

EXHIBIT "B"

Article 20, Section B of the Declaration of Condominium shall be amended to provide as follows:

(additions indicated by underlining, deletions indicated by "-----")

B. Except as provided below, Units shall not be leased without the prior written approval of the Association of both the lease and lessee. All lease renewals must also be approved by the Association in accordance with the procedure for the initial lease term. The Association has the right to require that a substantially uniform form of lease be used. No lease shall be for a period of less than six (6) months, nor shall any transient accommodations be provided, and the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue approval by the Board of Administration shall not release the Unit Owner from any liability or obligation under the Declaration and all leases shall be subject to the terms of this Declaration and the rules and regulations which may, from time to time be promulgated by the Association. The lessee's failure to comply with the terms hereof shall be deemed a default under said lease and shall subject said lessee to an action for eviction which may be brought by the Association. Eviction shall not be an exclusive remedy and any such default shall subject the lessee to all remedies available under this Declaration and the Condominium Act. All Units Owners and lessees acknowledge that enforcement of the Declaration and the rules and regulations benefits the entire membership of the Association and thereby grant the Association the right to bring an eviction action. In the event the Association brings such an action, the Association shall be entitled to recover its reasonable costs and attorneys' fees. (Note: the remainder of this Article would remain the same)

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATOR

BK20105PG0349

This document prepared by  
and record and return to:

92503026

Beth E. Linzner, Esq.  
Beth E. Linzner, P.A.  
600 West Hillsboro Blvd. -Suite 300  
Deerfield Beach, Florida 33441

92 NOV 24 PM 3 56

CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR BAYWOOD VILLAGE I CONDOMINIUM

WHEREAS, the Declaration of Condominium for Baywood Village I Condominium is recorded in O.R. Book 13373, Page 353 of the Public Records of Broward County, Florida;

WHEREAS, at a duly called meeting of the membership of Baywood Village I Condominium Association, Inc., a Florida corporation non-for-profit, the Declaration of Condominium was amended in accordance with the provisions hereof.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Condominium are a true and correct copy of the amendments adopted by the membership.

1. Article 18 shall be amended to include the language set forth on Exhibit "A" which is attached hereto and made a part hereof.

2. Article 20 of the Declaration of Condominium shall be revised in accordance with Exhibit "B" which is attached hereto and made a part hereof.

BAYWOOD VILLAGE I CONDOMINIUM  
ASSOCIATION, INC., a Florida  
corporation not-for-profit

By: Ethel Miskoff  
Ethel Miskoff, President

ATTEST: Edna DeWitt  
Edna DeWitt, Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Ethel Miskoff and Edna DeWitt who produced their driver's licenses as identification and took an oath.

WITNESS my hand and official seal in the County and State aforesaid this 7 day of November, 1992.

Karen Busch  
Notary Public  
Karen Busch

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JUNE 18, 1994  
BONDED THRU GENERAL INS. UND.  
certiamd.

BK20105FC0346

1700  
9/20/92  
9

# EXHIBIT "A"

The existing paragraph of Article 18 of the Declaration of Condominium shall be designated as Subparagraph A and a new Section B shall be added to Article 18 which new section shall read in its entirety as follows:

B.1. Fining. In addition to all other remedies available to the Association, in the sole discretion of the Board of Administration of the Association, a reasonable fine or fines may be levied against a Unit for the failure of a Unit Owner, or its occupant, licensee or invitee to comply with any provision of the Declaration, By-laws, or reasonable rules of the Association, provided the following procedures are adhered to:

- a. Notice. The Association shall notify the Unit Owner (and/or occupant, licensee, or invitee, if applicable) in writing of the provisions of the Declaration and/or By-Laws, and/or Association rules which have been violated ("Notice"). A short, plain statement of the matters asserted by the Association shall be included in the Notice. The Notice shall state the exact date, time and place of the meeting of the Board of Administration, or of the hearing by a delegated committee to handle infractions, which will hear the matter. At the time of this meeting or hearing, the Unit Owner (and/or occupant, licensee or invitee) may present reasons why a fine should not be imposed. The party against whom the fine is sought shall be given not less than fourteen (14) days notice of the meeting or hearing.
- b. Meeting or Hearing. The Board or delegated committee, shall present the facts of non-compliance to the party against whom the fine is sought to be levied. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the meeting or hearing to review, challenge and respond to any material considered by the Association in making the determination to fine. A written decision of the Board of Administration (or its delegated committee) shall be submitted to the party not later than ten (10) days after the meeting at which the determination is made.
- c. Amounts of Fines. The Board of Administration (or its delegated committee) may impose fines against a Unit Owner, occupant, licensee or invitee, in an amount determined by the Board from time to time; provided, however, said amount shall not exceed that allowed under applicable law.

BK20105P60347

- d. Payment of Fines. Fines shall be paid not later than ten (10) days after notice of their imposition.
- e. Attorneys' Fees. Should it become necessary for the Association to incur any legal expense to enforce the provisions of this Section by the Association, then the Association shall be entitled to recover its reasonable attorneys' fees and costs whether or not litigation has been commenced, at all trial and appellate levels, and in any post-judgment proceedings for enforcement or collection of any judgment received.
- f. Allocation of Sums Recovered by Fining. All monies received from the fines shall be allocated as directed by the Board of Administration.
- g. Non-Exclusive Remedy. Fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.
- h. Board of Administration May Delegate Responsibility. All acts to be performed by the Board of Administration pursuant to this Section may be delegated by the Board to a committee appointed by the Board to handle infractions.

BR20105P60348



CERTIFICATE OF AMENDMENT  
TO DECLARATIONS OF BAYWOOD VILLAGE I  
CONDOMINIUM ASSOCIATION, INC.

THIS AMENDMENT is made this 14<sup>th</sup> day of June, 2007 by BAYWOOD VILLAGE I CONDOMINIUM ASSOCIATION, INC., (hereinafter "ASSOCIATION") pursuant to the DECLARATIONS OF CONDOMINIUM of BAYWOOD VILLAGE I CONDOMINIUM ASSOCIATION, INC. (hereinafter "DECLARATIONS") which have been duly recorded in the Public Records of Broward County, Florida, as follows:

OR Book 13373 at Page 353 and  
OR Book 13373 at Page 643

WHEREAS, at a duly called and noticed meeting of the membership of ASSOCIATION, a Florida not-for-profit corporation, held on May 9, 2007, the aforementioned DECLARATIONS was amended pursuant to the provisions of said DECLARATIONS.

WHEREAS, the Amendment(s) set forth herein are for the purpose of amending the DECLARATIONS.

WHEREAS, the Amendment(s) set forth do not materially effect a unit owners share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, the undersigned hereby certify that the Amendment(s) to the DECLARATIONS are a true and correct copy of the amendments as amended by the membership:

I. This Amendment hereby amends the Declarations at Article 20, as follows; (Deletions indicated by ~~strikeout~~, additions by underlining, ... as unchanged language):

"..."

Down Payment Requirement. No prospective purchaser(s) of a unit in the association shall finance more than ~~Eighty-Five (85%)~~ Ninety-Five (95%) Percent of the purchase price of the unit. Any sale effectuated in violation of this provision may be voided by the association. The terms and conditions of this provision shall not apply to a first mortgagee seeking to transfer a unit where that first mortgagee has taken title to that unit by virtue of a foreclosure sale or a deed in lieu of foreclosure. Nor shall this provision apply in the event the association seeks to transfer a unit where the association has taken title to that unit by virtue of a foreclosure sale or a deed in lieu of foreclosure."

II. Except as amended and modified herein, all other terms and conditions of Article 20 and all other sections of the DECLARATIONS shall remain unchanged and in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by at least a majority vote of the Board of Directors.

IN WITNESS WHEREOF, the Declarations has caused this Amendment to the DECLARATIONS of BAYWOOD VILLAGE I CONDOMINIUM ASSOCIATION, INC., to be executed by the duly authorized officer, this 14 day of June, 2007.

BAYWOOD VILLAGE I CONDOMINIUM  
ASSOCIATION, INC.

BY: [Signature]

, President

STATE OF FLORIDA )  
COUNTY OF Broward )

THE FOREGOING instrument was executed before me this 14 day of June, 2007, by Dominic Caruso, President of BAYWOOD VILLAGE I CONDOMINIUM ASSOCIATION, INC., who upon being duly sworn acknowledged to me that he/she signed the foregoing document and produced a driver's license as proof of identity.


WITNESS my hand and official seal at the County and State aforesaid this 14 day of June, 2007.

[Signature]

Notary Public

My commission expires:

This Instrument Prepared by and Return to:  
Rachel E. Frydman, Esq.  
Katzman & Korr  
1501 NW 49th Street, Suite 202  
Ft. Lauderdale, Florida 33309  
(954) 486-7774

NOTARY PUBLIC-STATE OF FLORIDA  
 Eileen DeMatteis  
Commission # DD502325  
Expires: DEC. 28, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

Declarations Recorded in Official Records  
Book 13373 Page 353 and  
Official Records Book 13444  
at Page 643 of the Public  
Records of Broward, Florida.

CERTIFICATE OF AMENDMENT  
TO DECLARATIONS OF BAYWOOD VILLAGE I  
CONDOMINIUM ASSOCIATION, INC.

THIS AMENDMENT is made this 26 day of April, 2005, by  
BAYWOOD VILLAGE I CONDOMINIUM ASSOCIATION, INC., (hereinafter  
"ASSOCIATION") pursuant to the DECLARATIONS OF CONDOMINIUM of BAYWOOD  
VILLAGE I CONDOMINIUM ASSOCIATION, INC. (hereinafter "DECLARATIONS") which  
have been duly recorded in the Public Records of Broward County, Florida, as follows:

OR Book 13373 at Page 353 and  
OR Book 13373 at Page 643

WHEREAS, at a duly called and noticed meeting of the membership of ASSOCIATION,  
a Florida not-for-profit corporation, held on April 13, 2005, the aforementioned DECLARATIONS  
was amended pursuant to the provisions of said DECLARATIONS.

WHEREAS, the Amendment(s) set forth herein are for the purpose of amending the  
DECLARATIONS.

WHEREAS, the Amendment(s) set forth do not materially effect a unit owners share of the  
common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, the undersigned hereby certify that the Amendment(s) to the  
DECLARATIONS are a true and correct copy of the amendments as amended by the membership:

- I. This Amendment hereby amends Article 20 of the Declarations, as follows;  
(Deletions indicated by strikeout, additions by underlining, ... as unchanged language):

"...  
Down Payment Requirement. No prospective purchaser(s) of a unit in the association shall finance more than Eighty-Five (85%) Percent of the purchase price of the unit. Any sale effectuated in violation of this provision may be voided by the association. The terms and conditions of this provision shall not apply to a first mortgagee seeking to transfer a unit where that first mortgagee has taken title to that unit by virtue of a foreclosure sale or a deed in lieu of foreclosure. Nor shall this provision apply in the event the association seeks to transfer a unit where the association has taken title to that unit by virtue of a foreclosure sale or a deed in lieu of foreclosure."

- II. Except as amended and modified herein, all other terms and conditions of Article 20  
and all other sections of the DECLARATIONS shall remain unchanged and in full force and effect  
according to their terms.

- III. This Amendment has been proposed and adopted by at least a majority vote of the  
Board of Directors.

IN WITNESS WHEREOF, the Declarations has caused this Amendment to the  
DECLARATIONS of BAYWOOD VILLAGE I CONDOMINIUM ASSOCIATION, INC., to  
be executed by the duly authorized officer, this 26 day of April, 2005.

BAYWOOD VILLAGE I  
CONDOMINIUM ASSOCIATION, INC.

BY: Donna Caruso, President

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was executed before me this 26 day of April  
2005, by Donna Caruso, President of BAYWOOD VILLAGE I  
CONDOMINIUM ASSOCIATION, INC., who upon being duly sworn acknowledged to me that  
he/she signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 26 day  
of April, 2005.

Arlene Barnett  
Notary Public  
My commission expires:

This Instrument Prepared by and Return to:  
Rachel E. Frydman, Esq.  
Katzman & Korr, P.A.  
1501 NW 49th Street, Suite 202  
Ft. Lauderdale, Florida 33309  
(954) 486-7774



Declarations Recorded in Official Records  
Book 13373 Page 353 and  
Official Records Book 13444  
at Page 643 of the Public  
Records of Broward, Florida.

W:\condo\ba\CLIENTS\Baywood Village I Condominium Association, Inc\OTHER\Amendment - Down Payment 13745\Certificate o.npd

92503026

This document prepared by  
and record and return to:

Beth E. Linzner, Esq.  
Beth E. Linzner, P.A.  
600 West Hillsboro Blvd. -Suite 300  
Deerfield Beach, Florida 33441

CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM FOR BAYWOOD VILLAGE I CONDOMINIUM

WHEREAS, the Declaration of Condominium for Baywood Village I Condominium is recorded in O.R. Book 13373, Page 353 of the Public Records of Broward County, Florida;

WHEREAS, at a duly called meeting of the membership of Baywood Village I Condominium Association, Inc., a Florida corporation non-for-profit, the Declaration of Condominium was amended in accordance with the provisions hereof.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration of Condominium are a true and correct copy of the amendments adopted by the membership.

1. Article 18 shall be amended to include the language set forth on Exhibit "A" which is attached hereto and made a part hereof.

2. Article 20 of the Declaration of Condominium shall be revised in accordance with Exhibit "B" which is attached hereto and made a part hereof.

BAYWOOD VILLAGE I CONDOMINIUM  
ASSOCIATION, INC., a Florida  
corporation not-for-profit

By: Ethel Miskoff  
Ethel Miskoff, President

ATTEST: Edna DeWitt  
Edna DeWitt, Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD )

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Ethel Miskoff and Edna DeWitt who produced their driver's licenses as identification and took an oath.

WITNESS my hand and official seal in the County and State  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JUNE 18 1994

92 NOV 24 PM 3 56

EXHIBIT "B"

Article 20, Section B of the Declaration of Condominium shall be amended to provide as follows:

(additions indicated by underlining, deletions indicated by "-----")

B. Except as provided below, Units shall not be leased without the prior written approval of the Association of both the lease and lessee. All lease renewals must also be approved by the Association in accordance with the procedure for the initial lease term. The Association has the right to require that a substantially uniform form of lease be used. No lease shall be for a period of less than six (6) months, nor shall any transient accommodations be provided, and the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue approval by the Board of Administration shall not release the Unit Owner from any liability or obligation under the Declaration and all leases shall be subject to the terms of this Declaration and the rules and regulations which may, from time to time be promulgated by the Association. The lessee's failure to comply with the terms hereof shall be deemed a default under said lease and shall subject said lessee to an action for eviction which may be brought by the Association. Eviction shall not be an exclusive remedy and any such default shall subject the lessee to all remedies available under this Declaration and the Condominium Act. All Units Owners and lessees acknowledge that enforcement of the Declaration and the rules and regulations benefits the entire membership of the Association and thereby grant the Association the right to bring an eviction action. In the event the Association brings such an action, the Association shall be entitled to recover its reasonable costs and attorneys' fees. (Note: the remainder of this Article would remain the same)

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
COUNTY ADMINISTRATOR

AMENDMENT

This Amendment is made as of the 15<sup>th</sup> day of May, 1986, by MINTO BUILDERS (FLORIDA), INC., a Florida corporation ("Developer").

