation.

Notary Public

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Aug. 21, 1984
Revised Page One from Insurance Code

(Seal)

OFF 10471 PG 187
REC

JOINDER AND CONSENT OF MORTGAGEE

This Joinder and Consent is given by CYPRESS SAVINGS ASSOCIATION, a Florida corporation, having a business office in Broward County, Florida ("Mortgagee"), to Homes By Lifestyles, Inc., the Developer of The Haylofts of Coral Springs I Condominium, located in Broward County, Florida (Mortgagor").

WITNESSETH THAT:

WHEREAS, the Mortgagee is the holder of a certain mortgage dated March 30, 1982, executed by Mortgagor, and

WHEREAS, the mortgage was recorded in the Public Records of Broward County, Florida and constitutes a lien on all of the real property situated in Broward County, Florida and described in Schedule A-1 attached to the Declaration of Condominium of The Haylofts of Coral Springs I Condominium ("Condominium");

NOW, THEREFORE,

a. Mortgagee hereby joins in the creation of the Condominium and consents to the recordation of the Declaration of Condominium;

b. Mortgagee agrees that the lien of the mortgage as the same applies to and encumbers the land shall be upon the Condominium parcels; and

c. This Joinder and Consent shall apply and be effective solely to the Condominium Property as defined in Article IV of the Declaration of Condominium for the Condominium and nothing herein contained shall affect, alter or modify in any manner whatsoever, the terms and conditions, lien, operation, effect or priority of the mortgage upon any of the encumbered property, except as specifically provided in Chapter 718, Florida Statutes.

IN WITNESS WHEREOF, the Mortgagee has executed this Joinder and Consent on this 19th day of October, 1982.

CYPRESS SAVINGS ASSOCIATION

Attest: _____

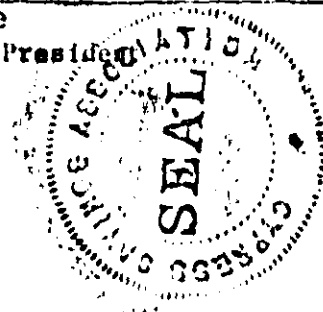
By _____

Name and Title

Loren A. Mintz, President
(Seal)

WITNESSES:

Paul R. Luranski
L. Michael Hurley

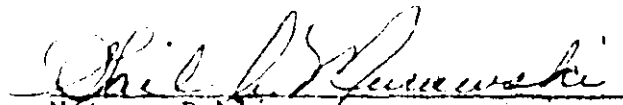


OFF 10471 pg 188

STATE OF FLORIDA)
) SS.
COUNTY OF Broward)

BEFORE ME, the undersigned authority, personally
appeared Loren A. Mintz, President of
me that he did, as such officer, execute the foregoing
Joinder in and Consent to the filing of the Declaration of
Condominium as the act and deed of said Corporation and that
the same was executed for the purposes therein expressed.

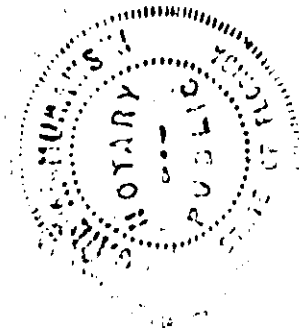
IN WITNESS WHEREOF, I have hereunder set my hand
and seal on this 19th day of October, 1982.


Notary Public

My commission expires:

(Seal)

NOTARY PUBLIC
STATE OF FLORIDA
COMMISSION EXPIRES 12-31-83



OFF 10471 PG 189

SCHEDULE A
LEGAL DESCRIPTION

FOR

PHASE I OF

THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM

That tract or parcel of land located in the City of Coral Springs, County
of Broward, State of Florida, described as:

Lots 5 and 6, of Block H of Deer Run Springs Subdivision according
to the plat thereof as recorded in Plat Book 70, Page 24 of the Public
Records of Broward County, Florida.

OFF 10471pg 190

SCHEDULE A-1

LEGAL DESCRIPTION

FOR

PHASE II OF
THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM

That tract or parcel of land located in the City of Coral Springs, County of Broward, State of Florida, described as:

Lots 3 and 4 of Block H of Deer Run Springs Subdivision according to the Plat thereof as recorded in Plat Book 70, Page 24 of the Public Records of Broward County, Florida.

REC 10471 PG 191

SCHEDULE A-2

LEGAL DESCRIPTION

FOR

PHASE III OF

THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM

That tract or parcel of land located in the City of Coral Springs, County of Broward, State of Florida, described as:

Lots 1 and 2 of Block H of Deer Run Springs Subdivision according to the Plat thereof as recorded in Plat Book 70, Page 24 of the Public Records of Broward County, Florida.

OFF 10471 PG 192

SCHEDULE A-3
LEGAL DESCRIPTION
FOR

ALL PHASES OF

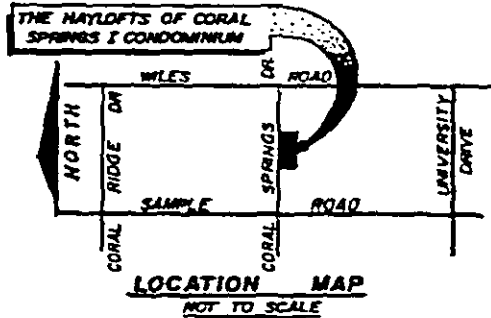
THE HAYLOFTS OF CORAL SPRINGS 1 CONDOMINIUM

That tract or parcel of land located in the City
of Coral Springs, County of Broward, State of Florida, described
as:

Lots 1 through 6 of Block H of Deer Run Springs
Subdivision according to the Plat thereof as
recorded in Plat Book 70, Page 24 of the Public
Records of Broward County, Florida.

OFF
REC 10471 pg 193

SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION
SCHEDULE "B"
TO THE DECLARATION OF CONDOMINIUM OF
THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM
Phase I

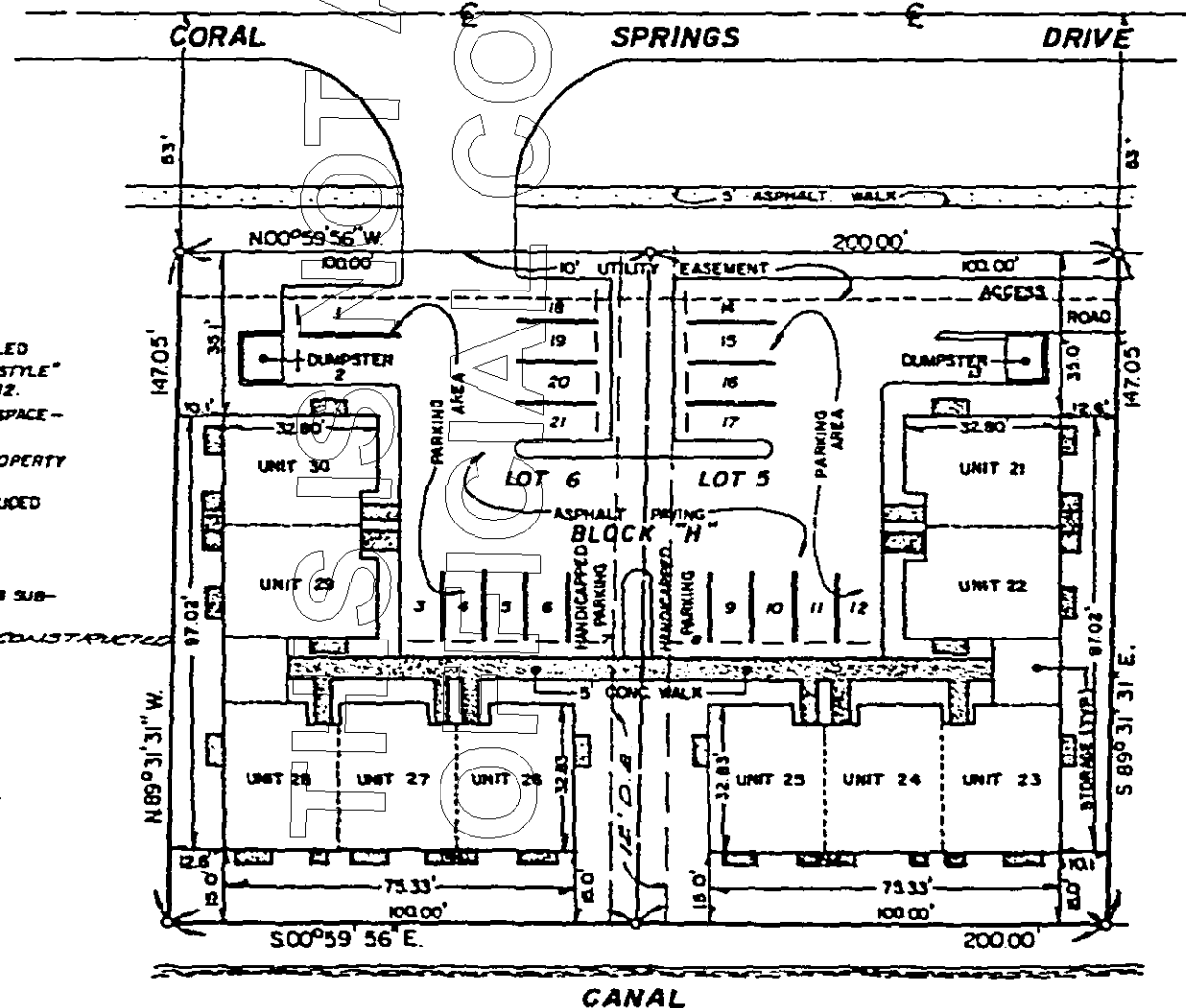


NOTE:

1. THE PROPOSED PLANS WERE PREPARED BY: CHARLES F. McRAHAN JR., A.I.A., ARCHITECT, ENTITLED "30 UNIT APARTMENT BUILDING FOR HOMES BY LIFESTYLE" AND DATED: 8th DAY OF AUG, 1982.
2. INDICATES ASSIGNED UNIT'S PARKING SPACE - LIMITED COMMON ELEMENT.
3. THE COMMON ELEMENTS OF THIS CONDOMINIUM PROPERTY INCLUDES THE FOLLOWING:
 - A. ALL CONDOMINIUM PROPERTY WHICH IS NOT INCLUDED WITHIN THE UNITS ARE COMMON ELEMENTS.
 - B. ALL NON-ASSIGNED PARKING SPACES.
 - C. THOSE ITEMS LISTED IN FLORIDA STATUTE 718.108 SUB-SECTION 1 SUB. B-D.
 - D. ALL IMPROVEMENTS SHOWN HEREON ARE AS CONSTRUCTED.

LEGEND:

1. DENOTES CONDOMINIUM PROPERTY BOUNDARY
2. DENOTES CONCRETE PATIOS



LAND DESCRIPTION:

LOT 5 & 6, BLOCK "H", "DEER RUN SPRINGS", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 70, PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS LYING IN THE CITY OF CORAL SPRINGS, BROWARD COUNTY, FLORIDA.

SURVEYORS CERTIFICATE:

1. GARY A. BURDEN, HEREBY CERTIFY THAT:
 1. I AM A DULY REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THIS STATE, UNDER THE LAWS OF THE STATE OF FLORIDA, BEING PROFESSIONAL LAND SURVEYOR NO. 3898.
 2. THE CONSTRUCTION OF IMPROVEMENTS WHICH COMPRISE THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM PHASE I IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIALS WHICH COMPRISE THE SCHEDULE "B" TO THE DECLARATION OF CONDOMINIUM OF THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM PHASE I, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH APARTMENT CAN BE DETERMINED FROM SAID MATERIALS.

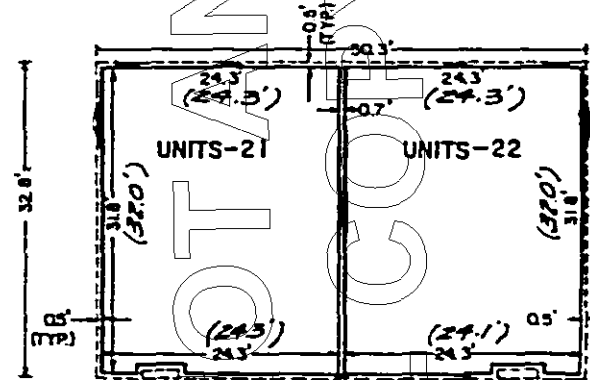
FOR THE PLAN, BY
GARY A. BURDEN
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA, NO. 3898

PREPARED BY:
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
CORAL SPRINGS, FLA.

SCHEDULE "B"
SHEET 1 OF 2 SHEETS

FINAL SURVEY 10/21/02

SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION
SCHEDULE "B"
TO THE DECLARATION OF CONDOMINIUM OF
THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM
Phase I

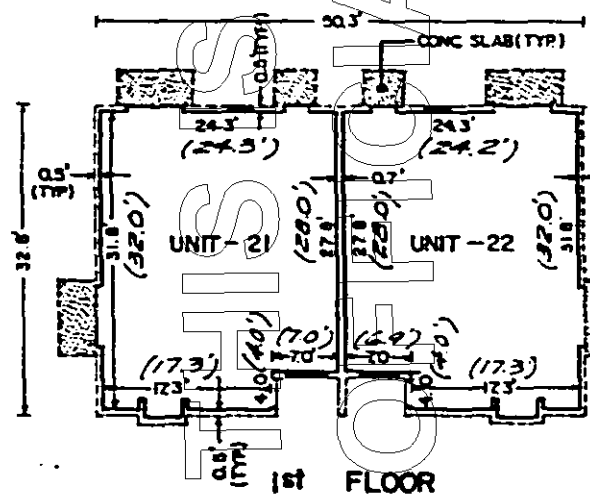


PROPOSED

UPPER LIMITS OF APARTMENT 36.08' HIGHEST POINT
LOWER LIMITS OF APARTMENT 21.48'

AS-BUILT

UPPER LIMITS OF APARTMENT 35.81' HIGHEST POINT
LOWER LIMITS OF APARTMENT 21.55'



PROPOSED

UPPER LIMITS OF APARTMENT 20.23'
LOWER LIMITS OF APARTMENT 12.23'

AS-BUILT

UPPER LIMITS OF APARTMENT 20.18'
LOWER LIMITS OF APARTMENT 12.36'

NOTE:
L SOLID LINES DENOTES APARTMENT BOUNDARY.



AS-BUILT DIM
(AS-BUILT) - DENOTES

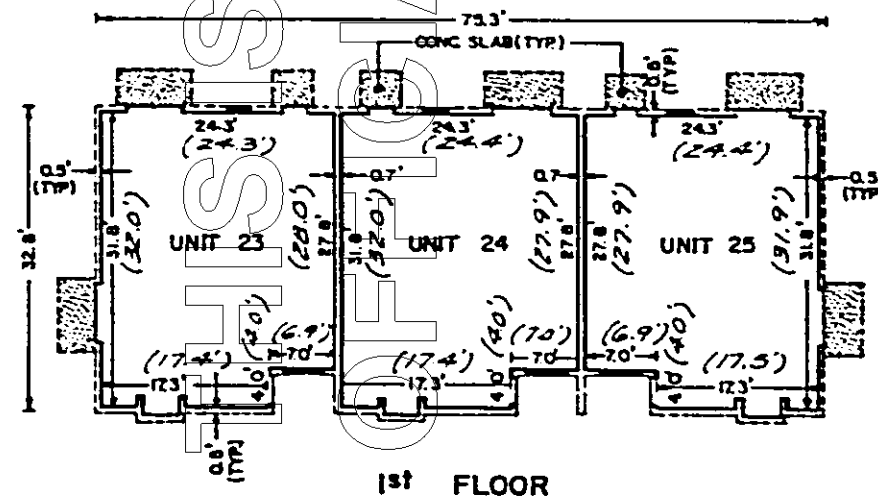
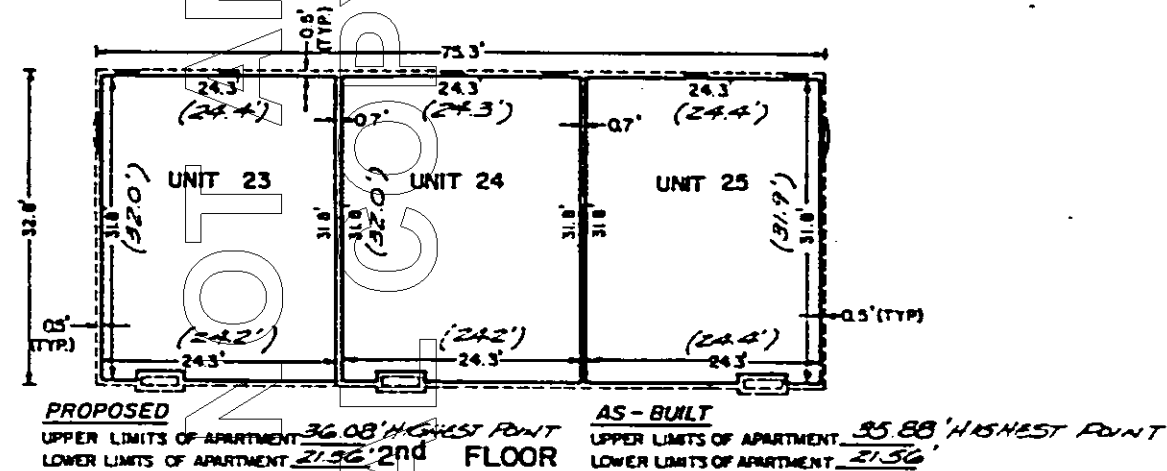
FINAL SURVEY 10/21/82

PREPARED BY:
CRAG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
CORAL SPRINGS, FLA.

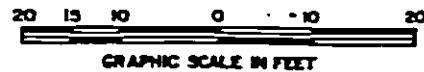
SCHEDULE "B"
SHEET 2 OF 5 SHEETS

PROJECT No. 82-0048

SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION
SCHEDULE "B"
TO THE DECLARATION OF CONDOMINIUM OF
THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM
Phase I



NOTE:
1. SOLID LINES DENOTES APARTMENT BOUNDARY.



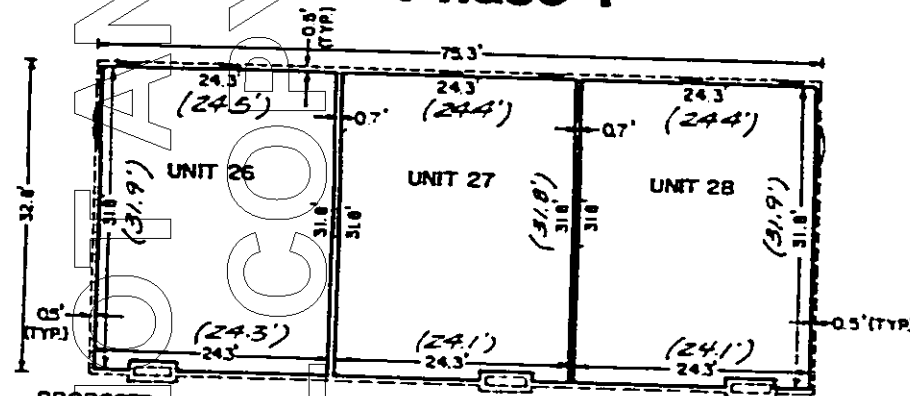
AS-BUILT DIMENSIONS SHOWN THUSLY ()

FINAL SURVEY 10/20/82 SHEET 3 OF 3 SHEETS

PREPARED BY:
CRAG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
CORAL SPRINGS, FLA.

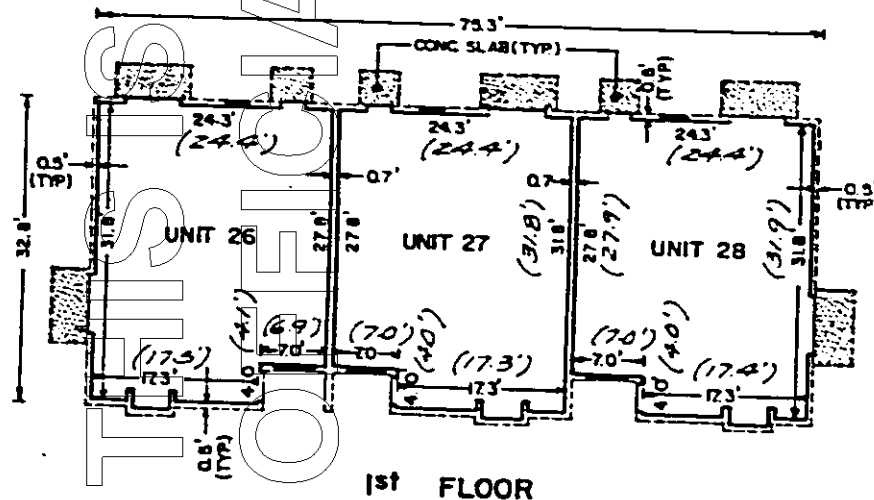
SCHEDULE "B"

SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION
SCHEDULE "B"
TO THE DECLARATION OF CONDOMINIUM OF
THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM
Phase I



PROPOSED
UPPER LIMITS OF APARTMENT 36.17' HIGHEST POINT
LOWER LIMITS OF APARTMENT 21.57' 2nd FLOOR

AS-BUILT
UPPER LIMITS OF APARTMENT 35.99' HIGHEST POINT
LOWER LIMITS OF APARTMENT 21.71



PROPOSED
UPPER LIMITS OF APARTMENT 20.32'
LOWER LIMITS OF APARTMENT 12.52'

AS-BUILT
UPPER LIMITS OF APARTMENT 20.53'
LOWER LIMITS OF APARTMENT 12.64'

AS-BUILT DIMENSIONS SHOWN THUSLY ()

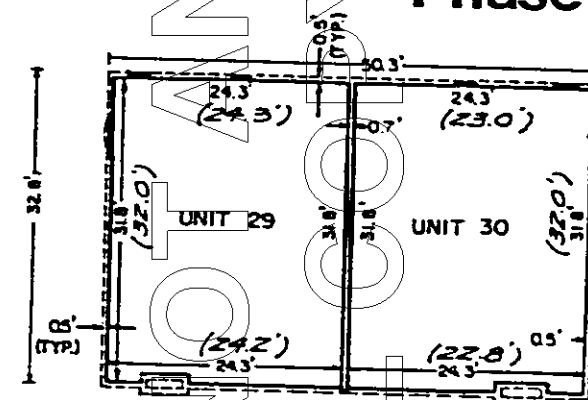
NOTE:
1. SOLID LINES DENOTES APARTMENT BOUNDARY.



PREPARED BY:
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
CORAL SPRINGS, FLA.