W H E R E A S:

A. Developer recorded that certain Declaration of Condominium of Baywood Village I-"A", a Condominium in O.R. Book 13373 at Page 353 of the Public Records of Broward County, Florida ("Declaration"); and

B. Building Nos. 3, 4, 5, 6 and 7 of said condominium were not complete at the time of recordation of the Declaration; and

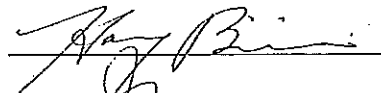
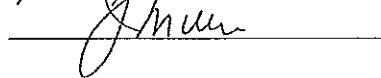
C. Building Nos. 3, 4, 5, 6 and 7 are now substantially complete and Developer desires to amend the Surveyor's Certificate attached as Exhibit "B" to said Declaration in order to reflect this fact; and

D. Article 8 of the Declaration provides that same may be amended by the Developer at any time without the consent of any person.

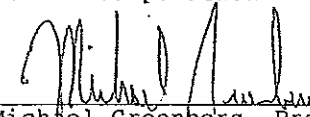
NOW, THEREFORE, in accordance with §718.104(4)(e), Florida Statutes, Developer hereby amends the Declaration by including therein Exhibit "A" attached to this Amendment.

IN WITNESS WHEREOF, Developer has executed this Amendment on the date set forth above.

Signed and sealed  
in the presence of:

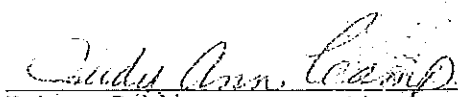
  


MINTO BUILDERS (FLORIDA), INC.,  
a Florida corporation

By:  (SEAL)  
Michael Greenberg, President

STATE OF FLORIDA     )  
                                  ) ss:  
COUNTY OF BROWARD    )

The foregoing Amendment was acknowledged before me this 15<sup>th</sup> day of May, 1986, by Michael Greenberg, President of Minto Builders (Florida), Inc., a Florida corporation, on behalf of the corporation.

  
Notary Public,  
State of Florida at Large

My commission expires:  
ROTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JULY 1, 1989  
BOARDED THRU GENERAL INS. UND.

Prepared by the Office of:

Finley, Kumble, Wagner, Heine,  
Underberg, Manley, Myerson & Casey  
By: Mitchell B. Stern, Esq.  
Sun Bank Building, Suite 1000  
777 Brickell Avenue  
Miami, Florida 33131

Return to: Gold Coast Title Co.  
75 S. E. 3rd Street  
Boca Raton, Florida 33432

86-322928

AMENDMENT TO DECLARATION  
OF CONDOMINIUM

This Amendment is made as of the 27<sup>th</sup> day of August, 1986, by MINTO BUILDERS (FLORIDA), INC., a Florida corporation ("Developer").

W H E R E A S:

A. Developer has heretofore executed and recorded that certain Declaration of Condominium of Baywood Village I - "B", a Condominium, in O.R. Book 13444 at Page 643 of the Public Records of Broward County, Florida ("Declaration"); and

B. Building Nos. 9 and 10 of said condominium were not complete at the time of recordation of the Declaration; and

C. Building Nos. 9 and 10 are now substantially complete and Developer desires to amend the Surveyor's Certificate attached as Exhibit "B" to the Declaration in order to reflect such completion; and

D. This Amendment is made pursuant to the rights reserved to the Developer in paragraph 8B of the Declaration.

NOW, THEREFORE, in accordance with §718.104(4)(e), Florida Statutes, Developer hereby amends the Declaration as follows:

(i) Page 1 of Exhibit "B" to the Declaration is supplemented by adding thereto the material attached to this Amendment as Schedule I.

(ii) Pages 4, 6 and 7 of Exhibit "B" to the Declaration are deleted and replaced with the material attached to this Amendment as Schedule II.

IN WITNESS WHEREOF, Developer has executed this Amendment on the date set forth above.

Signed and sealed  
in the presence of:

*[Signature]*  
*[Signature]*

MINTO BUILDERS (FLORIDA), INC.,  
a Florida corporation

By: *[Signature]* (SEAL)  
Michael Greenberg,  
President

STATE OF FLORIDA )  
                          ) ss:  
COUNTY OF BROWARD )

The foregoing Amendment was acknowledged before me this 27<sup>th</sup> day of August, 1986, by Michael Greenberg, President of Minto Builders (Florida), Inc., a Florida corporation, on behalf of the corporation.

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JULY 1, 1989  
BONDED THRU GENERAL INS. UND.

*[Signature]*  
Notary Public,  
State of Florida at Large

My commission expires:

Prepared by the Office of:

Finley, Kumble, Wagner, Heine,  
Underberg, Manley, Myerson & Casey  
By: Herbert M. Suskin, Esq.  
Sun Bank Building, Suite 1000  
777 Brickell Avenue  
Miami, Florida 33131

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

4084R  
RWL - 08/25/86 (1)

Return to Gold Coast Title Co.  
75 S. E. 3rd Street  
Boca Raton, Florida 33432

86 AUG 28 PM 4 29

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86328413

AMENDMENT TO DECLARATION  
OF CONDOMINIUM

This Amendment is made as of the 31<sup>st</sup> day of August, 1986, by MINTO BUILDERS (FLORIDA), INC., a Florida corporation ("Developer").

W H E R E A S:

A. Developer has heretofore executed and recorded that certain Declaration of Condominium of Baywood Village I-"B", a Condominium, in O.R. Book 13444, at Page 643, of the Public Records of Broward County, Florida ("Declaration"); and

B. Building Nos. 11 and 12 of said condominium were not complete at the time of recordation of the Declaration; and

C. Building Nos. 11 and 12 are now substantially complete and Developer desires to amend the Surveyor's Certificate attached as Exhibit "B" to the Declaration in order to reflect such completion; and

D. This Amendment is made pursuant to the rights reserved to the Developer in paragraph 8B of the Declaration.

NOW, THEREFORE, in accordance with §718.104(4)(e), Florida Statutes, Developer hereby amends the Declaration as follows:

(i) Page 1 of Exhibit "B" to the Declaration is supplemented by adding thereto the material attached to this Amendment as Schedule I.

(ii) Pages 4, 8 and 9 of Exhibit "B" to the Declaration are deleted and replaced with the material attached to this Amendment as Schedule II.

IN WITNESS WHEREOF, Developer has executed this Amendment on the date set forth above.

Signed and sealed  
in the presence of:

*Ray Brim*  
*William J. Kerwin*

MINTO BUILDERS (FLORIDA), INC.,  
a Florida corporation

By: *Michael Greenberg* (SEAL)  
Michael Greenberg, President

STATE OF FLORIDA     )  
                              ) ss:  
COUNTY OF BROWARD    )

The foregoing Amendment was acknowledged before me this 31<sup>st</sup> day of August, 1986, by Michael Greenberg, President of Minto Builders (Florida), Inc., a Florida corporation, on behalf of the corporation.

*Michael Greenberg*  
Notary Public, State of Florida at Large

My commission expires:  
NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JUNE 13, 1988  
BONDED THRU GENERAL INS. CO.

Prepared by the Office of:

Finley, Kumble, Wagner, Heine,  
Underberg, Manley, Myerson & Casey  
By: Robert W. Lee, Esq.  
Sun Bank Building, Suite 1000  
777 Brickell Avenue  
Miami, Florida 33131

4099R  
RWL - 08/27/86 (1)

Return to: Gold Coast Title Co.  
75 S. E. 3rd Street  
Boca Raton, Florida 33432

SEP 3 P 2: 19

REC 13698 PAGE 656



21-  
204

AMENDMENT TO DECLARATION  
OF CONDOMINIUM

86357903

This Amendment is made as of the 23rd day of September, 1986, by MINTO BUILDERS (FLORIDA), INC., a Florida corporation ("Developer").

W H E R E A S:

A. Developer has heretofore executed and recorded that certain Declaration of Condominium of Baywood Village I-"B", a Condominium, in O.R. Book 13444 at Page 643 of the Public Records of Broward County, Florida ("Declaration"); and

B. Building No. 13 of said condominium was not complete at the time of recordation of the Declaration; and

C. Building No. 13 is now substantially complete and Developer desires to amend the Surveyor's Certificate attached as Exhibit "B" to the Declaration in order to reflect such completion; and

D. This Amendment is made pursuant to the rights reserved to the Developer in paragraph 8B of the Declaration.

NOW, THEREFORE, in accordance with §718.104(4)(e), Florida Statutes, Developer hereby amends the Declaration as follows:

(i) Page 1 of Exhibit "B" to the Declaration is supplemented by adding thereto the material attached to this Amendment as Schedule I.

(ii) Pages 4 and 10 of Exhibit "B" to the Declaration are deleted and replaced with the material attached to this Amendment as Schedule II.

IN WITNESS WHEREOF, Developer has executed this Amendment on the date set forth above.

Signed and sealed  
in the presence of:

MINTO BUILDERS (FLORIDA), INC.,  
a Florida Corporation

By: Michael Greenberg (SEAL)  
Michael Greenberg, President

STATE OF FLORIDA     )  
                              ) ss:  
COUNTY OF BROWARD    )

The foregoing Amendment was acknowledged before me this 23rd day of September, 1986, by Michael Greenberg, President of Minto Builders (Florida), Inc., a Florida corporation, on behalf of the corporation.

Notary Public  
State of Florida at Large

My commission expires

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAY 26, 1990  
ISSUED THRU GENERAL INS. BND.

Prepared by the Office of:

Finley, Kumble, Wagner, Heine,  
Underberg, Manley, Myerson & Casey  
By: Robert W. Lee, Esq.  
Sun Bank Building, Suite 1000  
777 Brickell Avenue  
Miami, Florida 33131

4185R

Return to: Gold Coast Title Co.  
75 S. E. 3rd Street  
Boca Raton, Florida 33432

86 SEP 23 PM 3 15

REC 13754 PG 434

17

AMENDMENT TO DECLARATION  
OF CONDOMINIUM

This Amendment is made as of the 3<sup>rd</sup> day of October, 1986, by MINTO BUILDERS (FLORIDA), INC., a Florida corporation ("Developer").

W H E R E A S:

A. Developer has heretofore executed and recorded that certain Declaration of Condominium of Baywood Village I-"B", a Condominium, in O.R. Book 13444 at Page 643 of the Public Records of Broward County, Florida ("Declaration"); and

B. Building Nos. 14 and 15 of said condominium were not complete at the time of recordation of the Declaration; and

C. Building Nos. 14 and 15 are now substantially complete and Developer desires to amend the Surveyor's Certificate attached as Exhibit "B" to the Declaration in order to reflect such completion; and

D. This Amendment is made pursuant to the rights reserved to the Developer in paragraph 8B of the Declaration.

NOW, THEREFORE, in accordance with §718.104(4)(e), Florida Statutes, Developer hereby amends the Declaration as follows:

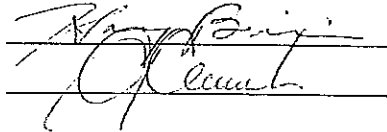
(i) Page 1 of Exhibit "B" to the Declaration is supplemented by adding thereto the material attached to this Amendment as Schedule I.


(ii) Pages 4, 11 and 12 of Exhibit "B" to the Declaration are deleted and replaced with the material attached to this Amendment as Schedule II.

IN WITNESS WHEREOF, Developer has executed this Amendment on the date set forth above.

Signed and sealed  
in the presence of:

MINTO BUILDERS (FLORIDA), INC.,  
a Florida corporation



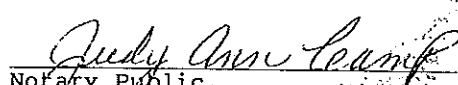
By:  (SEAL)

Philippe Joannis, Vice President

STATE OF FLORIDA     )  
                                  ) ss:  
COUNTY OF BROWARD    )

The foregoing Amendment was acknowledged before me this 3<sup>rd</sup> day of October, 1986, by Philippe Joannis, Vice President of Minto Builders (Florida), Inc., a Florida corporation, on behalf of the corporation.

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JULY 1, 1989  
BONDED THRU GENERAL INS. UND.

  
Notary Public,  
State of Florida at Large

My commission expires:

Prepared by the Office of:

Finley, Kumble, Wagner, Heine,  
Underberg, Manley, Myerson & Casey  
By: Robert W. Lee, Esq.  
Sun Bank Building, Suite 1000  
777 Brickell Avenue  
Miami, Florida 33131

Return to: Gold Coast Title Co.  
75 S. E. 3rd Street  
Boca Raton, Florida 33432

*Handwritten initials*

CERTIFICATE OF AMENDMENT  
TO DECLARATIONS OF CONDOMINIUM  
OF

BAYWOOD VILLAGE I - "A" AND BAYWOOD VILLAGE I - "B"

WHEREAS, BAYWOOD VILLAGE I - "A" AND BAYWOOD VILLAGE I - "B" (the "Condominiums") are the entities responsible for the operation of BAYWOOD VILLAGE I CONDOMINIUM ASSOCIATION, INC. (the "Association"), in accordance with their respective Declarations of Condominium (the "Declarations") thereof, recorded in Official Record Books of Broward County, Florida, respectively; and

WHEREAS, the Declarations provide in Section 8 that the Declarations may be amended at any special meeting of the unit Owners called and held in accordance with the Bylaws by the affirmative vote of more than fifty percent (50%) of the Units, provided that any amendment shall be approved or ratified by a majority of the Board as a whole as well; and

WHEREAS, the Condominiums desire to amend Section 20 of their respective Declarations regarding Sale or Lease:

NOW, THEREFORE, this is to certify that:

(1) A Resolution to call said Special Meeting to adopt this Amendment is attached as Exhibit A hereto wherein ten percent (10%) of the Unit Owners have signed their names below and have requested this Meeting in accordance with Article IV, The Association, Section 4. Special Meetings. of the Association's Bylaws; and

(2) The adoption and approval of the Resolution attached as Exhibit A hereto will appear in the Minutes of the Special Meeting to be held on October 2, 1990 as published in accordance with the Association's Bylaws and is unrevoked.

IN WITNESS WHEREOF, this Certificate of Amendment has been executed by the Association, this 31 day of August, 1990.

BAYWOOD I VILLAGE CONDOMINIUM  
ASSOCIATION, INC.