SCHEDULE "B"
FINAL SURVEY 10/21/02 SHEET 4 OF 5 SHEETS

SURVEY, PLOT PLAN & GRAPHIC DESCRIPTION
SCHEDULE "B"
TO THE DECLARATION OF CONDOMINIUM OF
THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM
Phase I

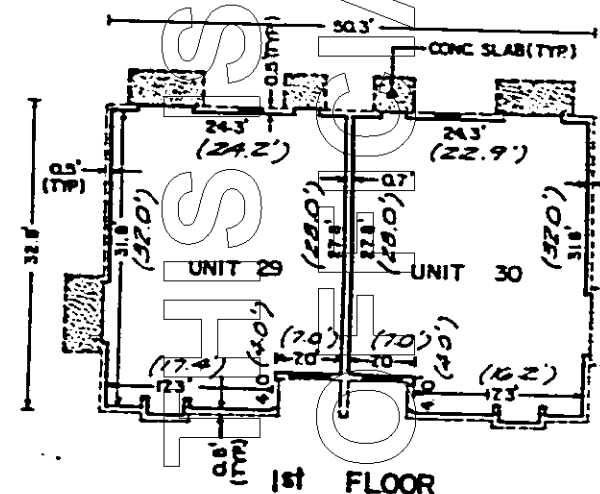


PROPOSED

UPPER LIMITS OF APARTMENT 36.17' HIGHEST POINT
LOWER LIMITS OF APARTMENT 21.57'

AS-BUILT

UPPER LIMITS OF APARTMENT 35.99' HIGHEST POINT
LOWER LIMITS OF APARTMENT 21.71'



PROPOSED

UPPER LIMITS OF APARTMENT 20.52'
LOWER LIMITS OF APARTMENT 12.52'

AS-BUILT

UPPER LIMITS OF APARTMENT 20.41'
LOWER LIMITS OF APARTMENT 12.54'

NOTE:

1. SOLID LINES DENOTES APARTMENT BOUNDARY.



(AS-BUILT) DIMENSIONS SHOWN THUSLY ()

FINAL SURVEY 10/21/82

PREPARED BY:
CRAIG A. SMITH & ASSOCIATES
CONSULTING ENGINEERS & SURVEYORS
CORAL SPRINGS, FLA.

SCHEDULE "B"
SHEET 2 OF 4 SHEETS

PROJECT No. 82-0048

45B

SCHEDULE C

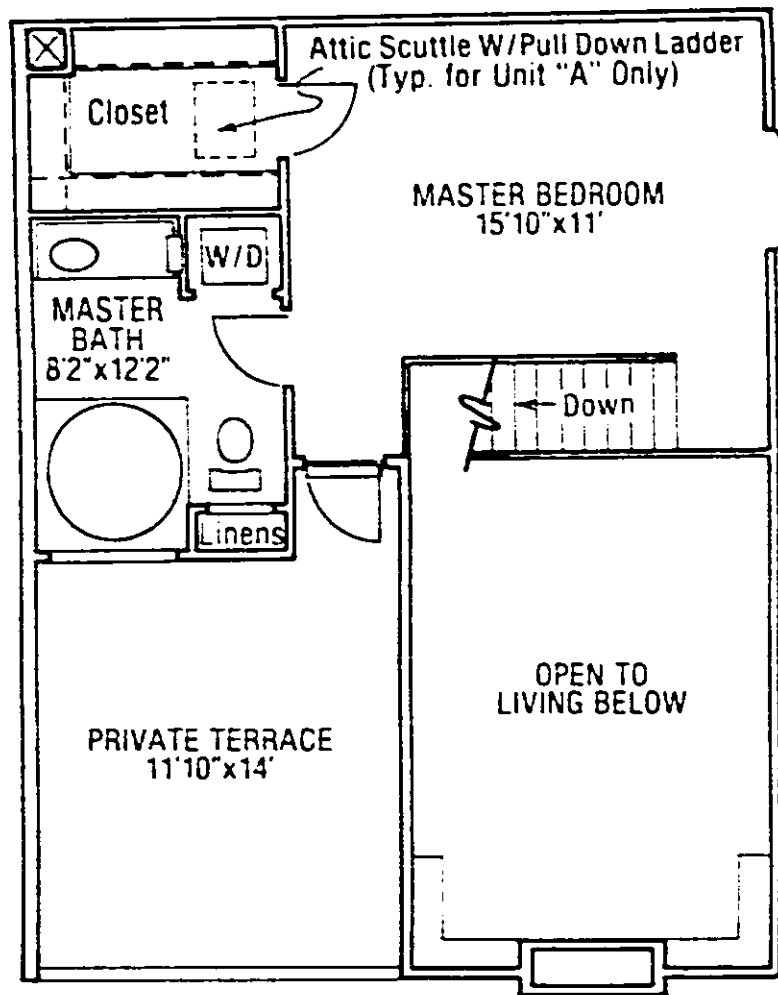
FLOOR PLANS

FOR

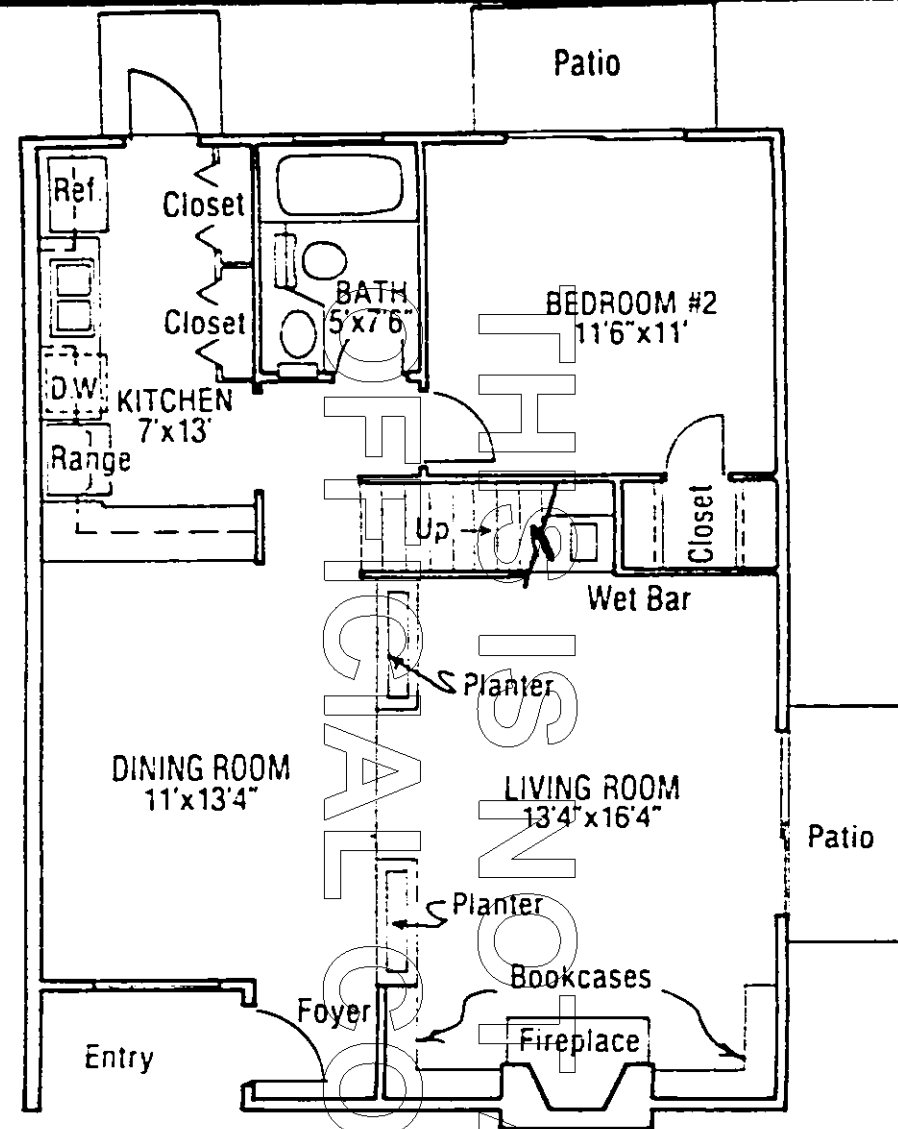
THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM

THIS IS NOT AN
OFFICIAL COPY

OFF 10471 pg 199
REC



SECOND STORY FLOOR PLAN

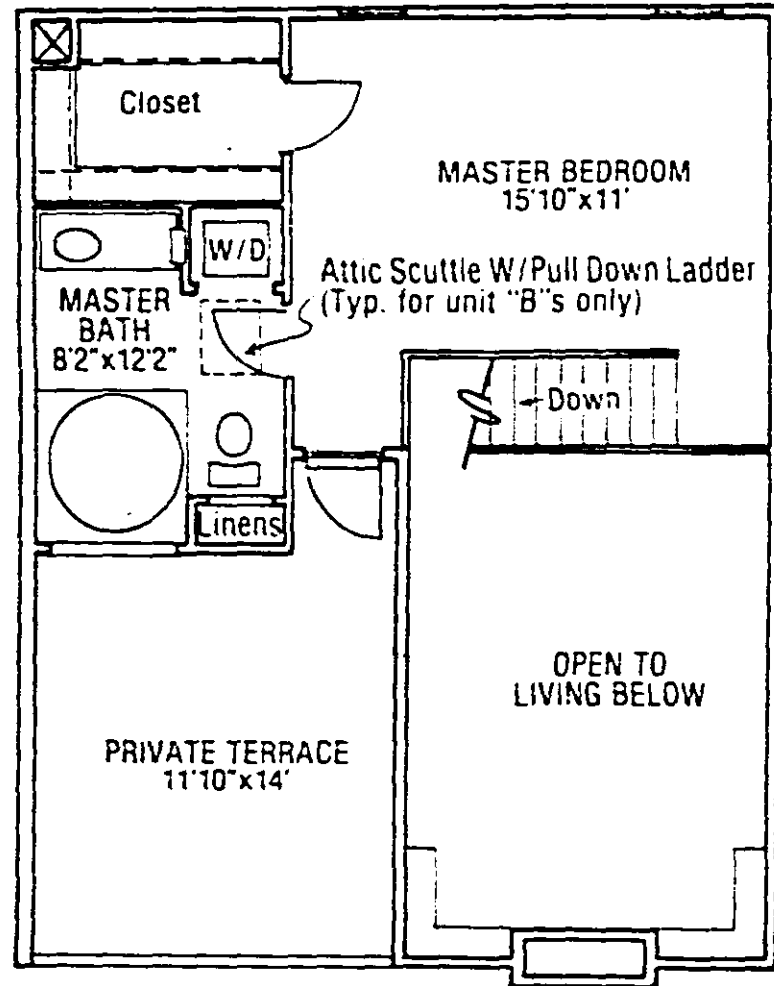


FIRST STORY FLOOR PLAN

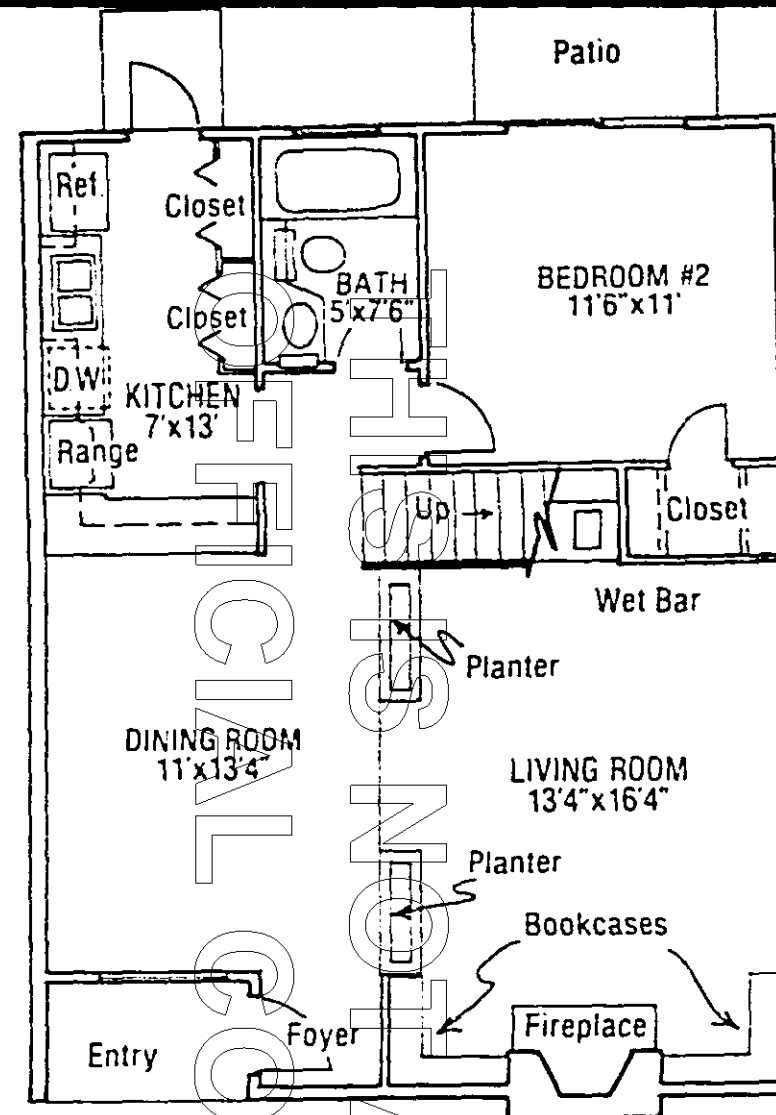
UNIT "A" FLOOR PLAN
(First & Second Story)
Air Conditioned Area
Wood Decked Terrace

1213'
165'

002 9017401 REC
OFF 10471 Pg 200



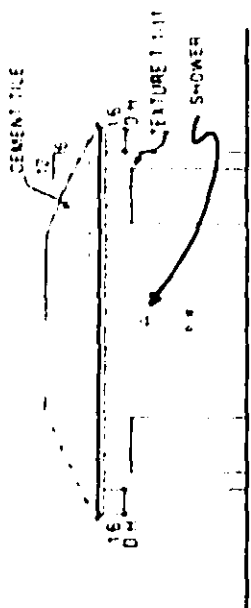
SECOND STORY FLOOR PLAN



FIRST STORY FLOOR PLAN

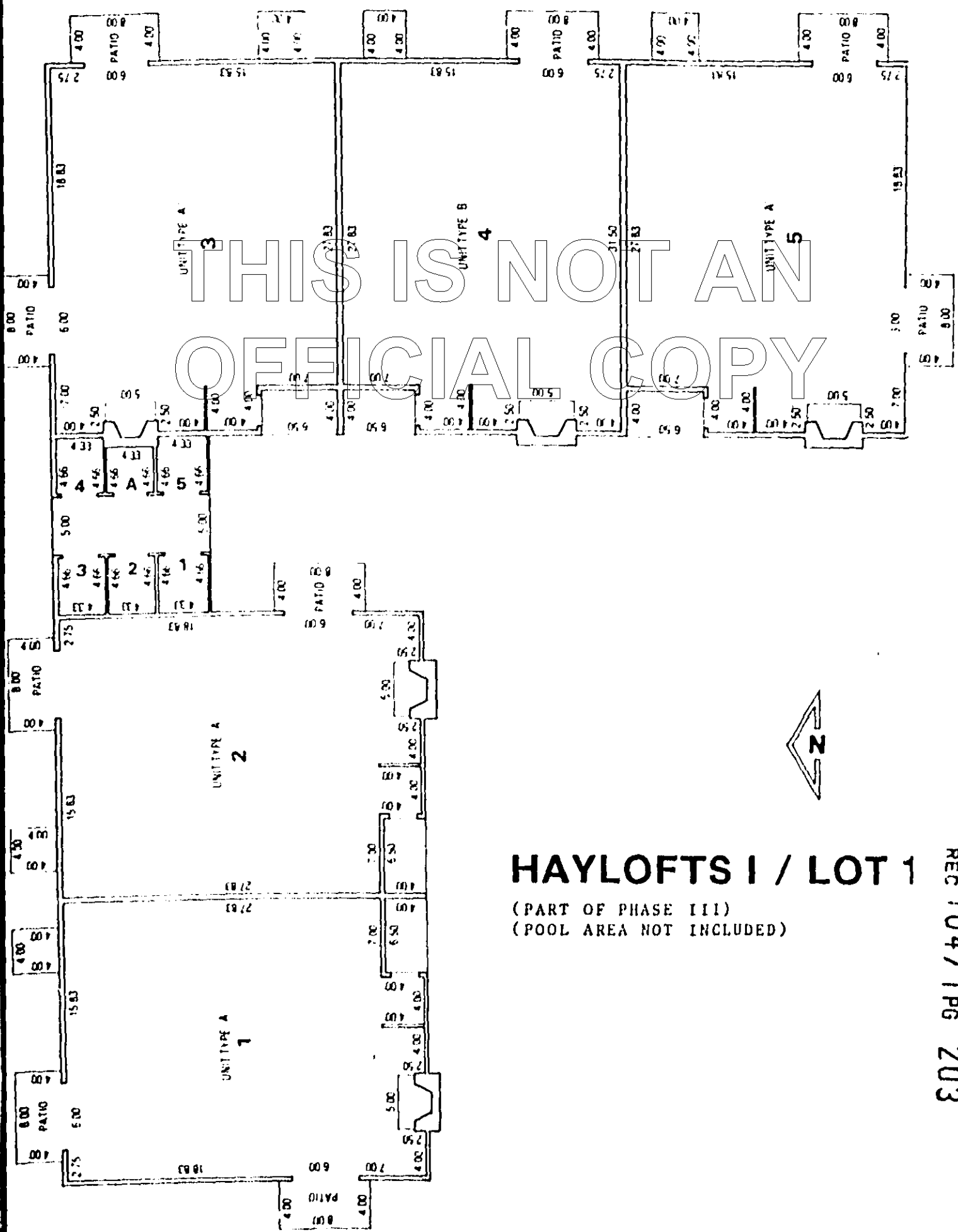
UNIT "B" FLOOR PLAN
(First & Second Story)
Air Conditioned Area
Wood Decked Terrace

1213'
165'



POOL HOUSE -- EAST ELEVATION

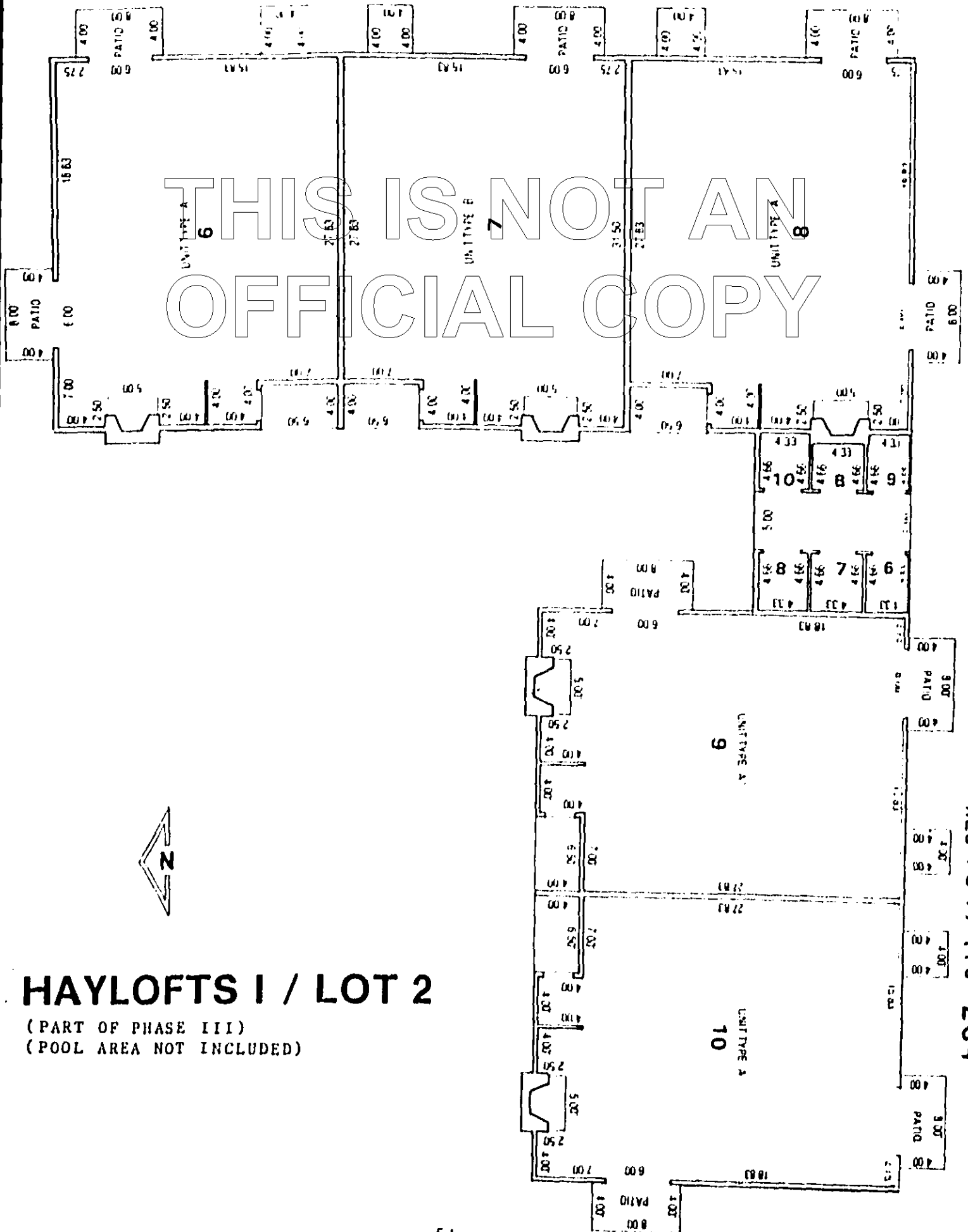
THIS IS NOT AN
OFFICIAL COPY



HAYLOFTS I / LOT 1 (PART OF PHASE III) (POOL AREA NOT INCLUDED)