By: Ethel Miskoff  
Ethel Miskoff, President

Attest: Edna DeWitt  
Edna DeWitt, Secretary

Witness: [Signature]

BK 07874 PG 0605

STATE OF FLORIDA )  
SS:  
COUNTY OF BROWARD)

I hereby certify that on this day personally appeared before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, Ethel Miskoff and Edna DeWitt, President and Secretary, respectively, of Baywood Village I Condominium Association, Inc.. to me known to be the persons who signed the foregoing instrument as such officers, and acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and seal in the County and State last aforesaid this 31 day of August, 1990.

Laura Busch  
Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP JUNE 18, 1994  
BONDED THRU GENERAL INS. UND.

The names that appear below constitute ten percent (10%) the Unit Owners entitled to vote and who have cast their vote in resolution in requesting the Special Meeting of Baywood Village I Condominium Association, Inc. to amend the Declarations of Condominium of Baywood Village I-"A" and Baywood Village I-"B" in accordance with the Bylaws of said Condominiums:

Dennis L. Brown  
Raymond P. Brown  
Marion K. Brown  
Marie Little  
Larry Outh  
Ruth Busch

Frank L. Lator  
Glenn L. Lator  
Richard P. Brown  
Ed D. Miller  
Alfred Brown  
John W. Brown

PREPARED AND RETURN TO:

KAREN BUSCH  
SUNRAE MANAGEMENT SERVICES, INC.  
4000 North State Road 7 - Suite 408-A  
Lauderdale Lakes, FL 33319

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA

L. A. HESTER  
COUNTY ADMINISTRATOR

BOOK 7874, PG 0606

86-158744

DECLARATION OF CONDOMINIUM

-of-

BAYWOOD VILLAGE I - "A", A CONDOMINIUM

86 MAY 2 P4:45

Prepared by the Office of:  
HOLLAND & KNIGHT  
By: Irwin J. Fayne, Esq.  
One Corporate Plaza  
110 East Broward Boulevard  
Sixteenth Floor  
Fort Lauderdale, Florida 33301

Return to: Gold Coast Title Co.  
75 S. E. 3rd Street  
Boca Raton, Florida 33432

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- A. Legal Description
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- C. Articles of Incorporation
- D. By-Laws
- E. Easement Property

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# DECLARATION OF CONDOMINIUM

-of-

## BAYWOOD VILLAGE I - "A", A CONDOMINIUM

MINTO BUILDERS (FLORIDA), INC., a Florida corporation ("Developer"), being the owner of the fee simple title to the property described in Exhibit "A" attached hereto, for itself, its successors, grantees and assigns, hereby submits said property, improvements thereon and appurtenances thereto to condominium ownership pursuant to Chapter 718 of the Florida Statutes ("Condominium Act"), as enacted upon date of recordation hereof.

All the restrictions, reservations, covenants, conditions, easements and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners as hereinafter defined. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the By-Laws of the Association hereinafter defined. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements as defined herein.

### 1. DEFINITIONS.

As used in this Declaration, in the Articles of Incorporation and in the By-Laws attached hereto, and in all amendments thereto, unless the context requires otherwise:

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

B. "Association" or "Corporation" means Baywood Village I Condominium Association, Inc., the nonprofit Florida corporation responsible for the operation of the Condominium.

C. "Board of Administration" means the board of directors or other representative body responsible for the administration of the Association.

D. "Articles" and "By-Laws" means the Articles of Incorporation and the By-Laws of the Association as they exist from time to time.

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E. "Common Elements" means that portion of the Condominium Property not included in the Units. Common Elements shall include the tangible personal property required for the maintenance of the Commons Elements and Limited Common Elements even though owned by the Association.

F. "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Condominium Property, other expenses declared by the Association or this Declaration to be Common Expenses and any other valid expenses or debts of the condominium as a whole or the Association which are assessed against the Unit Owners.

G. "Common Surplus" means the excess of all receipts of the Association, including but not limited to Assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses.

H. "Condominium Building" means the structures which comprise that part of the Condominium Property within which the Units are located.

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

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

K. "Declaration" or "Declaration of Condominium" means this instrument as it may from time to time be amended.

L. "Developer" means Minto Builders (Florida), Inc., a Florida corporation, and its successors and assigns.

M. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

N. "Mortgagee" means a bank, the Developer, savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional type lender or its loan correspondent, or agency of the United States Government, which owns or holds a mortgage encumbering a Condominium Parcel. "Mortgagee" also includes Federal National Mortgage Association.

O. "Operation" or "Operation of the Condominium" means and includes the operation, administration and management of the Condominium Property.

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P. "Unit" or "Apartment" means a part of the Condominium Property which is to be subject to private ownership, as designated in this Declaration, which shall consist of land and/or improvements.

Q. "Unit Owner", "Apartment Owner", or "Owner of a Unit" means the owner of a Condominium Parcel as shown by the real estate records in the office of the Clerk of Broward County, Florida, whether such Owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

R. "Utility Service" as used in the Condominium Act, construed with reference to this Condominium, and as used in this Declaration, the Articles and the By-Laws shall include, but not be limited to, electric power, gas, hot and cold water, trash and sewage disposal.

S. "The Condominium" or "this Condominium" means Baywood Village I - "A", a Condominium.

2. CONDOMINIUM NAME, CONDOMINIUM PARCELS, APPURTENANCES, POSSESSION AND ENJOYMENT.

A. The name of this Condominium is BAYWOOD VILLAGE I - "A", A CONDOMINIUM.

B. There shall pass with each Unit as appurtenances thereto:

(1) An undivided share in the Common Elements.

(2) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

(3) An undivided share in the Common Surplus.

(4) Membership of the Unit Owner in the Association.

(5) The use of such parking space or spaces as may be assigned for the Unit Owner's exclusive use.

(6) The use of such storage locker or lockers, if any, as may be assigned for the Unit Owner's exclusive use.

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C. Each Unit Owner is entitled to the exclusive possession of his Unit subject to the provisions of this Declaration. He shall be entitled to the use of the Common Elements, in accordance with the provisions of this Declaration and the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners. There shall be a joint use of the Common Elements and a mutual easement for that purpose is hereby created.

D. Each Unit is identified by a specific numerical designation as set forth in Exhibit "B" attached hereto. In horizontal dimension, each Unit consists of the area bounded by the unfinished interior surfaces of the perimeter walls of each such Unit. In vertical dimension, each Unit consists of the space between the top of the unfinished concrete floor and the bottom of the unfinished ceiling of each such unit. Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his Unit, nor shall he own pipes, wires, conduits or other utility lines running through his Unit which are utilized for or serve more than one Unit, which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper.

E. Each Unit Owner shall own and be responsible for the maintenance, repair and replacement of all components for the individual air conditioning unit which services his Unit.

F. "Time share estates" may not be created in any Unit by any person or entity other than the Developer. As used herein, "time share estates" includes any arrangement, plan, scheme or similar device, whether by membership agreement, tenancy in common, interval ownership, sale, lease, deed, rental agreement, license or right-to-use agreement, whereby an owner of the time share estate receives a right to the use of a Unit and the Common Elements for a period of not less than seven (7) days during any given year and which extends for a period of more than three (3) years.

G. Subject to the provisions of Article 20. of this Declaration, Units shall only be used as single-family residences by the Owners thereof, their family members and guests in accordance with rules and regulations of the Association.

### 3. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

A. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

B. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

C. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie.

#### 4. COMMON ELEMENTS.

A. Common Elements include the following:

(1) The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.

(2) Any portion of the Condominium Property which is not included within the Units.

(3) Easements through Units for conduit ducts, plumbing, wiring and other facilities for the furnishing of Utility Services to Units and the Common Elements.

(4) An easement of support which is hereby created in every portion of a Unit which contributes to the support of a Condominium Building.

(5) The property and installations required for the furnishing of Utility Services and other services to more than one Unit, the Common Elements or a Unit other than the Unit containing the installation.

(6) The easement described in Paragraph 19.F. of this Declaration.

B. The undivided share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit is 1/56.

#### 5. LIMITED COMMON ELEMENTS.

A. There may be Limited Common Elements appurtenant to Units in this Condominium, as reflected by the plot plan and survey attached as Exhibit "B" hereto, which shall include, but not be limited to, patios, balconies, parking spaces, and storage lockers which are specifically designated and delineated. These Limited Common Elements are reserved for the use of the Units to which they are appurtenant or assigned to the exclusion of other Units, and there shall pass with a Unit as an appurtenance thereto the exclusive right to use the Limited Common Elements so appurtenant or assigned.

B. Any expenses of maintenance, repair or replacement of Limited Common Elements shall be treated and paid for as a part of the Common Expenses (except that any maintenance, repairs or replacements caused by an individual Unit Owner shall be assessed against the individual Unit Owner). Parking spaces, storage

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lockers, if any, and exterior surfaces of patios and balconies, not including any enclosure constructed thereon by a Unit Owner, shall be treated as Common Elements for this purpose.

6. DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP.

A. The legal description of the land hereby submitted to condominium ownership is set forth in Exhibit "A" attached hereto and made a part hereof.

B. Exhibit "B" attached hereto and made a part hereof is a survey of said land, a graphic description of the improvements in which Units are located, and a plot plan thereof.

C. The identification, location and dimensions of each Unit and the Common Elements appear on Exhibit "B". Together with this Declaration, Exhibit "B" includes sufficient detail to identify the Common Elements and each Unit and provides accurate representations of their locations and dimensions.

7. AMENDMENT TO PLANS.

A. Developer reserves the right to change the interior design and arrangements of all Units, to alter the boundaries between the Units and to combine two or more Units to form a single Unit so long as any Unit so altered has not been conveyed by the Developer to a Unit Owner.

B. The Amendment of this Declaration reflecting such authorized alteration of plans by Developer need be signed and acknowledged only by the Developer, and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not their joinder is elsewhere required for other amendments.

8. AMENDMENT OF DECLARATION.

A. This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of more than fifty percent (50%) of the Units. All amendments shall be evidenced by a certificate executed as required by the Condominium Act and recorded among the Public Records of Broward County, Florida, provided, however, that except as otherwise provided in this Declaration:

(1) Subject to the provisions of Article 7 above, no amendment shall change the configuration or the size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportional percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus unless the record owner thereof and

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all record owners of liens thereon shall join in the execution of such amendment; and

(2) No amendment shall be passed which shall impair or prejudice the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee.

(3) No amendment shall be passed which shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer.

(4) Any amendment which would affect the surface water management system, including water management portions of the Common Elements, shall not be passed without the prior written approval of the South Florida Water Management District.

B. Notwithstanding anything to the contrary herein, the Developer reserves the exclusive right to amend the Declaration and any Exhibits hereto, which exclusive rights shall continue for such period of time as the Developer shall be in control of the Association; provided, however, that no such amendment by the Developer shall impair or prejudice the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee. Such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not elsewhere required for amendments.

C. Invalidation of any part of this Declaration, any provision contained in any plat of the Condominium Property or in a conveyance of a Unit in the Condominium by judgment, court order or law shall not affect any of the other provisions hereof which shall remain in full force and effect.

#### 9. THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

A. The operation of the Condominium shall be vested in the Association. The Association has been organized as a nonprofit Florida corporation and a copy of its Articles of Incorporation are attached hereto and made a part hereof as Exhibit "C".

B. No Unit Owner, except an officer or director of the Association, shall have any authority to act for the Association.

C. All Unit Owners shall automatically be members of the Association, and a Unit Owner's membership shall terminate when he no longer owns his Unit.

D. Unit Owners shall be entitled to one (1) vote for each Unit owned in accordance with the voting privileges set forth in the Articles and By-Laws. Multiple owners of a Unit shall collectively be entitled to one (1) vote for said Unit in accordance

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with voting privileges set forth in the Articles and By-Laws. There shall be no cumulative voting.

E. The powers and duties of the Association shall include those set forth in the Articles, the By-Laws, the Condominium Act, and this Declaration and shall include, but not be limited to, the following:

(1) The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom or another Unit or at any hour for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

(2) The power to levy and collect Assessments from unit owners and to lease, maintain, repair and replace the Common Elements.

(3) The keeping of accounting records in accordance with good accounting practices and the Condominium Act which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives.

(4) The power to enter into contracts with others for the maintenance, management, operation, repair and servicing of the Condominium Property. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain, preserve, repair and replace the Common Elements, but shall not relieve each Unit Owner from his personal responsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit Owner, by his acceptance of the deed to his Unit, shall bind himself, his heirs, personal representatives, successors and assigns to any management contract, to the same extent and effect as if he had executed such contract for the purposes herein expressed including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said contract, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable and agreeing that the persons acting as directors and officers of the Association entering into such a contract have not breached any of their duties or obligations to the Association by virtue of the execution of said contract. The management contract, if any, and the acts of the Board of Administration and Officers of the Association in entering into such agreement, are hereby ratified, confirmed, approved and adopted.

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(5) The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations; provided, however, that no rule or regulation shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer.

(6) The power to purchase units in the Condominium and to acquire, hold, lease, mortgage and convey the same.

(7) The power to obtain and maintain adequate insurance to protect the Association and the Common Elements.

F. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds of the Mortgagees (based upon one vote for each first mortgage owned), or Owners (other than the Developer) have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission seek to abandon or terminate the Condominium;

(2) Change the pro rata interest or obligations of any individual Unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the Common Elements;

(3) Partition or subdivide any Unit;

(4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Owners shall not be deemed a transfer within the meaning of this clause.);

(5) Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of such portion.

#### 10. BY-LAWS.

The administration of the Association and the operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "D". No modification of or amendment to these By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provi-

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sions of the Condominium Act. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel.

11. MAINTENANCE: LIMITATION UPON IMPROVEMENT.

A. The maintenance of the Common Elements shall be the responsibility of the Association; provided, however, that the Association shall not be responsible for the maintenance of any air conditioning compressor that serves a particular Unit, which responsibility shall, instead, be borne solely by the Owner of such Unit.

B. There shall be no material alteration or substantial addition to the Common Elements or Limited Common Elements except in the manner provided herein.

C. No Unit Owner shall make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would jeopardize the safety or soundness of the building containing his Unit or impair any easement.

D. No fence, wall, gate or other structure may be erected, installed, maintained or removed on the Condominium Property until the design, construction, specifications and a plan showing the location of the structure have been approved in writing by the Board of Administration (or an architectural review committee appointed by it) as to quality, design and materials, in harmony with existing structures, and as to location with respect to topography and finished grade elevation. Such approval of the Board of Administration (or its designee) shall not be required in the event that the Board of Administration (or its designee) fails to give such approval within thirty (30) days after receipt of a written request for same. In no event will such approval be unreasonably withheld nor will any charge be made therefor. Nothing contained in this paragraph shall be construed to lessen the obligation of any Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such structure. The provisions of this paragraph shall not apply to the Declarant.