OFF 10471 Pg 203

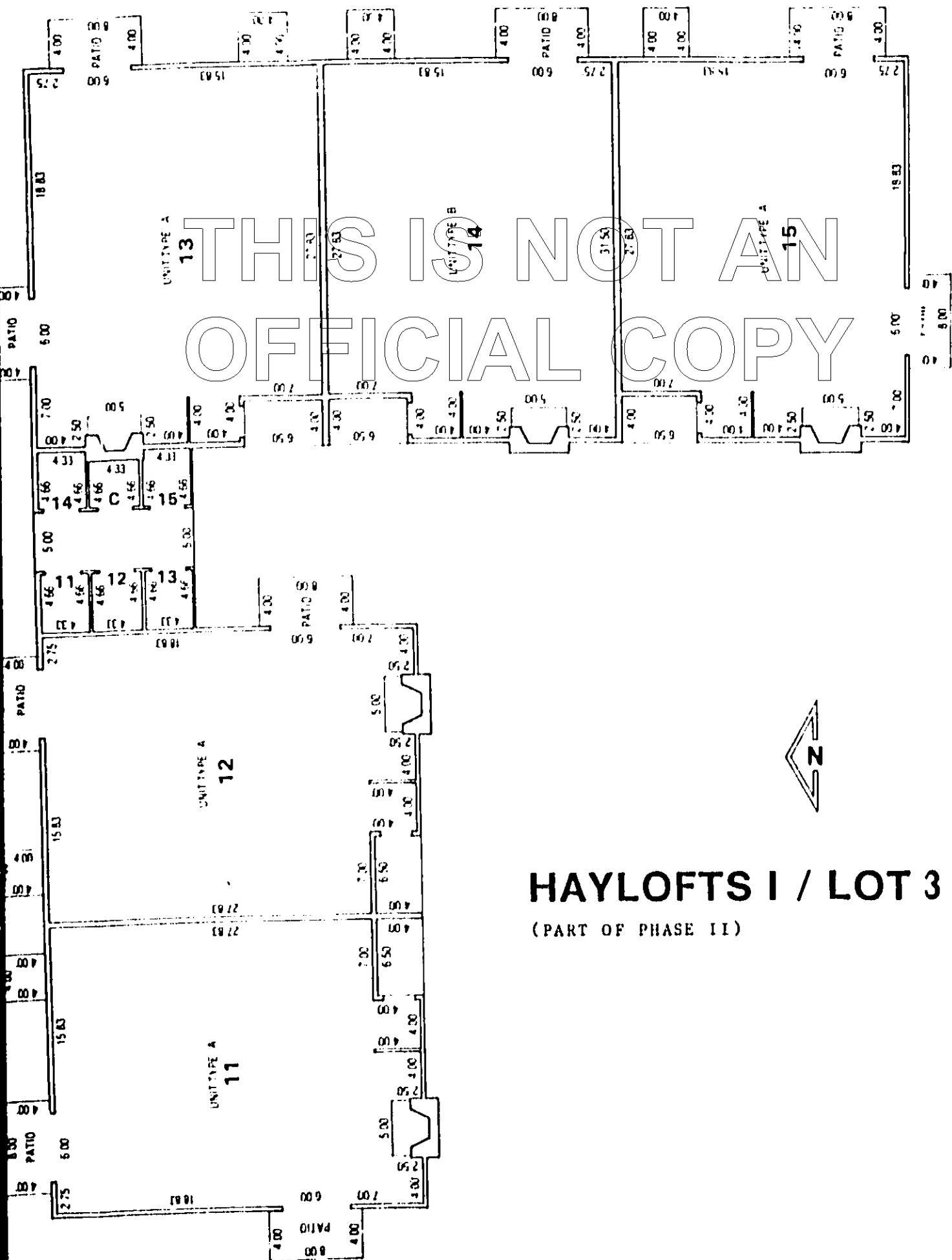
THIS IS NOT AN
OFFICIAL COPY



HAYLOFTS I / LOT 2

(PART OF PHASE III)
(POOL AREA NOT INCLUDED)

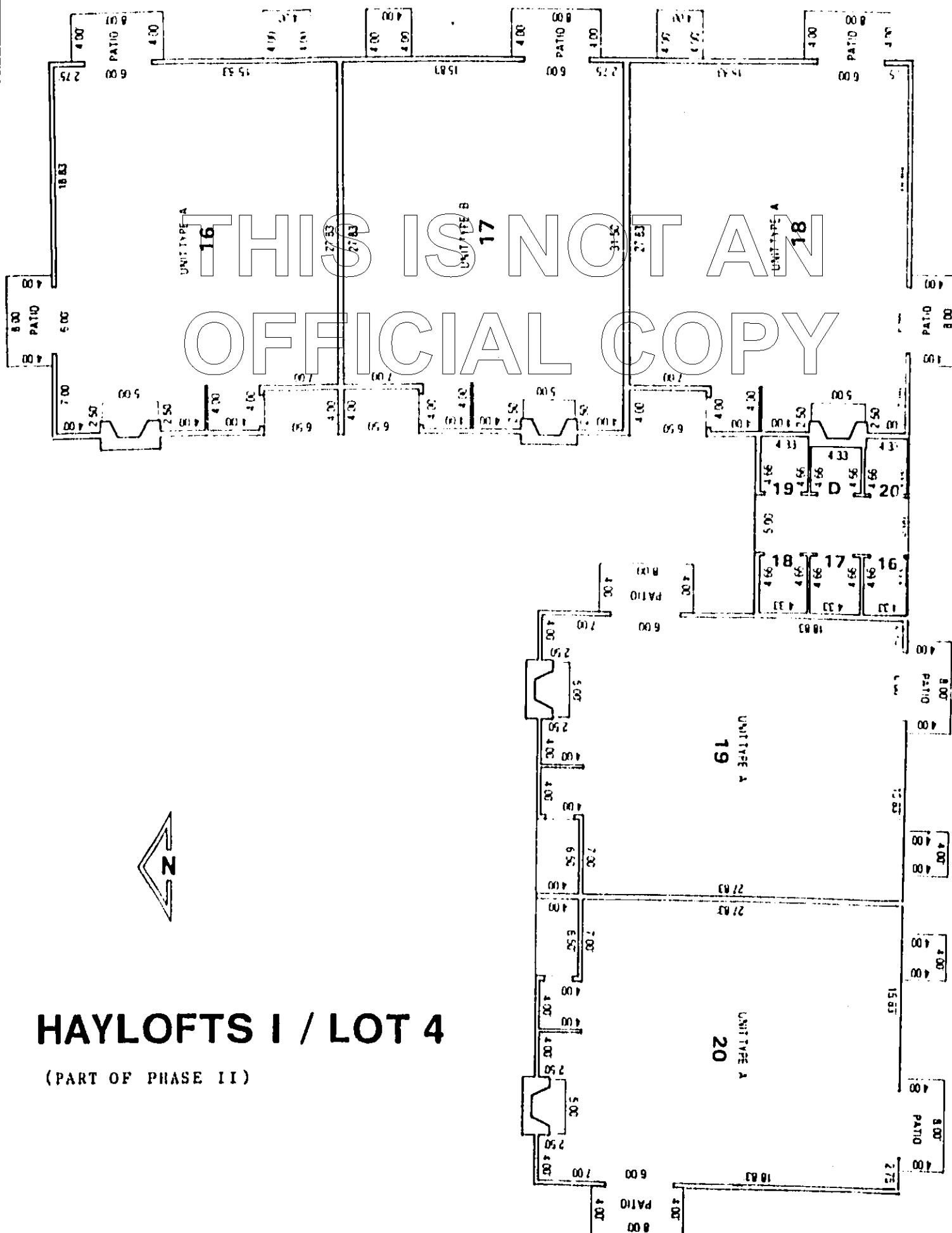
THIS IS NOT AN
OFFICIAL COPY



HAYLOFTS I / LOT 3
(PART OF PHASE II)

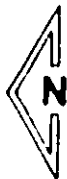
OFF 10471 pg 205

UNIT TYPE A 16 THIS IS NOT AN UNIT TYPE A 17 UNIT TYPE A 18
OFFICIAL COPY



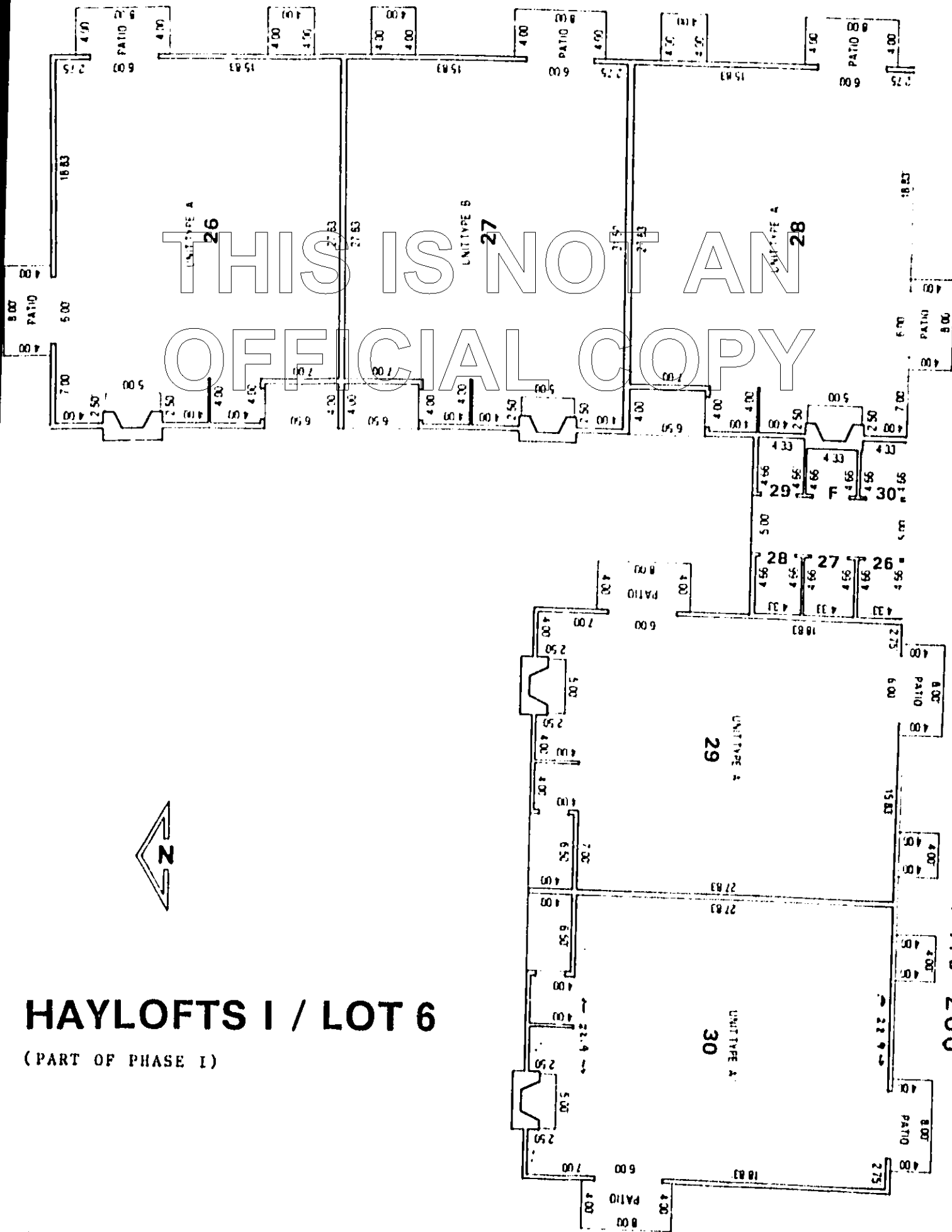
REC 104/1 PG 205

THIS IS NOT AN
OFFICIAL COPY



HAYLOFTS I / LOT 6

(PART OF PHASE I)



SCHEDULE A
LEGAL DESCRIPTION
FOR

PHASE I OF
THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM

That tract or parcel of land located in the City of Coral Springs, County of Broward, State of Florida, described as:

Lots 5 and 6 of Block H of Deer Run Springs Subdivision according to the Plat thereof as recorded in Plat Book 70, Page 24 of the Public Records of Broward County, Florida.

SCHEDULE D

UNIT DESIGNATION AND PERCENTAGE OWNERSHIP

PHASE I ONLY

Unit Number*	Unit Type	Bedrooms/ Baths	Approximate Square Footage**	Percentage of Ownership of Common Elements and Common Surplus and Share of Common Expenses - Expressed as a Fraction
21	A	2/2	1213	1/10th
22	A	2/2	1213	1/10th
23	A	2/2	1213	1/10th
24	B	2/2	1213	1/10th
25	A	2/2	1213	1/10th
26	A	2/2	1213	1/10th
27	B	2/2	1213	1/10th
28	A	2/2	1213	1/10th
29	A	2/2	1213	1/10th
30	A	2/2	1213	1/10th

*Mailing addresses are expressed as "Unit No. _____, 4091 Coral Springs Drive, Coral Springs, Florida 33065.

**Excluding Terrace Area. Dimensions to center of wall. The additional Terrace Space is 165 square feet.

QEE 10471PG 210

SCHEDULE D-1

UNIT DESIGNATION AND PERCENTAGE OWNERSHIP

PHASES I AND II ONLY

Unit Number*	Unit Type	Bedrooms/ Baths	Approximate Square Footage**	Percentage of Ownership of Common Elements and Common Surplus and Share of Common Expenses - Expressed as a Fraction
11	A	2/2	1213	1/20th
12	A	2/2	1213	1/20th
13	A	2/2	1213	1/20th
14	B	2/2	1213	1/20th
15	A	2/2	1213	1/20th
16	A	2/2	1213	1/20th
17	B	2/2	1213	1/20th
18	A	2/2	1213	1/20th
19	A	2/2	1213	1/20th
20	A	2/2	1213	1/20th
21	A	2/2	1213	1/20th
22	A	2/2	1213	1/20th
23	A	2/2	1213	1/20th
24	B	2/2	1213	1/20th
25	A	2/2	1213	1/20th
26	A	2/2	1213	1/20th
27	B	2/2	1213	1/20th
28	A	2/2	1213	1/20th
29	A	2/2	1213	1/20th
30	A	2/2	1213	1/20th

*Mailing addresses are expressed as "Unit No. ____, 4091 Coral Springs Drive, Coral Springs, Florida 33065.