12. COMMON EXPENSES AND COMMON SURPLUS.

A. Common Expenses shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expenses by the Condominium Act, this Declaration or the By-Laws. Common Expenses shall also include assessments due by Unit Owners to the

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Association incident to the collection of such Assessment or enforcement of such lien. The lien shall be evidenced by a claim recorded among the Public Records of Broward County, Florida, in the manner provided by the Condominium Act, and shall be effective from and as of the time of such recording, but such lien shall be subordinate to the lien of any Mortgagee. The Board of Administration may take such action as it deems necessary to collect Assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the best interest of the Association. Said liens shall have the priorities established by the Condominium Act.

E. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Condominium Parcel and the court may appoint a receiver to collect the Assessments which are the subject of said proceeding. The Association may bid in the Condominium Parcel at foreclosure sale and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Condominium Parcel so acquired.

F. If the holder of a mortgage of record or other purchaser of a Unit obtains title to the Condominium Parcel as a result of foreclosure of said first mortgage, or accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure, except for any portion thereof secured by a claim of lien for Assessments that was recorded prior to a recording of the foreclosed mortgage. Any such unpaid share of Common Expenses or Assessments shall be deemed to be a Common Expense, collectible from all Unit Owners, including such acquirer, his successors and assigns. A mortgagee or other purchaser acquiring title to a Condominium Parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

G. Any person who acquires an interest in a Unit except as specifically provided in the preceding subparagraph shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments due and owing from the former owner have been paid.

H. The Association, acting by and through its Board of Administration, shall have the right to assign its claim for any unpaid Assessments and the lien securing said claim to the

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Developer or to any Unit Owner, group of Unit Owners or any third party.

I. Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees as set forth in the Condominium Act.

J. Except as provided in subparagraph F above and in this subparagraph, no Unit Owner other than the Developer as expressed below may be excused from the payment of his proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment. In accordance with the provisions of section 718.116 of the Condominium Act, the Developer shall be excused from the payment of annual assessments until such period of time as Developer shall cease to control the Association or a period of 12 months following recordation of this Declaration, whichever event occurs first ("Guaranty Period") since, during the Guaranty Period, the Developer guarantees that annual assessments shall not increase over the amounts set forth in the Estimated Operation Budget of the Condominium for the first year of operation. During the Guaranty Period, the Developer shall contribute an amount of money to the Association sufficient to eliminate any deficit between assessments collectible from Owners and the actual expenses of the Association.

#### 14. TERMINATION OF CONDOMINIUM.

A. If all Unit Owners and the holders of all liens and mortgages upon all of the Condominium Parcels execute and duly record an instrument terminating the Condominium Property, or if "major damage" occurs as defined hereinafter and subject to Article 23, subparagraph A(2)(b) below, the Condominium Property shall be removed from the provisions of the Condominium Act and thereafter owned in common by the Unit Owners. The undivided interest in the Property owned in common by each Unit Owner shall then be the percentage of the undivided interest previously owned by such Owner in the Common Elements, and any liens which encumbered any Condominium Parcel shall be transferred to said undivided interest of the Unit Owner in the Property.

B. If the Owners of at least 85% of the Common Elements elect to terminate, they shall have the option to buy the Units of the other Unit Owners for a period of sixty (60) days from the date of the meeting wherein the election to terminate was taken. The purchase price shall be the fair market value of the Units as of the date of said meeting as determined by arbitration under the rules of the American Arbitration Association. The price shall be paid in cash within thirty (30) days of the determination of the same.

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15. EQUITABLE RELIEF.

In the event of "major damage" to or destruction of all or a substantial part of the Condominium Property and if the Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of competent jurisdiction for equitable relief which may, but need not, include termination of the Condominium and partition.

16. LIMITATION OF LIABILITY.

A. The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed against him from time to time in accordance with the Condominium Act, this Declaration, the Articles and the By-Laws.

B. A Unit Owner may be personally liable for any damages caused by the Association in connection with the use of the Common Elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the Common Elements and in no event shall said liability exceed the value of his Unit. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house or any other property owner would be liable for such an occurrence.

C. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have a right to intervene and defend.

17. LIENS.

A. With the exception of liens which may result from the initial construction of this Condominium or provided for in this Article, no liens of any nature shall arise or be created subsequent to the recording of this Declaration against the Condominium Property (as distinguished from individual Units) without the unanimous consent of the Unit Owners.

B. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to his Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event, the same may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners thereof are liable for Common Expenses.

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C. In the event a lien against two or more Condominium Parcels becomes effective, each owner thereof may release his Condominium Parcel from the lien by paying the proportionate amount attributable to his Condominium Parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record from such Condominium Parcel.

#### 18. REMEDIES FOR VIOLATION.

Each Unit Owner, his family, invitees and tenants, shall be governed by and conform to this Declaration, the Articles, the By-Laws and the rules and regulations of the Association. Failure to do so shall entitle the Association or any other Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

#### 19. EASEMENTS.

A. Owners of Units shall have, as an appurtenance to their Units, a perpetual easement for ingress and egress to and from their Units over and upon stairs, elevators, terraces, balconies, walks and other Common Elements intended for such purposes.

B. The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Condominium Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

C. The Condominium Property shall be subject to such easements for utilities as may be determined by the Developer or required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the land of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. To the extent that the creation of any such utility easements require the joinder of Unit Owners, the Developer by its duly authorized officers may,

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as the agent or the attorney-in-fact, for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

D. The Developer hereby reserves unto itself an easement over the Condominium Property exclusive of any Units not owned by it for any activity that Developer determines in its sole discretion to be necessary to consummate the sale, lease or rental of any Unit including, but not limited to, the right to maintain models, post signs, use employees in the models or permit use of the Common Elements for marketing purposes. Further, such activities are hereby expressly authorized and permitted.

E. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths and walks and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes. Such easements shall be for the use and benefit of the members of the Association and the Township Community Master Association, Inc., as well as the invitees of such members; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

F. Developer hereby grants to Association, for the use and benefit of the Unit Owners, a temporary and non-exclusive easement for parking, ingress and egress over the lands described in Exhibit "E" attached hereto (the "Easement Property"). Developer reserves the right, in its sole discretion, to modify, enlarge, diminish, terminate or relocate the rights granted by this paragraph so long as Developer provides Association and its members with access from the Condominium to a dedicated right-of-way. This easement shall automatically be deemed modified or terminated, as the case may be, at any time that Developer shall (i) submit any portion of the Easement Property to the condominium form of ownership, or (ii) convey any portion of the Easement Property.

## 20. SALE OR LEASE.

Until such time as the Developer has relinquished control of the Association, the Developer shall have the option to purchase any Unit upon the same terms and conditions as are offered by the Unit Owner to any third person. Prior to the sale or transfer of any Unit to any person other than the transferor's spouse or mem-

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ber of his immediate family or wholly owned corporation, the Unit Owner shall notify the Developer in writing of the name and address of the person to whom the proposed sale or transfer is to be made, the terms and conditions thereof together with a copy of the agreement for such sale or transfer and such other information as may reasonably be required by the Developer. Failure to do so shall be deemed a breach hereof, and any sale or transfer in contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser or transferee. If the proposed sale is bona fide and the Developer exercises its option with respect to same, the Developer shall, within ten (10) days after its receipt of said notice and such supplemental information as it may reasonably require, deliver to the Unit Owner the deposit required under the terms of such agreement and shall then be obligated to close the sale of the Unit in accordance with the terms and conditions thereof. Failure of the Developer to exercise the said option shall be stated in a certificate executed by the Developer, which shall be recorded in the Public Records of Broward County, Florida, by and at the expense of the proposed purchaser or transferee. Units shall not be leased without the prior written approval of the Association. The Association has the right to require that a substantially uniform form of lease be used. No lease shall be for a period of less than six (6) months, and the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Subleases of Units are prohibited. Units shall not be leased more than once in any six (6) month period. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue. The Association must either approve or disapprove a lease within ten (10) days after its receipt of a request for such approval, which request shall be accompanied by such information as the Board may reasonably require. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee. If the Association fails to give the Unit Owner written notice of its approval or disapproval of the proposed lease, the proposed lease shall be deemed approved. The provisions of this subparagraph shall not be applicable to the Developer. Notwithstanding anything herein or any rule or regulation of the Association to the contrary, the Developer as well as any person approved in writing by the Developer shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Units owned by the Developer or such person, as the case may be, for any period and under any terms to any lessees, purchasers or transferees without the consent of any person including the Association being required. The provisions of this paragraph may not be amended without consent of the Developer.

## 21. ENFORCEMENT OF MAINTENANCE.

In the event that a Unit Owner fails to maintain his Unit as required herein or otherwise violates the provisions hereof, the

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Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to restore the Unit to good condition, to collect such Assessment and have a lien for same as is otherwise provided herein. The Association shall have the right, before or after any such Assessment, to have its employees or agents enter the Unit and do the work necessary to enforce compliance with the above provisions. Unit Owners may also be individually assessed for any damage to the Common Elements or Limited Common Elements which may be caused by such Owners, their family, lessees or guests.

## 22. INSURANCE.

A. Purchase of Insurance. The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in a company with an "A+10" rating or better in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees.

(1) Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter described, and all policies and endorsements thereon shall be deposited with the Insurance Trustee.

(2) For purposes of this and the following Article, all buildings constituting the Condominium, as described in Exhibits "A" and "B" attached hereto, shall collectively be deemed one Building and shall include any additional buildings as a part thereof which may hereafter become a part of this Condominium.

### B. Coverage.

(1) Casualty. All buildings and improvements upon the Property described in Exhibit "A" attached hereto shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its maximum insurable replacement value, said value to be determined annually by the Board of Administration. Such coverage shall afford protection against:

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

(b) Such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the buildings described in this subparagraph B including, but not limited to, vandalism and malicious mischief.

(2) Public liability in such amounts and with such coverage as shall be required by the Board of Administration, including, but not limited to, hired automobile and nonowned automobile coverages, including a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(3) Worker's compensation insurance meeting all the requirements of the laws of Florida.

(4) Directors and officers liability insurance, if available.

(5) Such other insurance as the Board of Administration shall determine from time to time to be desirable including without limitation such insurance as may be required by any agency of the United States government which holds a first mortgage encumbering a Unit or insures to the holder thereof the payment of the same.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be assessed by the Association against the Unit Owners as part of the Common Expenses.

D. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee which shall be designated by the Board of Administration. The Insurance Trustee shall not be liable for payment of premiums, the renewal or the sufficiency of policies or the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

(1) Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Element appurtenant to his Unit.

(2) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(a) When the Condominium Building is to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(b) When the Condominium Building is not to be restored, an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(3) Mortgages. In the event a Mortgagee endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed in the following manner:

(1) Expense of the Trustee. All expenses of the Insurance Trustee shall be paid first or provision made therefor.

(2) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

(3) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners thereof, remittance to Unit Owners and their Mortgagee being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

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(4) Certificate. In making distributions to Unit Owners and their Mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to the names of the Unit Owners and their respective shares of the distribution.

F. Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner, for each holder of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property with power to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. Unit Owner's Obligation. Each Unit Owner shall have the obligation to purchase public liability insurance to protect himself against claims due to accidents within his Unit, and casualty insurance on the contents within said Unit. In addition, he should review the coverage of the Association to determine any additional insurance that may be advisable for him to purchase.

## 23. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

A. Determination to Reconstruct or Repair. If any part of the Condominium Property is damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

(1) Common Element. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(2) Condominium Building:

(a) Lesser damage. If the damaged improvement is the Condominium Building, and if Units to which 50% or more of the Common Elements are appurtenant are found by the Board of Administration to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(b) Major damage. If the damaged improvement is the Condominium Building, and if Units to which more than 50% of the Common Elements are appurtenant are found by the Board of Administration to be untenable, the damaged property shall neither be reconstructed nor repaired and the Condominium shall be terminated without agreement as elsewhere provided unless, within 60 days

after the casualty, the owners of 85% of the Common Elements agree in writing to such reconstruction or repair.

(3) Certificate. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary in determining whether the damaged property is to be reconstructed or repaired.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Property; or, if not, then in accordance with plans and specifications approved by the Board of Administration and, if the damaged property is the Condominium Building, by the owners of not less than 75% of the Common Elements, including the owners of all damaged Units whose approval shall not be unreasonably withheld.

C. Responsibility. If the damage is only to those portions of a Unit or Units for which the responsibility of maintenance and repair is that of the Unit Owner(s), then the Unit Owner(s) shall be responsible for reconstruction and repair after casualty. In all other instances, it shall be the Association's responsibility to reconstruct and repair after casualty.

D. Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility for reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against the Unit Owners who own the damaged Units and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such Assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their Units, and Assessments on account of damage to Common Elements shall be in proportion to the owners' share in the Common Elements.

F. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds held by the Insurance Trustee and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

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(1) Association. If the total Assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair which is the responsibility of the Association exceed \$5,000.00, the sums paid upon such Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association-Under \$5,000.00. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(b) Association-Over \$5,000.00. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is \$5,000.00 or more, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(c) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner and, if there is a Mortgagee endorsement as to such Unit, then to the Unit Owner and the Mortgagee jointly.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution

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to a beneficial owner which represents Assessments paid by such owner into the construction fund shall not be made payable to any Mortgagee.

(e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, whether a disbursement is to be made from the construction fund, or whether surplus funds to be distributed are less than the assessments paid Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to any or all of such matters stating that the sums to be paid are due and properly payable in the name of the designated payee and the amount to be paid; provided that when a Mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the Mortgagee as payee of any distribution or insurance proceeds to a Unit Owner; and, further provided that when the Association or a Mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

#### 24. EXECUTION OF DOCUMENTS REQUIRED BY GOVERNMENT.

The Developer's plan for the development of this Condominium may require from time to time the execution of certain documents required by the City of Coconut Creek, Broward County, Florida, or some other governmental agency having jurisdiction over this Condominium. To the extent that said documents require the joinder of Unit Owners; the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute acknowledge and deliver such documents and the Unit Owners, by virtue of their acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

#### 25. EMINENT DOMAIN OR CONDEMNATION PROCEEDING.

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to

be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and shall be disbursed to Unit Owners and their Mortgagees as their interests appear of record. The Association shall give to each Mortgagee prompt written notice of any such eminent domain or condemnation proceedings.

## 26. GENERAL PROVISIONS.

A. If any provision of this Declaration, the Articles, the By-Laws or the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles, the By-Laws, or the Condominium Act, and the application of any such invalid provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

B. If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without the Developer's written approval:

(1) Assessment of the Developer as a Unit Owner for capital improvements, and

(2) Any action by the Association that would be detrimental to the Developer's sale of Units.

C. Notices to Unit Owners shall be sent by certified mail or certificate of mailing to their place of residence in the Condominium Building, unless the Unit Owner has, by written notice to the Association, specified a different address. Notices to the Association and the Developer shall be delivered by certified mail to Township Center, 2400 Lyons Road, Coconut Creek, Florida 33063. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice to the other party.

D. The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter. The Association may levy against any Owner a fine not in excess of \$25.00 per day for each day that such Owner continues to violate any of the requirements of this Declaration after having been notified by the Association of such violation.