**Excluding Terrace Area. Dimensions to center of wall. The additional Terrace Space is 165 square feet.

SCHEDULE D-2

UNIT DESIGNATION AND PERCENTAGE OWNERSHIP

ALL THREE PHASES

Unit Number*	Unit Type	Bedrooms/ Baths	Approximate Square Footage**	Percentage of Ownership of Common Elements and Common Surplus and Share of Common Expenses - Expressed as a Fraction
1	A	2/2	1213	1/30th
2	A	2/2	1213	1/30th
3	A	2/2	1213	1/30th
4	B	2/2	1213	1/30th
5	A	2/2	1213	1/30th
6	A	2/2	1213	1/30th
7	B	2/2	1213	1/30th
8	A	2/2	1213	1/30th
9	A	2/2	1213	1/30th
10	A	2/2	1213	1/30th
11	A	2/2	1213	1/30th
12	A	2/2	1213	1/30th
13	A	2/2	1213	1/30th
14	B	2/2	1213	1/30th
15	A	2/2	1213	1/30th
16	A	2/2	1213	1/30th
17	B	2/2	1213	1/30th
18	A	2/2	1213	1/30th
19	A	2/2	1213	1/30th
20	A	2/2	1213	1/30th
21	A	2/2	1213	1/30th
22	A	2/2	1213	1/30th
23	A	2/2	1213	1/30th
24	B	2/2	1213	1/30th
25	A	2/2	1213	1/30th
26	A	2/2	1213	1/30th
27	B	2/2	1213	1/30th
28	A	2/2	1213	1/30th
29	A	2/2	1213	1/30th
30	A	2/2	1213	1/30th

*Mailing addresses are expressed as "Unit No. ____, 4091 Coral Springs Drive, Coral Springs, Florida 33065.

**Excluding Terrace Area. Dimensions to center of wall. The additional Terrace Space is 165 square feet.

DEF 10471Pg 212

ARTICLES OF INCORPORATION

OF

THE HAYLOFTS OF CORAL SPRINGS I
CONDOMINIUM ASSOCIATION, INC.

A Nonprofit Florida Corporation

FILED

OCT 15 11 27 AM '82

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, as follows:

ARTICLE I.

Name

The name of the corporation shall be THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM ASSOCIATION, INC. (the "Association").

ARTICLE II.

Purpose

The purpose of the Association is to operate and manage THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM (the "Condominium"), a Condominium to be located upon real property situated in Broward County, Florida, pursuant to the Condominium Act, Florida Statutes, Chapter 718, and the Declaration of Condominium for the Condominium ("Declaration").

In the operation of the Condominium, the Association shall act as the agent of the Unit Owners. A copy of these Articles shall be attached as Schedule F to the Declaration at the time of recording thereof in the Public Records of Broward County, Florida. The definitions set forth in the Declaration shall apply to the terms and provisions of these Articles of Incorporation.

ARTICLE III.

Powers

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

A. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

B. The Association shall have all the powers, rights and duties set forth in the Condominium Act, and shall have such other powers, rights, duties or limitations as are set forth in these Articles, the By-laws and the Declaration, so long as the same are not in conflict with the Condominium Act, and all of the powers and duties reasonably necessary to manage, maintain, operate, and administer the Condominium pursuant to the Declaration of Condominium as it may be amended from time to time, including, but not limited to, the following:

1. To levy and collect Assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium.

2. To use the proceeds of Assessments in the exercise of its power and duties.

3. To maintain, repair, replace, manage and operate the Condominium Property, including the right of access to each residential unit in the Condominium ("Unit") during reasonable hours as may be necessary for maintenance, repair or replacement of any Common Elements therein or accessible therefrom, and the right of access to each Unit at any time as may be necessary to make emergency repairs therein in order to prevent damage to the Common Elements or to another Unit or Units.

4. To purchase insurance upon the Condominium Property and insurance for the protection of the Association and its members as Unit Owners.

5. To reconstruct after casualty and to further improve the Condominium Property.

6. To make and amend reasonable rules and regulations respecting the use of the Condominium Property.

7. To approve or disapprove the lease of Units as provided by the Declaration of Condominium and the By-laws of the Association.

8. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-laws of the Association and the Rules and Regulations for use of the Condominium Property.

9. To contract for the management of the Condominium and to delegate to such manager all powers and duties of the Association, except where the Declaration or law specifically prohibits the delegation of those powers

or duties; and to contract for the maintenance and dredging of the lakes and waterways on or adjacent to the Condominium Property.

10. To employ personnel to perform the services required to maintain proper operation of the Condominium.

11. To sue or be sued with respect to the exercise or non-exercise of its powers.

12. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration or the Condominium Act.

13. To grant easements for access to the Condominium Property to those providing service to the common elements or to the Units, and to grant utility and other public easements to utility companies, governmental agencies and other public companies which serve the Condominium Property.

C. The Association shall have the power to purchase a Unit, and such other property as may be approved by two-thirds (2/3) of the members of the Association and to hold, lease, mortgage and convey the same.

D. All funds and the titles to all properties acquired by the Association and their proceeds shall be held in trust for the benefit and use of the members as a group in accordance with the provisions of the Declaration, these Articles of Incorporation and the By-laws.

ARTICLE IV.

Members

A. The members of the Association shall consist of the Developer, so long as it owns units in the condominium and of all of the record owners of Units in the Condominium. If the Condominium is terminated, the Association shall consist of those persons (including, if appropriate, the Developer) who are members at the time of such termination and their heirs, legal representatives, successors and assigns.

OFF 10471 pg 2 i 5

B. Change of membership in the Association shall be established by the recording in the Public Records of Broward County, Florida, a deed or other instrument establishing the record title to a Unit. The Unit Owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

C. The share of a member in the funds and assets of the Association cannot be sold, assigned, hypothecated or transferred in any manner, except as an appurtenance to his/her Unit.

D. In all elections of the Association a member shall be entitled to one (1) vote for each Unit he/she owns. The manner of exercising voting rights shall be determined by the By-laws of the Association.

ARTICLE V.

Term

The existence of the Corporation shall be perpetual unless the Condominium is terminated pursuant to the provisions of its Declaration, and in the event of such termination, the Corporation shall be dissolved in accordance with the law.

ARTICLE VI

Directors

A. The affairs and property of the Association shall be administered by a Board of Directors who shall have the powers and duties contained herein and set forth in Chapters 607, 617 and 718 of Florida Statutes. The Board of Directors shall be the same body as is called the board of administration in Chapter 718. The Board shall consist of not less than three (3) nor more than nine (9) persons. While the Association is controlled by the Developer, the directors need not be members of the Association.

B. The directors of the Association shall be elected at the annual meeting of the members in the manner specified in the By-laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-laws.

C. 1. Until such time as the Developer shall have sold and conveyed 15% of the total Units in the Condominium the Board of Directors of the Association shall

consist of the present Board of Directors consisting of three persons named in Article VI, Section D of these Articles of Incorporation, subject to the Developer's right to remove and replace one or more thereof or to increase the size of the Board of Directors to no more than five members.

2. Within sixty (60) days after the Developer shall have conveyed 15% of the total Units in the Condominium to purchasers, the Developer shall remove one such director from office, and such director's successor in office shall be elected by the members (other than the Developer). Thereafter, until the conditions described in paragraph Three (3) below are met, the Developer shall designate at least two (2) directors (up to four if a five member board is selected by the Developer) and the members (other than the Developer) shall elect one director.

3. Members (other than the Developer) shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association upon the earliest occurrence of any of the following:

(a) 120 days after 75% of the Units in the Condominium have been conveyed to Unit purchasers; or

(b) three months after 90% of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or

(c) when some of the Units have been conveyed to purchasers and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to designate not less than one person to the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business any Units in the Condominium.

(d) In any event not later than three years following conveyance of the first Unit in the Condominium.

4. Notwithstanding, the foregoing, the Developer may voluntarily relinquish control of the Association at an earlier date by filing written notice of such act with the Secretary of the Association. At such time as

OFF 10471 pg 217

the Developer shall relinquish control of the Association, the Developer shall call a special meeting of the members of the Association, for the election of a new Board of Directors consisting of at least three (3) Directors (but not less than the number of directors existing immediately prior to the turnover of control of the Board of Directors by the Developer to the members, other than the Developer). Upon such election, formal control of the Association shall be vested in the members, other than the Developer. As the Developer holds for sale in the ordinary course of business any Units in the Condominium, however, the Developer shall be entitled to designate one person to the Board of Directors.

5. Any director appointed by the Developer shall be appointed in writing and may be removed at any time and replaced by another person by the Developer. Written instruments so designating or removing directors shall be executed by or on behalf of the Developer and shall become effective upon delivery to the Secretary of the Association.

D. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Michael Bower
10305 West Sample Road
Coral Springs, Florida 33065

Robert Bowles
10305 West Sample Road
Coral Springs, Florida 33065

John S. Norton, Jr.
200 West Palmetto Park Road
Boca Raton, Florida 33432

ARTICLE VII.

Subscribers

The Subscribers to these Articles of Incorporation are the persons herein named to act and serve on the first Board of Directors of the Association. The names of the Subscribers and their respective addresses, are set forth in Article VI hereof.

ARTICLE VIII.

Officers

The affairs of the Association shall be managed by the officers designated in the By-laws. No member, except as an officer of the Association, shall have any authority to act for the Association. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve initially until their successors are designated by the Board of Directors are as follows:

<u>Office</u>	<u>Name and Address</u>
President	Michael Bower 10305 West Sample Road Coral Springs, Florida 33065
Secretary and Treasurer	Robert Bowles 10305 West Sample Road Coral Springs, Florida 33065
Assistant Secretary	John S. Norton, Jr. 200 West Palmetto Park Road Boca Raton, Florida 33432

ARTICLE IX.

Indemnification

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

OFF 10471 pg 219

foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE X.

By-Laws

The first By-laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-laws.

ARTICLE XI.

Amendment of Articles

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the written notice of any meeting of the members of the Association at which a proposed amendment is to be considered. Such written notice shall be given to each member in the manner and containing the information set forth in the Declaration and shall be posted at the recreation center or other conspicuous place on the Condominium Property at least fourteen (14) days prior to the meeting. The members may however waive notice of a meeting in the manner provided by law or the By-laws.

B. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors acting upon a vote of the majority of the Directors or a majority of the members. Approval of a proposed amendment must be by not less than the owners of two-thirds (2/3) of the Units.

C. No amendment shall make any changes in the qualifications for membership or the voting rights of members without approval in writing signed by all members and by at least fifty-one percent (51%) of the Mortgagees of Units. No amendment shall make any change in the provisions of Section C of Article VI of these Articles of Incorporation without the written approval of the Developer. No amendment shall be made that is in conflict with the Condominium Act, the Declaration of Condominium, or any applicable, local, state, or federal law or regulation.

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

ARTICLE XII.

~~Registered Agent~~

The street address of the initial registered office of this Association is 200 West Palmetto Park Road, Suite 303, Boca Raton, Florida 33432 and the name of the initial registered agent of this Association at that address is John S. Norton, Jr., Esquire.

IN WITNESS WHEREOF, the subscribers have hereunder affixed their signatures this 13 day of October, 1982.

Michael Bower
Michael Bower

Robert Bowles
Robert Bowles

John S. Norton, Jr.
John S. Norton, Jr.

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 13 day of October, 1982, by Michael Bower and Robert Bowles.