E. The remedy for violation provided by the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to institute legal Regulations, upon a finding by a court in favor of the Association, the defen-

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dant Unit Owner shall reimburse the Association for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action.

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

G. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

H. Developer, formerly known as Tartan Minto Corporation, a Florida corporation, recorded that certain Declaration of Covenants, Conditions and Restrictions of the Township in Official Records Book 8760 at Page 924 ("Master Declaration"), and that certain Declaration of Class "B" Residential Covenants, Conditions and Restrictions in Official Records Book 8760 at Page 973 ("Class "B" Declaration"), all of the public records of Broward County, Florida. Article II of the Master Declaration and Article II of the Class "B" Declaration both provide that the Condominium Property may be subjected to said declarations by filing in the public records of Broward County, Florida such supplemental declarations as the Developer may decide, thereby extending the operation and effect of said declarations to the Condominium Property. Accordingly, Developer does hereby declare that the Master Declaration and Class "B" Declaration, and the covenants, conditions and restrictions contained therein shall be covenants running with the Condominium Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Condominium Property or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time owning or holding an interest in the Condominium Property.

I. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds of the Mortgagees (based upon one vote for each first mortgage owned), or Owners (other than the Developer) have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission seek to abandon or terminate the Condominium;

(2) Change the pro rata interest or obligations of any individual Unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the Common Elements;

(3) Partition or subdivide any Unit;

(4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Owners shall not be deemed a transfer within the meaning of this clause.);

(5) Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of such portion.

J. So long as the Developer owns one or more Units, the Association shall take no action which, in the Developer's opinion, would adversely affect the Developer's marketing program with respect to Units or other residential dwelling units.

K. Notwithstanding anything herein or any rule or regulation of the Association to the contrary, the Developer as well as any person approved in writing by the Developer shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Units owned by the Developer or such person, as the case may be, for any period and under any terms to any lessees, purchasers or transferees without the consent of any person including the Association being required. Further, neither the Board nor the Association shall have the right to regulate, in any manner, the sale, lease, rent or transfer of such Units. For example, and not by way of limitation, the Board shall be prohibited from taking any of the following actions:

(1) Requiring that the proposed form of lease be approved.

(2) Requiring that a representative of the Association supervise the lessee's move into such Unit.

(3) Requiring that the proposed lessee be interviewed or otherwise approved by representatives of the Association.

(4) Requiring that any fees be paid by the lessee or the owner of such Unit in connection with the lease.

(5) Requiring that the lessee's move into such Unit be limited to certain hours or days.

It is the intent of this paragraph that neither the Association nor the Board shall in any way interfere with, hinder or regulate the sale, lease, rent or transfer of such Units. Accordingly, any rule or regulation adopted either by the Board or the Association which is inconsistent with the intent of this paragraph shall be null and void. Should the owner of any such Unit prevail in litigation to enforce its rights as set forth in this paragraph, the losing litigant shall pay all costs and legal ex-

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penses incurred by said owner through and including all appellate litigation. The provisions of this paragraph may not be amended without consent of the Developer.

L. The Developer shall have the exclusive right to assign all unassigned parking spaces, and shall be entitled to cancel any such assignment that it made in error so long as the Developer assigns an alternate parking space to the Owner whose assigned parking space was so cancelled. The Association shall not be entitled to revoke or modify any parking assignments made by the Developer.

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on this 1st day of May, 1986.

Signed, Sealed and Delivered  
in the Presence of:

[Signature]  
Ray B. [Signature]

MINTO BUILDERS (FLORIDA), INC.,  
a Florida corporation (SEAL)

By: [Signature]  
Michael Greenberg, President

STATE OF FLORIDA )  
COUNTY OF Broward ) SS:

The foregoing instrument was acknowledged before me this 1st day of May, 1986 by Michael Greenberg of Minto Builders (Florida), Inc., a Florida corporation, on behalf of the corporation, as President.

[Signature]  
Notary Public, State of Florida  
at Large

My Commission Expires:

(NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JULY 1, 1989  
BONDED THRU GENERAL INS. UND.

870700076dc0785:75  
07/22/85

OFF 13373PG 383

0 10 20 30 40 50  
SCALE (IN FEET)



LOWER LIMIT OF UNITS	15.31	ELEV. (M.S.L.)
UPPER LIMIT OF UNITS	23.32	ELEV. (M.S.L.)

SECOND FLOOR

LOWER LIMIT OF UNITS	24.95	ELEV. (M.S.L.)
UPPER LIMIT OF UNITS	32.96	ELEV. (M.S.L.)


1. THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY: UNITED STATES COAST AND GEODETIC SURVEY, SUPPLEMENTED BY RECONSTRUCTED SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.
2. ALL WALLS ARE 60" THICK UNLESS OTHERWISE NOTED.
3. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
4. FOR FURTHER INFORMATION REGARDING BOUNDARIES OF THIS UNIT, REFER TO THE DEPARTMENT OF THIS COMMONWEALTH.

## DESCRIPTION OF COMMON ELEMENTS

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNIT ARE PARTS OF THE COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE APARTMENTS, INCLUDING THE WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL CORRIDORS AND WALKWAYS, STAIRS, OTHER UTILITY LINES TO OUTLIES AND COMMON AREAS, AND ALL OTHERS BY LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING NORTHERN AND EGRESS TO PUBLIC WAYS.
5. THE APARTMENTS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

## LEGEND

- INDICATES UNIT BOUNDARIES  
INDICATES COMMON ELEMENTS  
INDICATES LIMITED COMMON ELEMENTS  
INDICATES STORAGE  
INDICATES BALCONY  
INDICATES MEAN SEA LEVEL ELEVATION,  
M.S.L. ELEV.

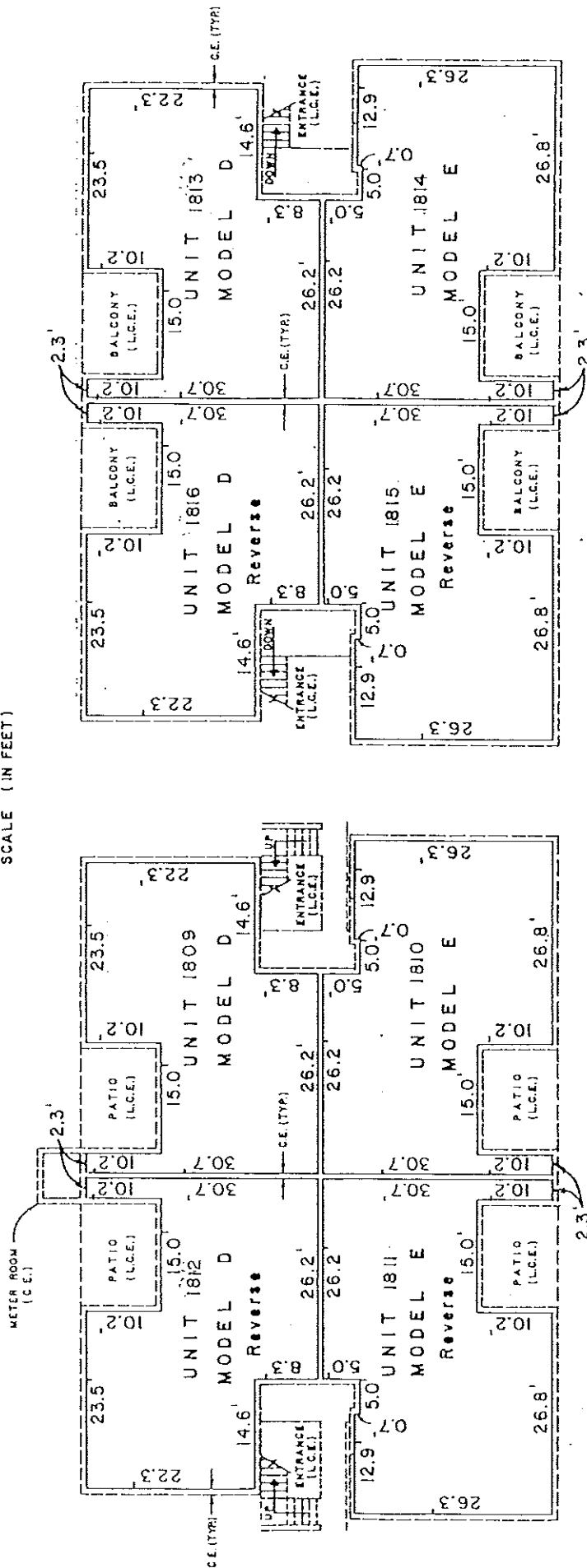
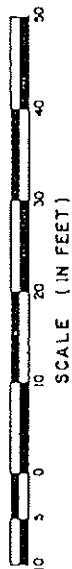


CCL CONSULTANTS, INC.

**BAYWOOD VILLAGE I - "A"**  
**A CONDOMINIUM**

NOASING	2023	7-17-85	5 of 4
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# EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF BAYWOOD VILLAGE I - "A" A CONDOMINIUM BUILDING 2



## FIRST FLOOR

LOWER LIMIT OF UNITS 14.75 ELEV. (M.S.L.)  
UPPER LIMIT OF UNITS 22.75 ELEV. (M.S.L.)

## NOTES

- THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY: MINTO BUILDERS (FLORIDA) INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.
- ALL WALLS ARE 8" THICK, UNLESS OTHERWISE NOTED.
- ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
- FOR FURTHER INFORMATION REGARDING BOUNDARIES OF THIS UNIT, REFER TO THE DECLARATION OF THIS CONDOMINIUM.

## DESCRIPTION OF COMMON ELEMENTS

- ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.
- ALL BOUNDING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- ALL COMMONS AND WORKS TO OUTLETS, ALL OTHER UTILITY UNITS TO OUTLETS, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- THE COMMON ELEMENTS ARE SUBJECT TO EGRESS, EGRESS, SET FORTH IN THE DECLARATION INCLUDING INDICES AND EGRESS TO PUBLIC WAYS.
- THE DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

## LEGEND

- INDICATES UNIT BOUNDARIES  
(G.L.)  
INDICATES COMMON ELEMENTS  
(S.T.L.)  
INDICATES STORAGE  
(B.A.L.C.)  
INDICATES BALCONY  
(M.S.L. ELEV.)

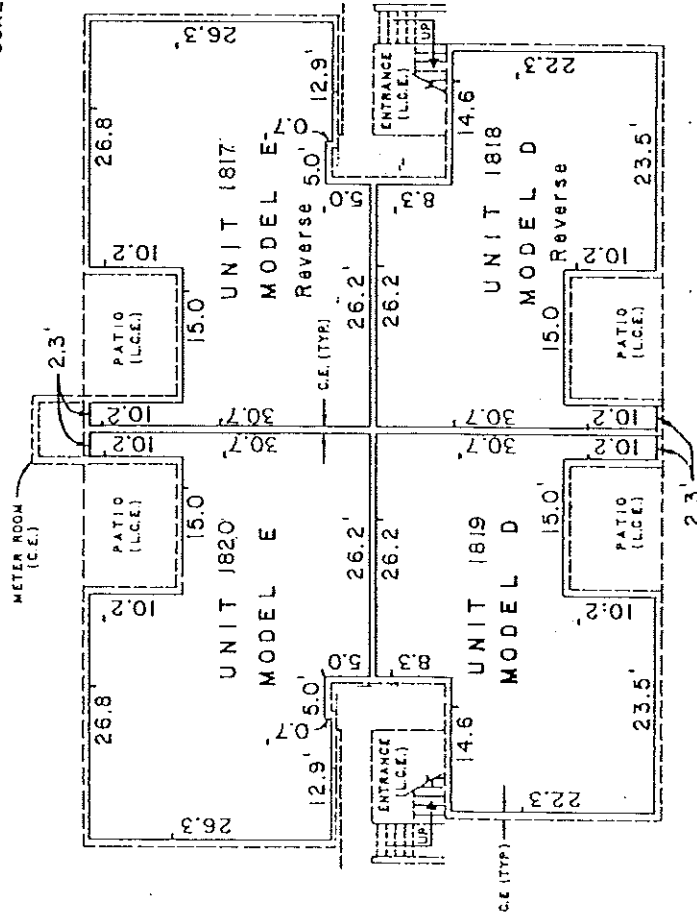
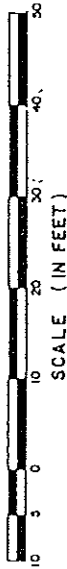


C.C.L. CONSULTANTS, INC.

BAYWOOD VILLAGE I - "A"  
A CONDOMINIUM  
BUILDING 2  
7-17-85  
2023  
6/14

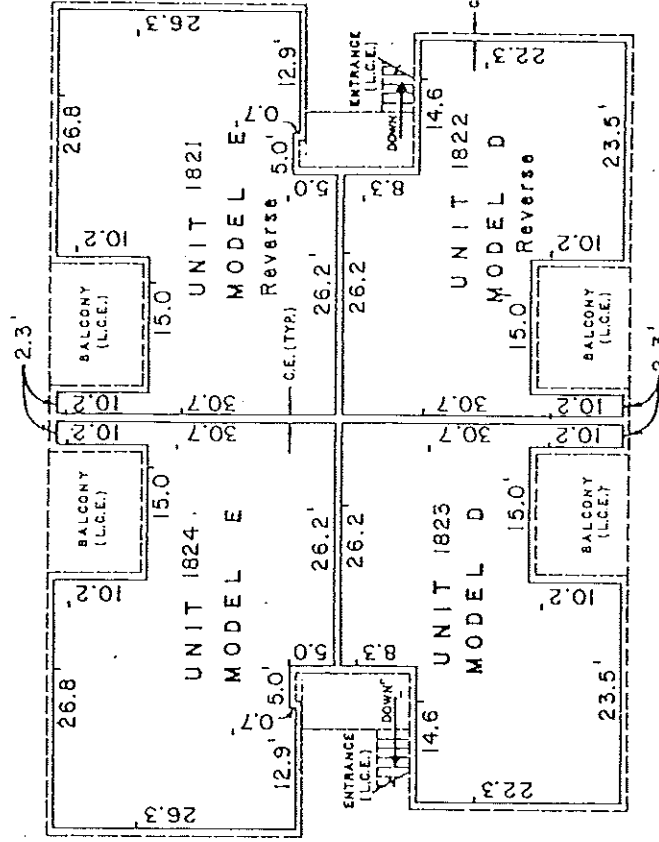
OFF 13373 Pg 390

# EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF **BAYWOOD VILLAGE I - "A" A CONDOMINIUM** BUILDING 3



## **FIRST FLOOR**

MIN. LOWER LIMIT OF UNITS 14.50 ELEV. (M.S.L.)  
 MIN. UPPER LIMIT OF UNITS 22.58 ELEV. (M.S.L.)



## **SECOND FLOOR**

MIN. LOWER LIMIT OF UNITS 23.83 ELEV. (M.S.L.)  
 MIN. UPPER LIMIT OF UNITS 31.91 ELEV. (M.S.L.)

### **NOTES**

- THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY: UNIT BUILDERS (FLORIDA) INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.
- ALL WALLS ARE 6" THICK, UNLESS OTHERWISE NOTED.
- ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
- FOR FURTHER INFORMATION REGARDING BOUNDARIES OF THIS UNIT, REFER TO THE DECLARATION OF THIS CONDOMINIUM.

### **DESCRIPTION OF COMMON ELEMENTS**

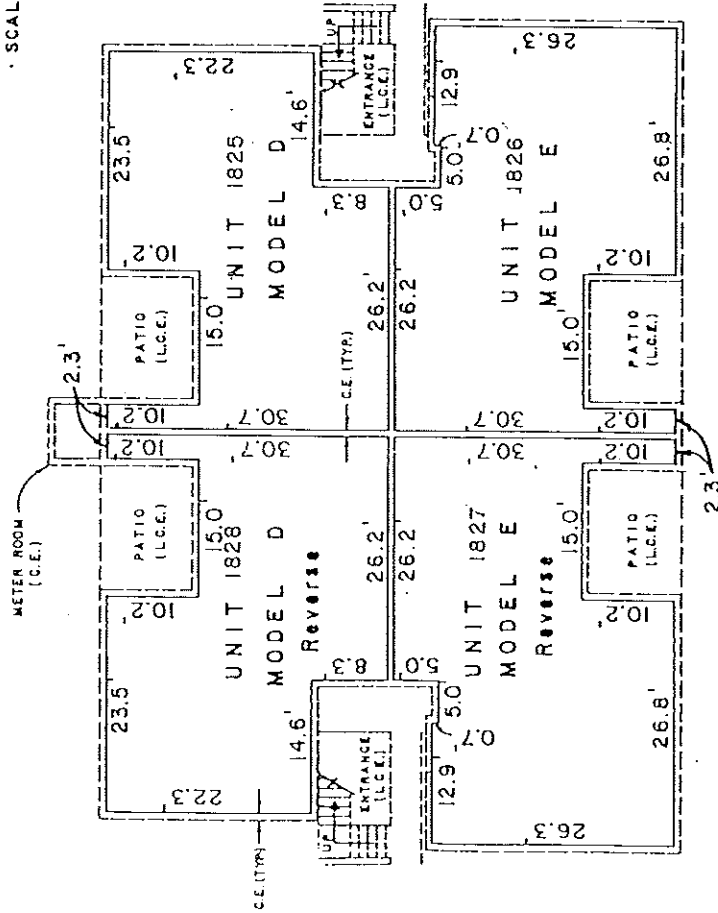
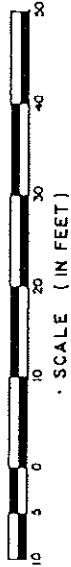
- ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.
- WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS:
  - ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT.
  - ALL CONDUITS AND PIPES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EXEMPTIONS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.
- THE DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

### **LEGEND**

- (C.E.) INDICATES UNIT BOUNDARIES
- (L.C.E.) INDICATES COMMON ELEMENTS
- (L.C.E.) INDICATES LIMITED COMMON ELEMENTS
- (STR.) INDICATES STORAGE
- (B.A.C.) INDICATES BALCONY
- (M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION.

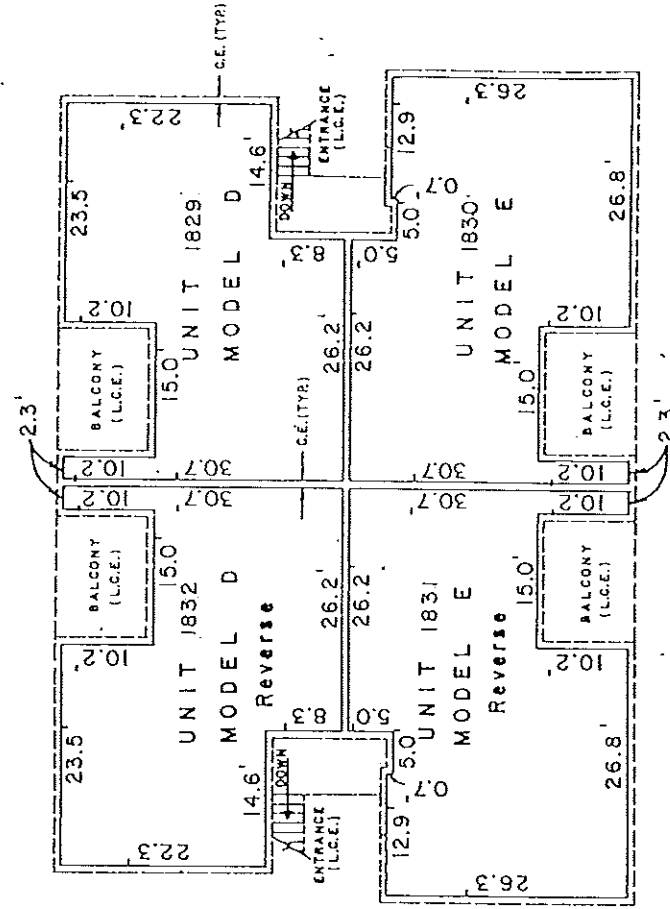
C.C.L. CONSULTANTS, INC. 1001 N.W. 10TH AVENUE, SUITE 100 MIAMI, FLORIDA 33136	
PROJECT NO. 1001-1001 DATE 7-17-03	
BAYWOOD VILLAGE I - "A" A CONDOMINIUM BUILDING 3	
DRAWN BY: [Signature] CHECKED BY: [Signature] DATE: 7-17-03	SCALE: 1/8" = 1'-0" SHEET NO. 1 OF 1

# EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF **BAYWOOD VILLAGE I - "A" A CONDOMINIUM** BUILDING 4



## **FIRST FLOOR**

MIN. LOWER LIMIT OF UNITS 14.50 ELEV. (M.S.L.)  
 MIN. UPPER LIMIT OF UNITS 22.58 ELEV. (M.S.L.)



## **SECOND FLOOR**

MIN. LOWER LIMIT OF UNITS 23.83 ELEV. (M.S.L.)  
 MIN. UPPER LIMIT OF UNITS 31.91 ELEV. (M.S.L.)

### **NOTES**

1. THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY UNIT OWNERS (IF APPLICABLE) AND ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.
2. ALL WALLS ARE 6" THICK UNLESS OTHERWISE NOTED.
3. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
4. FOR FURTHER INFORMATION REGARDING BOUNDARIES OF THIS UNIT, REFER TO THE DECLARATION OF THIS CONDOMINIUM.

### **DESCRIPTION OF COMMON ELEMENTS**

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNIT ARE PARTS OF THE COMMON ELEMENTS.
2. ALL BOUNDING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING EGRESS AND ACCESS TO PUBLIC WAYS.
5. THE DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

### **LEGEND**

- (L.C.) INDICATES UNIT BOUNDARIES
- (L.C.E.) INDICATES COMMON ELEMENTS
- (S.T.R.) INDICATES LIMITED COMMON ELEMENTS
- (B.A.L.C.) INDICATES BALCONY
- (M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

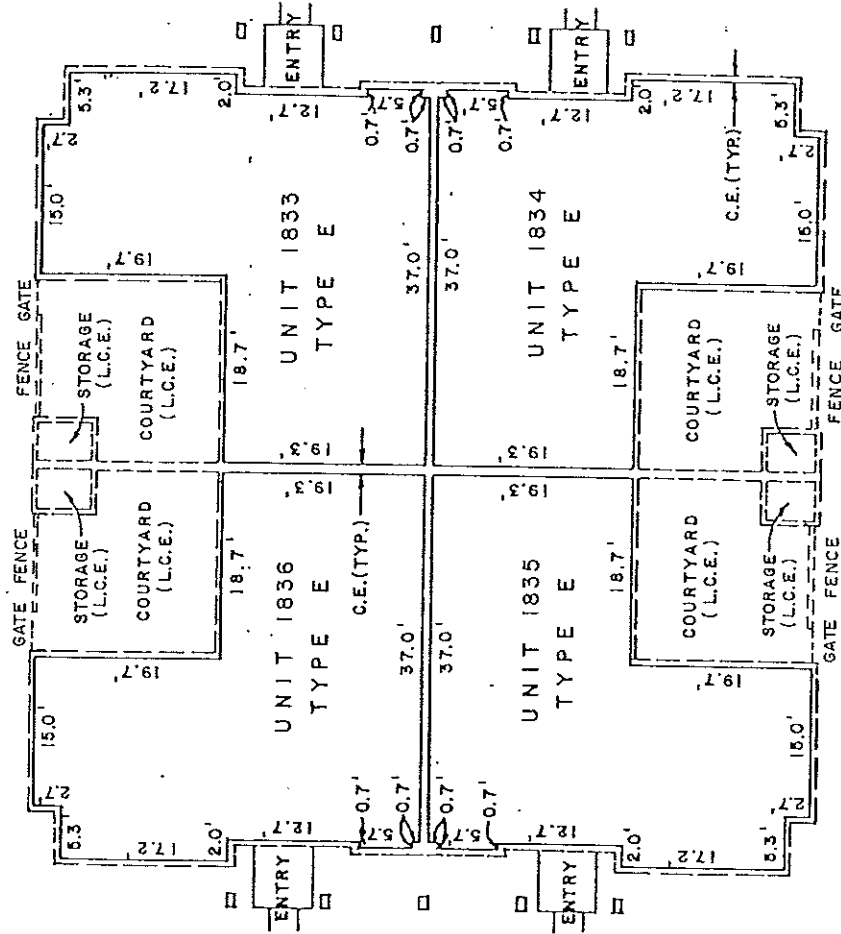
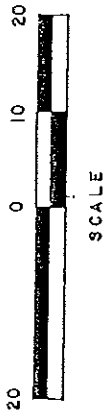
**C.C.L. CONSULTANTS, INC.**  
 200 EAST WYOMING STREET, SUITE 100  
 FARMINGTON, MICHIGAN 48334  
 PHONE (313) 437-1000  
 FAX (313) 437-1001

**BAYWOOD VILLAGE I - "A"**  
 A CONDOMINIUM  
 BUILDING 4

DATE: 7-17-85  
 SHEET: 4 OF 14

# EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF **BAYWOOD VILLAGE I - "A" A CONDOMINIUM**

## **BUILDING 5**



### **FLOOR PLAN**

MINIMUM UPPER LIMITS OF UNIT 31.91 M.S.L. ELEV.  
 MINIMUM LOWER LIMITS OF UNIT 14.50 M.S.L. ELEV.

#### **NOTES**

- THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY: WINTO BUILDERS (FLORIDA) INC. ARCHITECTS (FLA) INC. ENGINEERS (FLA) INC. SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.
- ALL WALLS ARE 8" THICK, UNLESS OTHERWISE NOTED.
- ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
- FOR FURTHER INFORMATION REGARDING BOUNDARIES OF THIS UNIT, REFER TO THE DECLARATION OF THIS CONDOMINIUM.

#### **DESCRIPTION OF COMMON ELEMENTS**

- ALL WALLS AND PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR SPACE ARE PARTS OF THE COMMON ELEMENTS.
- SCREENING WALLS TO THE UNFINISHED SURFACE OF SLO WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- ALL CONDUITS AND WIRING TO OUTLETS, ALL OTHER UTILITIES TO OUTLETS AND CONDUITS, AND ALL REVENUES OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN ELEVATIONS SET FORTH IN THE DECLARATION INCLUDING HEIGHTS AND EDGES TO PUBLIC WAYS.
- THE DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

#### **LEGEND**

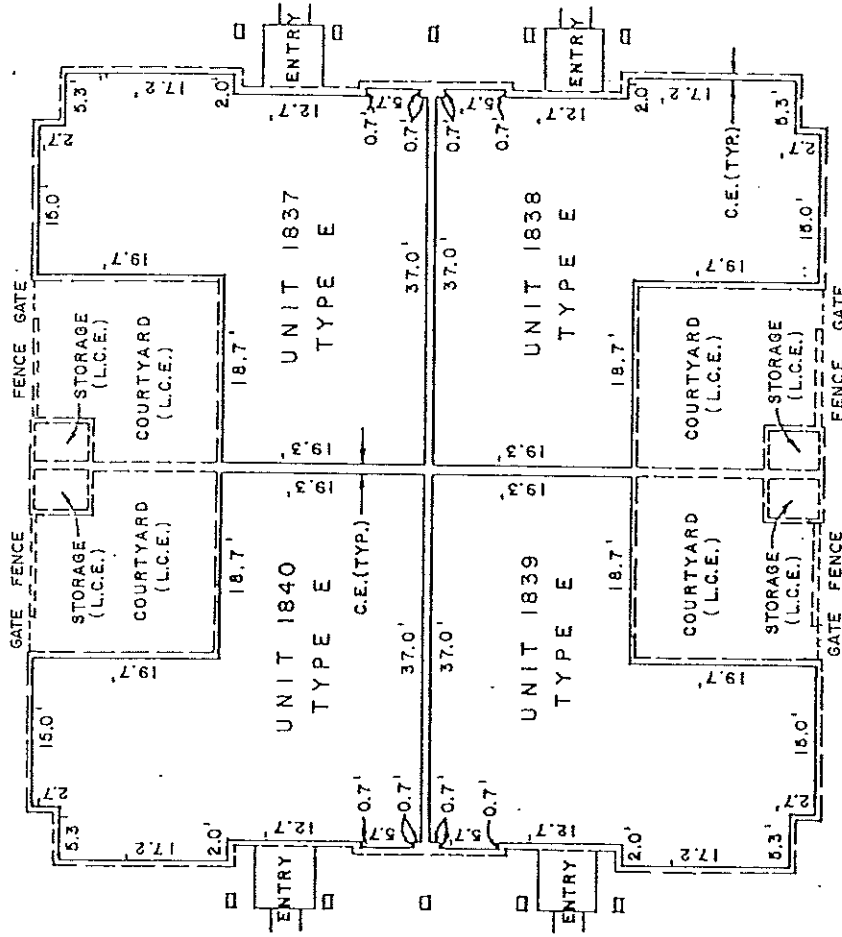
- (C.E.) INDICATES UNIT BOUNDARIES
- (L.C.E.) INDICATES COMMON ELEMENTS
- (S.T.R.) INDICATES UNITED COMMON ELEMENTS
- (S.T.R.) INDICATES STORAGE
- (B.A.L.C.) INDICATES BALCONY
- (M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

C.C.L. CONSULTANTS, INC. 2400 N.W. 11th Avenue, Suite 100 Fort Lauderdale, Florida 33309	
PROJECT NO. 99-05	DATE 7-17-85
BUILDING 5	

OFF 13373Pg 393



# EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF BAYWOOD VILLAGE I - "A" A CONDOMINIUM BUILDING 6



## LEGEND

INDICATES UNIT BOUNDARIES  
INDICATES COMMON ELEMENTS  
INDICATES UNITS COMMON ELEMENTS  
INDICATES STORAGE  
INDICATES BALCONY  
INDICATES MEAN SEA LEVEL ELEVATION

OFF 13373PG 394

## NOTES

- THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY: UNIT BUILDERS (FLORIDA) INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.
- ALL WALLS ARE 6" THICK, UNLESS OTHERWISE NOTED.
- ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
- FOR FURTHER INFORMATION REGARDING BOUNDARIES OF THIS UNIT, REFER TO THE DECLARATION OF THIS CONDOMINIUM.