John Bowles
Notary Public

✓(SEAL)

My Commission Expires: ✓

Notary Public, State of Florida
My Commission Expires Aug. 18, 1985

OFF 10471Pg 221

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

13th The foregoing instrument was acknowledged before me this
day of October, 1982, by John S. Norton, Jr.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 1 1985
BONDED THRU GENERAL INS. UNDERWRITERS

Kathleen D. Pender
Notary Public

(SEAL)

OFF 10471 Pg 222
REC

OATH OF ACCEPTANCE

ED
Oct 15 11 27 AM '82

CLERK OF COURT
TALLAHASSEE, FLA.

Having been named to accept service of process of the above-named Corporation at the place described in the Articles of Incorporation, John S. Norton, Jr., hereby accepts to act in this capacity and agrees to comply with the provisions of Chapters 48, 607 and 617, Florida Statutes, relative to keeping said office open.

OFFICIAL COPY

Registered Agent

John S. Norton, Jr.
John S. Norton, Jr.

OFF 10471 PG 223

State of Florida

THIS IS NOT AN
OFFICIAL COPY

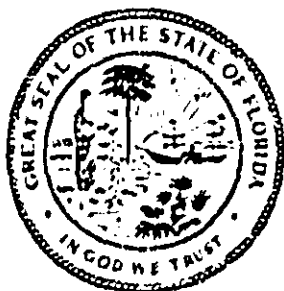
*I certify that the attached is a true and correct copy of the Articles
of Incorporation of*

THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,
filed on October 15, 1982.*

The charter number for this corporation is 765420.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
15th day of October, 1982.



CER 101

George Firestone
Secretary of State

OFF 10471pg 224
REC

EXHIBIT 3

SCHEDULE F

BY-LAWS

FOR

THIS IS NOT AN
THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM
OFFICIAL COPY

OFF 10471 PG 225
REC

BYLAWS

for

THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM ASSOCIATION, INC.

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

1.0 Identity. These are the By-laws of THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit, organized under the laws of the State of Florida. The Articles of Incorporation of the Association were filed by the Department of State of Florida on the day of , 1981. The purpose of the Association is to administer and manage a condominium pursuant to Chapter 718, Florida Statutes (the "Condominium Act") known as THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM (the "Condominium"). The Condominium is located in Broward County, Florida, as described in the Declaration of Condominium. The definitions set forth in the Declaration shall apply to the terms and provisions of these By-laws.

1.1 The office of the Association shall be at 4091 Coral Springs Drive, Coral Springs, Florida 33065.

1.2 The fiscal year of the Association shall be the year ending December 31.

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation not for profit" and the year of incorporation.

1.4 The terms "Board" or "Board of Directors" have the same meaning and are also synonymous with the term "Board of Administration" used in the Condominium Act.

2.0 Members; Meetings and Voting.

2.1 Roster of members. The Association shall maintain a roster of the names and mailing addresses of the owners of Units, which shall constitute a roster of Members. Wherever used in these By-laws, the Articles of Incorporation, or the Declaration, the terms "Unit Owner" and "Member" are synonymous. Each co-owner of a Unit is a Member of the Association, but in voting and the establishing of a quorum not more than one person per unit shall be counted. The roster shall be maintained from (a) evidence of ownership of a Condominium Unit furnished to the Association from time to time from Members and prospective Members to establish membership; and (b) changes of mailing addresses furnished from time to time.

2.2 Annual meeting. The annual Members' meeting shall be held in March of each year on such date and at such time and place in Broward County, Florida, as the President or a majority of the Board of Directors shall determine; provided, however, that such day shall not be a legal holiday. The purpose of the meeting shall be to elect directors and to transact any other authorized business; provided that, if the date for the first annual meeting of Members subsequent to relinquishment of control by the Developer of the Condominium is less than six (6) months after the first election of directors by the Members of the Association, this annual meeting shall not be held, and the directors first elected by the membership of the Association shall serve until the date for the next following annual meeting.

2.3 Special Members' meetings shall be held at such places as an annual meeting would be held. Special meetings may be called by the President or by a majority of the Board of Directors, and must be called by those officers upon receipt of a written request from ten percent (10%) of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

2.4 Notice of all Members' meetings stating the date, time and place and, where otherwise required, the objects for which the meeting is called, shall be given by, or at the direction of, the Secretary or, in the absence of the Secretary, the officer calling the meeting. A copy of the notice shall be posted at a conspicuous place on the Condominium Property, such as the recreation center, and a copy shall be delivered in person or mailed to each Member, except, Members who waive the notice in writing. Such delivery shall be to the address of the Member as it appears on the roster of Members. In the case where more than one person owns a Unit, notice shall be sufficient if sent to any one such owner, unless a co-owner requests in writing that separate notices be sent to each such owner. The meeting notice shall be posted at least fourteen (14) days prior to the meeting and the meeting notice shall be delivered or mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. If required by law, the Association shall obtain a receipt or certificate from the United States Postal Service as evidence of mailing. As an alternate method of mailing, notices may be sent by certified mail. Proof of posting and delivery or mailing of the notice shall be further given by the affidavit of the person serving the notice. A copy of the notice of meeting, together with the proof of mailing and affidavit shall be kept in the minute book of the Association. Notice of a meeting may be waived before, during or after the meeting,

OFF
REC 10471pg 227

if the waiver is in writing. Attendance at the meeting or submission of a proxy without objection to any defect in notice will constitute a waiver of notice.

Notwithstanding the foregoing, notice of any meeting at which a director is to be elected by the Members to replace a director who was appointed by the Developer, shall be given not less than thirty (30) nor more than forty (40) days prior to the date of the meeting at which such election is to take place.

2.5 A quorum at Members' meetings shall consist of persons entitled to cast one-third (1/3) of the votes of the entire membership. A Member may be present in person or by proxy. If a quorum is not present, then the meeting shall be adjourned. At such adjourned meeting, or subsequent adjourned meetings, the presence (in person or by proxy) of twenty-five percent (25%) of the Members shall constitute a quorum. The acts approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration of Condominium, the Articles of Incorporation, these By-laws, or state law.

2.6 Voting.

a. In any meeting of Members, the sole owner of any Unit shall be entitled to cast one (1) vote for each such Unit.

b. If a Unit is owned by more than one person, any such person shall have the right to vote on behalf of the Unit, so long as no other owner casts a vote for that Unit. If two or more co-owners of a Unit vote in the same vote or election, then their votes will all be disqualified. To avoid disqualification, co-owners of a Unit should agree who will vote and may file a certificate, signed by each co-owner, designating the voter for the Unit with the Secretary of the Association. Such voter shall be known as the "Designated Representative."

c. If a Unit is owned by a corporation, firm, trust or estate, such entity shall name a "Designated Representative in a certificate signed by the president, a general partner, all trustees or all personal representatives of the corporation, firm, trust or estate, respectively, and filed with the Secretary of the Association.

OFF
REC 10471pg 228

d. Certificates shall be valid until revoked by any person signing them or any person holding the same office as the person originally signing or until superseded by a subsequent certificate or until the Unit is conveyed. If a certificate designating a Designated Representative is not on file, for any of the entities listed in paragraph c. of this Section 2.6, the vote of the owners shall not be considered in determining whether a quorum is present nor counted in any election or other vote.

2.7 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the period then allowed by law. (Upon adoption of these By-laws, such period was limited to the specific meeting for which the proxy is given, and any adjournments thereof that take place within ninety (90) days.) A proxy must be in writing and filed with the Secretary at the time of or before the meeting, or before the time to which the meeting is adjourned.

2.8 Adjourned meetings. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Lower quorum requirements apply to such adjourned meetings, as set forth above in Section 2.5. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. Only Members as of the original meeting date will be allowed to vote in any adjourned meetings.

2.9 The order of business and the conduct of business at annual Members' meetings and as far as practical at other Members' meetings, shall be conducted according to Roberts Rules of Order. The Order of Business shall be as follows, except that items that do not apply for a given meeting shall be deleted:

- (a) Call to order by President
- (b) Election of chairman of the meeting
- (c) Calling of the roll and certifying of proxies
- (d) Proof of notice of meeting or waiver of notice
- (e) Reading and disposal of any unapproved minutes
- (f) Reports of officers
- (g) Reports of committees

OFF 10471 PG 229

- (h) Election of inspectors of election
- (i) Determination of number of directors
- (j) Election of directors
- (k) Unfinished business
- (l) New business
- (m) Adjournment

2.10 Developer Approval of Meetings. Until a majority of the directors of the Association are elected by the Members other than the Developer, however, the proceedings of all meetings of Members of the Association, except for the election or removal of directors which the Members are entitled to elect and for the approval of an annual budget, shall have no effect unless approved by the Board of Directors.

2.11 Minutes of all meetings shall be kept in a book available for inspection by Members or their authorized representatives and board members at any reasonable time. These minutes shall be retained for a period of not less than seven (7) years.

2.12 Inspection. Each Unit Owner, his or her authorized representative and Eligible Mortgagee shall have the right to inspect and to make copies of all records, minutes, books, insurance policies and other papers of the Association during reasonable business hours.

3.0 Directors.

3.1 Membership. The affairs of the Association shall be managed by a board of not less than three (3) nor more than nine (9) directors. The exact number shall be determined by the Board of Directors at least forty-five (45) days prior to the date of the meeting at which any different number of directors will be elected, subject to the provisions of these By-laws.

3.2 Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the annual Members' meeting, except that the Developer shall have the right to appoint and remove its directors at any time.

b. A nominating committee may be appointed by the Board of Directors not less than thirty (30) days prior to the annual Members' meeting. The nominating committee shall be composed of Members who are not directors. The nominating committee shall nominate two persons for each directorship that is anticipated to be open at such meeting. In addition, thereto, any Member may nominate himself or another Member from the floor at the annual Member's meeting as a candidate for director.

c. The election shall be by ballot (unless dispensed by unanimous consent of the Members) and by a plurality of the votes cast, each person voting being

- (h) Election of inspectors of election
- (i) Determination of number of directors
- (j) Election of directors
- (k) Unfinished business
- (l) New business
- (m) Adjournment

2.10 Developer Approval of Meetings. Until a majority of the directors of the Association are elected by the Members other than the Developer, however, the proceedings of all meetings of Members of the Association, except for the election or removal of directors which the Members are entitled to elect and for the approval of an annual budget, shall have no effect unless approved by the Board of Directors.

2.11 Minutes of all meetings shall be kept in a book available for inspection by Members or their authorized representatives and board members at any reasonable time. These minutes shall be retained for a period of not less than seven (7) years.

2.12 Inspection. Each Unit Owner, his or her authorized representative and Eligible Mortgagee shall have the right to inspect and to make copies of all records, minutes, books, insurance policies and other papers of the Association during reasonable business hours.

3.0 Directors.

3.1 Membership. The affairs of the Association shall be managed by a board of not less than three (3) nor more than nine (9) directors. The exact number shall be determined by the Board of Directors at least forty-five (45) days prior to the date of the meeting at which any different number of directors will be elected, subject to the provisions of these By-laws.

3.2 Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the annual Members' meeting, except that the Developer shall have the right to appoint and remove its directors at any time.

b. A nominating committee may be appointed by the Board of Directors not less than thirty (30) days prior to the annual Members' meeting. The nominating committee shall be composed of Members who are not directors. The committee shall nominate one person for each directorship that is anticipated to be open at such meeting.

c. The election shall be by ballot (unless dispensed by unanimous consent of the Members) and by a plurality of the votes cast, each person voting being

entitled to cast as many votes as there are vacancies to be filled. There shall be no cumulative voting, so each vote must be cast for a different nominee.

d. Except as to vacancies provided by removal of directors by Members, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining directors except as provided in Article VI (C) of the Articles of Incorporation with regard to the designation of directors by the Developer.

e. Any director elected by the Members may be recalled and removed with or without cause by concurrence of a majority of the votes of the entire membership at a special meeting called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Members of the Association at the same meeting. The special meeting for this purpose may be called by ten percent (10%) of the Members giving notice of the meeting as required in Section 2.4 above, and the notice shall specifically state the purpose of the meeting.

f. Until a majority of the Directors are elected by the Members other than the Developer, however, neither the first directors of the Association nor any directors replacing them nor any directors named by the Developer shall be subject to removal by Members other than the Developer. The first directors and directors replacing them may be removed with or without cause by the Developer.