## DESCRIPTION OF COMMON ELEMENTS

- ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNIT, ARE PARTS OF THE COMMON ELEMENTS.
- ALL BUILDING WALLS TO THE UNFINISHED SURFACE OF SAND WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- ALL CONDUITS AND PIPES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- THE COMMON ELEMENTS ARE SUBJECT TO ELEVATION EXAMINATIONS SET FORTH IN THE DECLARATION INCLUDING HEIGHTS AND ACCESS TO PUBLIC WAYS.
- THE DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

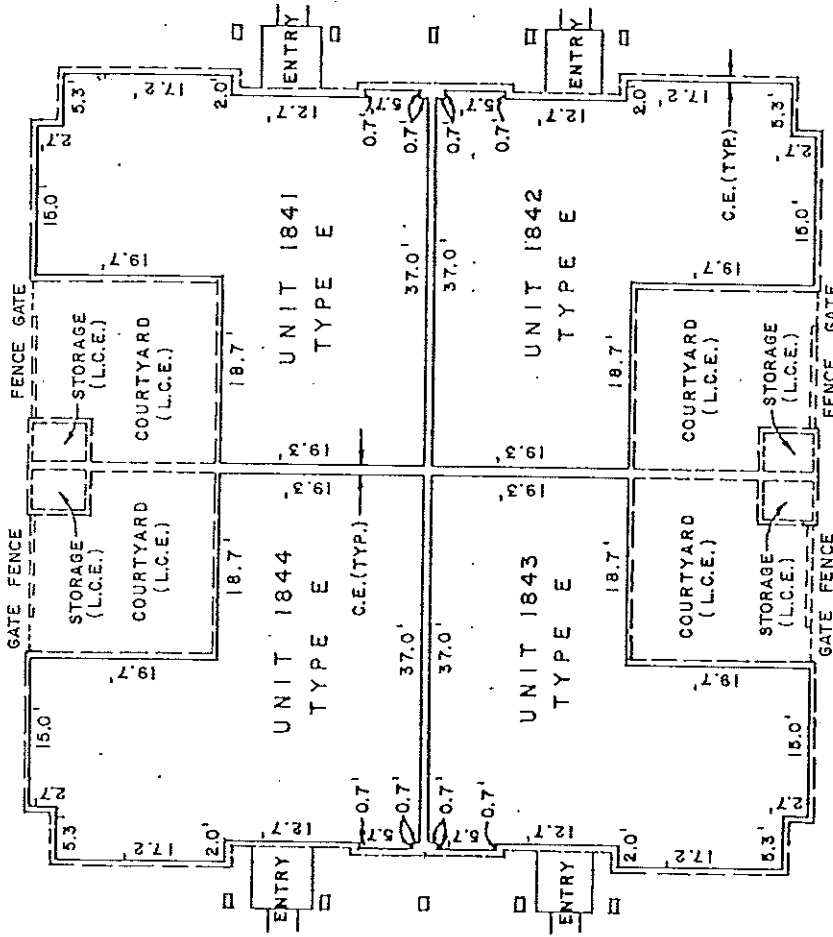
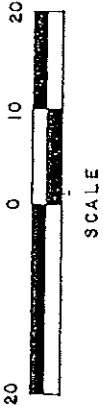
## LEGEND

- INDICATES UNIT BOUNDARIES  
INDICATES COMMON ELEMENTS  
INDICATES UNITS COMMON ELEMENTS  
INDICATES STORAGE  
INDICATES BALCONY  
INDICATES MEAN SEA LEVEL ELEVATION

C.C.L. CONSULTANTS, INC.

BAYWOOD VILLAGE I - "A"  
A CONDOMINIUM  
BUILDING 6  
7-17-85  
10/14

# EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF **BAYWOOD VILLAGE I - "A" A CONDOMINIUM** **BUILDING 7**



**FLOOR PLAN**  
 MINIMUM UPPER LIMITS OF UNIT 31.9' M.S.L. ELEV.  
 MINIMUM LOWER LIMITS OF UNIT 14.50 M.S.L. ELEV.

OFF 13373Pg 395

## **NOTES**

1. THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY: UNITO CONSTRUCTION, INC. FOR ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.
2. ALL WALLS ARE 6" THICK, UNLESS OTHERWISE NOTED.
3. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
4. FOR FURTHER INFORMATION REGARDING BOUNDARIES OF THIS UNIT, REFER TO THE DECLARATION OF THIS CONDOMINIUM.

## **DESCRIPTION OF COMMON ELEMENTS**

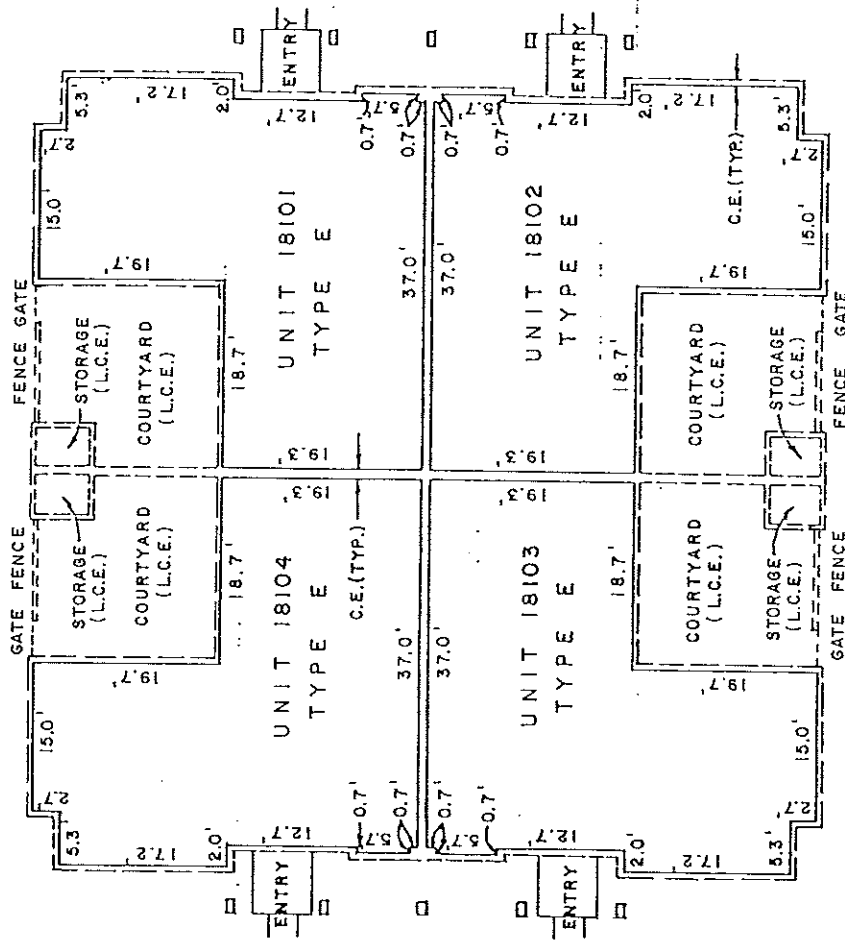
1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.
2. ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS OF THE COMMON ELEMENTS, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO EXISTING EASEMENTS SET FORTH IN THE DECLARATION INCLUDING ROADS AND EASEMENTS TO PUBLIC WAYS.
5. THE DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

## **LEGEND**

- (G.C.) INDICATES UNIT BOUNDARIES
- (L.C.E.) INDICATES COMMON ELEMENTS
- (STR.) INDICATES UNITED COMMON ELEMENTS
- (B.A.L.C.) INDICATES STORAGE
- (B.A.L.C.) INDICATES BALCONY
- (M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

<b>C.C.L. CONSULTANTS, INC.</b> ENGINEERS SURVEYORS 13373 Pg 395	
PROJECT NO. 13373 SHEET NO. 395	DATE 7-17-82 DRAWN BY J. A. 11 CHECKED BY J. A. 11

# EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF **BAYWOOD VILLAGE I - "A" A CONDOMINIUM** **BUILDING 16**



## **FLOOR PLAN**

UPPER LIMITS OF UNIT 22.93 M.S.L. ELEV.  
 LOWER LIMITS OF UNIT 14.88 M.S.L. ELEV.

OFF 13373Pg 396

### **NOTES**

1. THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY: UNITO BUILDING (LONDON) INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY C.C.L. CONSULTANTS, INC.
2. ALL WALLS ARE 6" THICK, UNLESS OTHERWISE NOTED.
3. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
4. FOR FURTHER INFORMATION REGARDING BOUNDARIES OF THIS UNIT, REFER TO THE DECLARATION OF THIS CONDOMINIUM.

### **DESCRIPTION OF COMMON ELEMENTS**

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNIT, ARE PARTS OF THE COMMON ELEMENTS.
2. ALL BOARDING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL CONDUITS AND WIRING TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS, CONDUITS AND WIRING, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO REPAIR, MAINTENANCE, SET FORTH IN THE DECLARATION INCLUDING ACCESS AND EGRESS TO PUBLIC WAYS.
5. THE DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

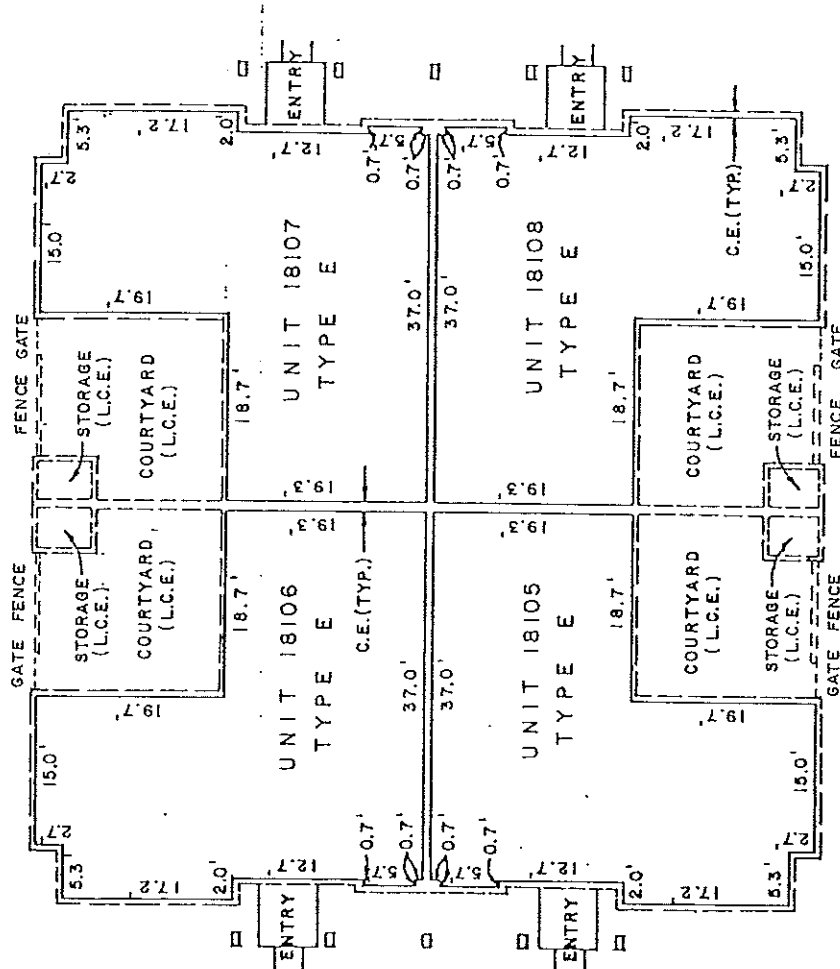
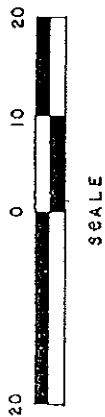
### **LEGEND**

- (C.E.) INDICATES UNIT BOUNDARIES
- (L.C.E.) INDICATES COMMON ELEMENTS
- (STR.) INDICATES UNITED COMMON ELEMENTS
- (WALL) INDICATES STORAGE
- (WALL) INDICATES WALKWAY
- (M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

		<b>C.C.L. CONSULTANTS, INC.</b> 1100 N. W. 10th Ave., Suite 100 Fort Lauderdale, Florida 33304	
<b>BAYWOOD VILLAGE I - "A"</b> A CONDOMINIUM		7-17-85 12.14	
ENGINEERS SURVEYORS 1100 N. W. 10th Ave., Suite 100 Fort Lauderdale, Florida 33304		1100 N. W. 10th Ave., Suite 100 Fort Lauderdale, Florida 33304	

# EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF **BAYWOOD VILLAGE I - "A" A CONDOMINIUM**

## **BUILDING 17**



### **FLOOR PLAN**

UPPER LIMITS OF UNIT 22.79 M.S.L. ELEV.  
 LOWER LIMITS OF UNIT 14.79 M.S.L. ELEV.

OFF 13373PG 397

#### **NOTES**

1. THIS PLAN IS DERIVED FROM PLANS AND DATA FURNISHED BY: WINTO BUILDERS (CONDOMINIUM DEVELOPER) AND C.C.L. CONSULTANTS, INC. (ARCHITECT) FOR SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY.
2. ALL WALLS ARE 8" THICK, UNLESS OTHERWISE NOTED.
3. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
4. FOR FURTHER INFORMATION REGARDING DIMENSIONS OF THIS UNIT, REFER TO THE DECLARATION OF THIS CONDOMINIUM.