3.3 The term of service of the directors shall be as follows:

a. During the time that the Developer appoints any member to the Board of Directors, the Board shall consist of three (3) directors who shall each serve for a term of one (1) year and who shall be eligible for reappointment or re-election.

b. At the first annual meeting of the Members of the Association after the Developer no longer has the right to appoint any director, the Members shall elect three (3) directors. The three directors shall serve for the following periods:

Director 1	-	Three (3) years
Director 2	-	Two (2) years
Director 3	-	One (1) year

At the end of their initial terms, each such director position shall thereafter be for a term of three (3) years. Additional director positions may be created from time to time

as provided in these Bylaws at Section 3.1. The terms of such newly-created director positions shall be staggered so that no more than one (1) more position expires in any one year than expires in any other year of the three year cycle.

3.4 The organizational meeting of a newly-elected Board of Directors shall generally be held immediately following the annual Members' meeting but in no event more than ten (10) days after their election. No further notice of the organizational meeting shall be necessary.

3.5 Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. A notice of regular meetings shall be posted conspicuously on the Condominium Property forty-eight (48) hours in advance to the attention of Members of the Association.

3.6 Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Notice of a special meeting shall be posted conspicuously on the Condominium Property forty-eight (48) hours in advance except in an emergency.

3.7 Waiver of notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice.

3.8 A quorum at meetings of the Board of Directors shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation, these By-laws or state law.

3.9 Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10 Joinder in minutes. The joinder in the signing of the minutes by any director shall constitute the joinder and approval of that director of the action taken by the Board at such meeting even though the director was absent from such meeting.

3.11 The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President of the Association shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.12 The order of business at meetings shall be conducted according to Roberts Rules of Order and, where appropriate, as follows:

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

3.13 Directors' fees, shall be limited to reasonable out-of-pocket expenses and shall be subject to the guidelines established by the Board. Reasonable out-of-pocket expenses shall not, however, include travel to any meeting of the Board of Directors that takes place within Broward County.

3.14 All meetings of the Board of Directors shall be open to all Members.

3.15 Minutes of all meetings shall be kept in a book available for inspection by Members or their authorized representatives and the directors at any reasonable time. These minutes shall be retained for a period of not less than seven (7) years.

4.0 Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when that is specifically required.

OFF 10471 pg 234
REC

5.0 Officers.

5.1 The executive officers of the Association shall be a President, who shall be a Director, a Vice President, a Treasurer, a Secretary and Assistant Secretaries, all of whom shall be elected annually by the Board of Directors and who may be removed at any meeting without prior notice by a concurrence of a majority of all of the directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. During the period that the Developer controls the Board of Directors, an executive officer need not be a Unit Owner. An Assistant Secretary need never be a Unit Owner.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an Association, including, but not limited to, the power to appoint committees from among the Members from time to time to assist in the conduct of the affairs of the Association as, in his/her discretion, may be determined appropriate.

5.3 The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He/She also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary shall keep the minutes of all proceedings of the Board of Directors and the members. He/She shall attend to or direct the serving of all notices to the Members and Directors and other notices required by law. He/She shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. He/She shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the Board of Directors or the President.

OFF 10471Pg 235

5.5 The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary, provided that, the Assistant Secretary shall not be required to file any tax returns on behalf of the Association, nor shall the Assistant Secretary be liable for the carrying out, failure to carry out, malfeasance or misfeasance of any other officer of the Association.

5.6 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He/She shall keep books of account for the Association employing, with the approval of the Board, such accounting services as may be required, in accordance with good accounting practices. The books of account, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable intervals. The Treasurer shall perform all other duties incident to the office of Treasurer.

5.7 The compensation of officers shall be limited to out-of-pocket expenses. The compensation of employees of the Association shall be fixed by the Board of Directors. Nothing limiting the compensation of Directors shall preclude the Board of Directors from employing a director as an employee of the Association nor preclude contracting with a director for the management of the Condominium.

6.0 Fiscal management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under classifications as shall be appropriate, all of which expenditures shall be Common Expenses. Such accounts shall be maintained in accordance with these By-laws and with generally accepted accounting principles.

6.2 Budget. The Board of Directors shall adopt a budget of common expenses for each calendar year ("Annual Budget") that shall include the estimated funds required to defray the Common Expenses and to provide and maintain funds for the following:

A. Administration of the Association, including salaries of Association employees

B. Professional and Management fees and expenses.

C. Building maintenance costs

D. Costs for recreational and other commonly used facilities (no rent is due, the Unit Owners own these facilities).

E. Taxes upon association property, if any.

F. Insurance costs.

G. Security costs.

H. Refuse collection and utility service expenses.

I. Operating capital.

J. Reserves - general.

K. Reserves - depreciation/maintenance

- (i) roof replacement
- (ii) building painting
- (iii) pavement resurfacing
- (iv) equipment replacement

L. Other expenses.

6.3 Adopting the Budget.

A. A copy of a proposed Annual Budget and a notice of meeting shall be mailed to each Member at least thirty (30) days prior to the meeting at which the Annual Budget will be considered. The notice of meeting shall state the time when and place of the meeting of the Board of Directors at which the Annual Budget will be considered. Such meeting shall be open to the Members.

B. If a budget is adopted by the Board of Directors which requires Members to pay an Assessment of more than one hundred fifteen percent (115%) of the Assessment for the preceding year, then upon written request of ten percent (10%) of the Members, a special meeting of the Members shall be held. Such special meeting shall take

OFF 10471pg 237

place within thirty (30) days of the date on which the request for same is received by the Board, but the Board must give at least ten (10) days' written notice of such special meeting to the Members.

C. The Members may either adopt the budget proposed by the Board or may adopt a revised budget. Either budget, however, shall only be adopted if a majority of all outstanding votes of the Association are cast in favor of that budget.

D. The Board may in any event propose a budget to the Members at a meeting of Members or by writing, and if such budget or proposed budget is approved by the Members at the meeting, such budget shall not thereafter be reexamined by the Members in the manner hereinabove set forth.

E. Under the terms of this Section, in determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments in prior years, reasonable reserves made by the Board of Directors for repair or replacement of the Condominium property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis and any Assessment for improvements to the Condominium Property shall be excluded from the computation.

F. For so long as the Developer is in control of the Board of Directors, the Board shall not impose an Assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's Assessment without approval of a majority of all Members.

6.4 Assessments.

A. Annual Assessments against the Members for their shares of the items of the budget shall be made by the Board of Directors for the fiscal year by June 5 of the preceding year. Each periodic assessment, whether monthly, quarterly or otherwise, shall be equal to the other periodic assessments for that year. Thus, if assessments are made monthly, the annual assessment shall be divided into twelve (12) equal monthly assessments; if quarterly, then in four (4) equal quarterly assessments.

B. If Assessments are not made annually as required, periodic Assessments shall be presumed to have been made in the amount of the last prior periodic Assessment. Assessments in this amount shall be due on the first day of each new period until changed by an amended Assessment.

C. In the event a periodic Assessment is insufficient in the judgment of the Board to provide funds for the anticipated current expense for the ensuing month and for all of the unpaid operating expenses previously incurred, the Board shall amend the budget and shall make amended monthly Assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the Members of the Association as previously required in these By-laws.

6.5 Special Assessments for Emergencies
which cannot be paid from the annual Assessments for Common Expenses shall be made only after notice of the need for such is given to the owners of Units concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the Unit Owners concerned, the Assessment shall become effective, and it shall be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment. No such Special Assessment shall require the Developer to pay for capital expenditures or for reserves in excess of those required by laws.

6.6 Special Assessments for Substantial Violations. If any Member violates or permits violation by any member of his/her family, guests or pets of the rules and regulations set forth in the Condominium Documents or in the Declaration of Condominium that causes an expense to the Association, endangers persons or property, causes injury to persons or damages to property, or creates a nuisance, then that Member shall become subject to a Special Assessment. Such Special Assessment shall, however, only be imposed by the Board of Directors upon the affirmative vote of at least two-thirds (2/3) of all directors after a hearing or waiver of hearing. Upon the motion of any Director, a notice of proposed special assessment shall be sent to the Member accused of such violation. Such Member shall have ten (10) days from actual receipt of such notice to request a hearing in writing and mail such request to the Secretary. Failure

to request a hearing within the time specified shall constitute a waiver of such right to a hearing. The hearing shall be held by the Board within thirty (30) days of receipt by the Secretary of such written request. If the Board finds that such violation has taken place, it may in its discretion impose a Special Assessment equal to the costs of the Association to repair property damage, to abate such violation or nuisance or to prevent its further occurrence.

6.7 The depository of the Association shall be such bank(s), savings and loan association(s) or national brokerage house(s) as shall be designated from time to time by the Board and in which the monies of the Association shall be deposited. Withdrawal of monies from these accounts shall be only by checks or orders signed by such persons as are authorized by the Board. The Board shall further have the power to make prudent investments of the Association's funds in treasury bills, money market certificates and shares, certificates of deposit, savings accounts, stock or securities traded on the New York Stock Exchange, or similar investments.

6.8 The Association shall maintain accounting records for the Condominium according to good accounting practices. The records shall be open to inspection by Members or their authorized representatives at reasonable times and upon reasonable notice. Reasonable notice shall be deemed given in all cases where a request to inspect is received two (2) working days prior to the day of the requested inspection. A Member shall have the right to enforce his/her right to inspect. Either party shall have the right to attorneys' fees if he/she prevails in a court dispute over inspection. The records shall include, but are not limited to:

a. A record of all receipts and expenditures; and

b. An account for each Unit designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the balance due.

6.9 Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of those bonds and the sureties shall be determined by the Board of Directors. The premiums on the bonds shall be paid by the Association. In the event that the Condominium is managed by a professional manager or management company, such management shall be undertaken pursuant to a written contract which shall contain a provision requiring the fidelity bonding or insuring of all management personnel who handle the funds of the Association.

7.0 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, these By-laws or the laws of Florida.

8.0 A fee of up to fifty dollars (\$50.00) shall be chargeable by the Association in connection with any transfer, sale or rental of a Unit or approval of a proposed Unit Owner or lessee to defray expenditures reasonably incurred by the Association for such transfer, sale or approval. The exact fee shall be established by resolution of the Board of Directors. No charge shall be made, however, in connection with an extension or renewal of a lease.

9.0 Amendments. Except as elsewhere provided, these By-laws may be amended in the following manner:

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

9.2 A resolution adopting a proposed amendment may be proposed by either the Board or by the members of the Association. Except as elsewhere provided, the approvals must be either by:

a. not less than a majority of the entire membership of the Board and by not less than a majority of the votes of the entire membership of the Association; or

b. not less than two thirds (2/3) of the votes of the entire membership of the Association.

9.3 No By-law shall be revised or amended by reference to its title or number only. Proposals to amend existing by-laws shall contain the full text of the bylaws to be amended; new words to be inserted in the text shall be underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of by-laws. See by-laws . . . for present text." Nonmaterial errors or omissions in the by-law process shall not invalidate an otherwise properly promulgated amendment.

9.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Broward County, Florida.

The foregoing were adopted as the By-laws of THE HAYLOFTS OF CORAL SPRINGS I CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the day of , 1981.

By _____
Or _____
E. T. JOHNSON
COUNTY ADMINISTRATOR

OFF 10471pg 242
REC