#### **DESCRIPTION OF COMMON ELEMENTS**

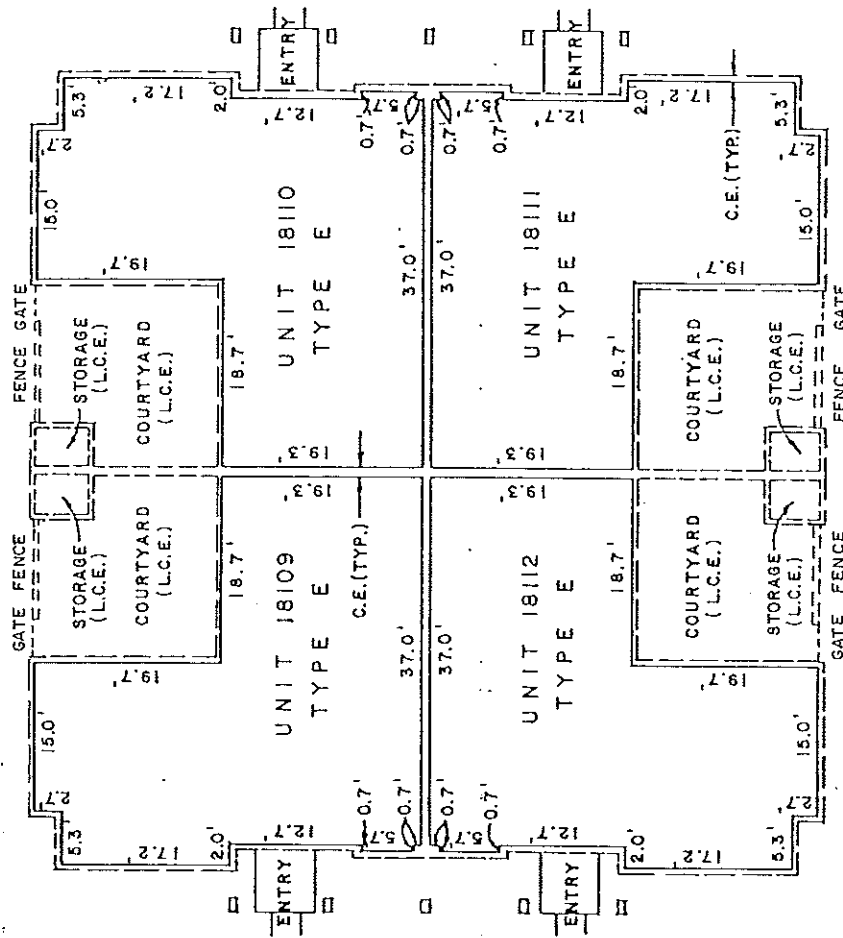
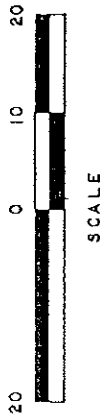
1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT ARE COMMON ELEMENTS.
2. ALL REAR WALLS AND THE UNFINISHED SURFACE OF SHU WALLS LOCATED WITHIN UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL EXPOSURE, ROOF, OUTLET, AND OTHER UNIT, UNITS, TO OUTLETS AND ALL WASTE PIPES, REGARDS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CHANGES AND MODIFICATIONS BY THE DECLARATION INCLUDING REVISIONS AND CORRECTIONS TO PUBLIC WORKS.
5. THE DEFINITIONS SET FORTH IN THE DECLARATION ARE UNQUALIFIED HEREIN.

#### **LEGEND**

- (C.E.) INDICATES UNIT BOUNDARIES
- (L.C.E.) INDICATES COMMON ELEMENTS
- (E.T.R.) INDICATES LIMITED COMMON ELEMENTS
- (B.A.L.C.) INDICATES BALCONY
- (U.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

C.C.L. CONSULTANTS, INC.	
PROJECT NO.	2023
DATE	7-17-85
BAYWOOD VILLAGE I - "A"	
A CONDOMINIUM	
BUILDING 17	
13 of 14	

# EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF **BAYWOOD VILLAGE I - "A" A CONDOMINIUM** BUILDING 18



**FLOOR PLAN**  
 UPPER LIMITS OF UNIT 23.00 M.S.L. ELEV.  
 LOWER LIMITS OF UNIT 15.00 M.S.L. ELEV.

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## **NOTES**

- THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY: HINTO BUILDERS (FLORIDA) INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.
- ALL WALLS ARE 8" THICK, UNLESS OTHERWISE NOTED.
- ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
- FOR FURTHER INFORMATION REGARDING BOUNDARIES OF THIS UNIT, REFER TO THE DECLARATION OF THIS CONDOMINIUM.

## **DESCRIPTION OF COMMON ELEMENTS**

- ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY, NOT WITHIN ANY UNIT OR UNIT, ARE PARTS OF THE COMMON ELEMENTS.
- ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAND WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- ALL CONDUITS AND WIRING TO OUTLETS, ALL OTHER UTILITY UNITS TO OUTLETS AND ALL WASTE PIPES, RELOCATIONS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN ELEMENTS SET FORTH IN THE DECLARATION INCLUDING INDEMNITY AND OBLIGATIONS TO MAINTAIN.
- THE DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

## **LEGEND**

- (C.C.) INDICATES UNIT BOUNDARIES
- (L.C.E.) INDICATES COMMON ELEMENTS
- (S.T.R.) INDICATES UNITS COMMON ELEMENTS
- (S.T.R.) INDICATES STORAGE
- (S.T.R.) INDICATES BALCONY
- (M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

C.C.L. CONSULTANTS, INC.	
PROJECT NO.	7-17-85
DATE	7-17-85
BAYWOOD VILLAGE I - A	
A CONDOMINIUM	
BUILDING 18	
SHEET 18	

86196823

DECLARATION OF CONDOMINIUM

-of-

BAYWOOD VILLAGE I - "B", A CONDOMINIUM

Return to: Gold Coast Title Co.  
75 S. E. 3rd Street  
Boca Raton, Florida 33432

Prepared by the Office of:  
HOLLAND & KNIGHT  
By: Irwin J. Fayne, Esq.  
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110 East Broward Boulevard  
Sixteenth Floor  
Fort Lauderdale, Florida 33301

Return to: Gold Coast Title Co.  
75 S. E. 3rd Street  
Boca Raton, Florida 33432

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- A. Legal Description
- B. Plot Plan and Survey
- C. Articles of Incorporation
- D. By-Laws
- E. Easement Property

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# DECLARATION OF CONDOMINIUM

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## BAYWOOD VILLAGE I - "B", A CONDOMINIUM

MINTO BUILDERS (FLORIDA), INC., a Florida corporation ("Developer"), being the owner of the fee simple title to the property described in Exhibit "A" attached hereto, for itself, its successors, grantees and assigns, hereby submits said property, improvements thereon and appurtenances thereto to condominium ownership pursuant to Chapter 718 of the Florida Statutes ("Condominium Act"), as enacted upon date of recordation hereof.

All the restrictions, reservations, covenants, conditions, easements and limitations of record contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein, and shall be binding upon all Unit Owners as hereinafter defined. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the By-Laws of the Association hereinafter defined. Both the benefits provided and the burdens imposed shall run with each Unit and the interests in Common Elements as defined herein.

### 1. DEFINITIONS.

As used in this Declaration, in the Articles of Incorporation and in the By-Laws attached hereto, and in all amendments thereto, unless the context requires otherwise:

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

B. "Association" or "Corporation" means Baywood Village I Condominium Association, Inc., the nonprofit Florida corporation responsible for the operation of the Condominium.

C. "Board of Administration" means the board of directors or other representative body responsible for the administration of the Association.

D. "Articles" and "By-Laws" means the Articles of Incorporation and the By-Laws of the Association as they exist from time to time.

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E. "Common Elements" means that portion of the Condominium Property not included in the Units. Common Elements shall include the tangible personal property required for the maintenance of the Commons Elements and Limited Common Elements even though owned by the Association.

F. "Common Expenses" means the expenses of administration, maintenance, operation, repair and replacement of the Condominium Property, other expenses declared by the Association or this Declaration to be Common Expenses and any other valid expenses or debts of the condominium as a whole or the Association which are assessed against the Unit Owners.

G. "Common Surplus" means the excess of all receipts of the Association, including but not limited to Assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses.

H. "Condominium Building" means the structures which comprise that part of the Condominium Property within which the Units are located.

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

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

K. "Declaration" or "Declaration of Condominium" means this instrument as it may from time to time be amended.

L. "Developer" means Minto Builders (Florida), Inc., a Florida corporation, and its successors and assigns.

M. "Limited Common Elements" means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units.

N. "Mortgagee" means a bank, the Developer, savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional type lender or its loan correspondent, or agency of the United States Government, which owns or holds a mortgage encumbering a Condominium Parcel. "Mortgagee" also includes Federal National Mortgage Association.

O. "Operation" or "Operation of the Condominium" means and includes the operation, administration and management of the Condominium Property.

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P. "Unit" or "Apartment" means a part of the Condominium Property which is to be subject to private ownership, as designated in this Declaration, which shall consist of land and/or improvements.

Q. "Unit Owner", "Apartment Owner", or "Owner of a Unit" means the owner of a Condominium Parcel as shown by the real estate records in the office of the Clerk of Broward County, Florida, whether such Owner be the Developer, one or more persons, firms, associations, corporations or other legal entities. "Owner" shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

R. "Utility Service" as used in the Condominium Act, construed with reference to this Condominium, and as used in this Declaration, the Articles and the By-Laws shall include, but not be limited to, electric power, gas, hot and cold water, trash and sewage disposal.

S. "The Condominium" or "this Condominium" means Baywood Village I - "B", a Condominium.

2. CONDOMINIUM NAME, CONDOMINIUM PARCELS, APPURTENANCES, POSSESSION AND ENJOYMENT.

A. The name of this Condominium is BAYWOOD VILLAGE I - "B", A CONDOMINIUM.

B. There shall pass with each Unit as appurtenances thereto:

- (1) An undivided share in the Common Elements.
- (2) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.
- (3) An undivided share in the Common Surplus.
- (4) Membership of the Unit Owner in the Association.
- (5) The use of such parking space or spaces as may be assigned for the Unit Owner's exclusive use.
- (6) The use of such storage locker or lockers, if any, as may be assigned for the Unit Owner's exclusive use.

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C. Each Unit Owner is entitled to the exclusive possession of his Unit subject to the provisions of this Declaration. He shall be entitled to the use of the Common Elements, in accordance with the provisions of this Declaration and the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners. There shall be a joint use of the Common Elements and a mutual easement for that purpose is hereby created.

D. Each Unit is identified by a specific numerical designation as set forth in Exhibit "B" attached hereto. In horizontal dimension, each Unit consists of the area bounded by the unfinished interior surfaces of the perimeter walls of each such Unit. In vertical dimension, each Unit consists of the space between the top of the unfinished concrete floor and the bottom of the unfinished ceiling of each such unit. Each Unit Owner shall not own the undecorated or unfinished surfaces of the perimeter walls, floors, and ceilings surrounding his Unit, nor shall he own pipes, wires, conduits or other utility lines running through his Unit which are utilized for or serve more than one Unit, which items are hereby made a part of the Common Elements. Said Owner, however, shall own the walls and partitions which are contained within his Unit and inner decorated or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint and wallpaper.

E. Each Unit Owner shall own and be responsible for the maintenance, repair and replacement of all components for the individual air conditioning unit which services his Unit.

F. "Time share estates" may not be created in any Unit by any person or entity other than the Developer. As used herein, "time share estates" includes any arrangement, plan, scheme or similar device, whether by membership agreement, tenancy in common, interval ownership, sale, lease, deed, rental agreement, license or right-to-use agreement, whereby an owner of the time share estate receives a right to the use of a Unit and the Common Elements for a period of not less than seven (7) days during any given year and which extends for a period of more than three (3) years.

G. Subject to the provisions of Article 20. of this Declaration, Units shall only be used as single-family residences by the Owners thereof, their family members and guests in accordance with rules and regulations of the Association.

### 3. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

A. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

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B. A share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

C. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie.

#### 4. COMMON ELEMENTS.

A. Common Elements include the following:

(1) The land on which the improvements are located and any other land included in the Condominium Property, whether or not contiguous.

(2) Any portion of the Condominium Property which is not included within the Units.

(3) Easements through Units for conduit ducts, plumbing, wiring and other facilities for the furnishing of Utility Services to Units and the Common Elements.

(4) An easement of support which is hereby created in every portion of a Unit which contributes to the support of a Condominium Building.

(5) The property and installations required for the furnishing of Utility Services and other services to more than one Unit, the Common Elements or a Unit other than the Unit containing the installation.

(6) The easement described in Paragraph 19.F. of this Declaration.

B. The undivided share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit is 1/56.

#### 5. LIMITED COMMON ELEMENTS.

A. There may be Limited Common Elements appurtenant to Units in this Condominium, as reflected by the plot plan and survey attached as Exhibit "B" hereto, which shall include, but not be limited to, patios, balconies, parking spaces, and storage lockers which are specifically designated and delineated. These Limited Common Elements are reserved for the use of the Units to which they are appurtenant or assigned to the exclusion of other Units, and there shall pass with a Unit as an appurtenance thereto the exclusive right to use the Limited Common Elements so appurtenant or assigned.

B. Any expenses of maintenance, repair or replacement of Limited Common Elements shall be treated and paid for as a part

of the Common Expenses (except that any maintenance, repairs or replacements caused by an individual Unit Owner shall be assessed against the individual Unit Owner). Parking spaces, storage lockers, if any, and exterior surfaces of patios and balconies, not including any enclosure constructed thereon by a Unit Owner, shall be treated as Common Elements for this purpose.

6. DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP.

A. The legal description of the land hereby submitted to condominium ownership is set forth in Exhibit "A" attached hereto and made a part hereof.

B. Exhibit "B" attached hereto and made a part hereof is a survey of said land, a graphic description of the improvements in which Units are located, and a plot plan thereof.

C. The identification, location and dimensions of each Unit and the Common Elements appear on Exhibit "B". Together with this Declaration, Exhibit "B" includes sufficient detail to identify the Common Elements and each Unit and provides accurate representations of their locations and dimensions.

7. AMENDMENT TO PLANS.

A. Developer reserves the right to change the interior design and arrangements of all Units, to alter the boundaries between the Units and to combine two or more Units to form a single Unit so long as any Unit so altered has not been conveyed by the Developer to a Unit Owner.

B. The Amendment of this Declaration reflecting such authorized alteration of plans by Developer need be signed and acknowledged only by the Developer, and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not their joinder is elsewhere required for other amendments.

8. AMENDMENT OF DECLARATION.

A. This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of more than fifty percent (50%) of the Units. All amendments shall be evidenced by a certificate executed as required by the Condominium Act and recorded among the Public Records of Broward County, Florida, provided, however, that except as otherwise provided in this Declaration:

(1) Subject to the provisions of Article 7 above, no amendment shall change the configuration or the size of any Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportional per-

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centage by which a Unit Owner shares the Common Expenses and owns the Common Surplus unless the record owner thereof and all record owners of liens thereon shall join in the execution of such amendment; and

(2) No amendment shall be passed which shall impair or prejudice the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee.

(3) No amendment shall be passed which shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer.

(4) Any amendment which would affect the surface water management system, including water management portions of the Common Elements, shall not be passed without the prior written approval of the South Florida Water Management District.

B. Notwithstanding anything to the contrary herein, the Developer reserves the exclusive right to amend the Declaration and any Exhibits hereto, which exclusive rights shall continue for such period of time as the Developer shall be in control of the Association; provided, however, that no such amendment by the Developer shall impair or prejudice the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee. Such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not elsewhere required for amendments.

C. Invalidation of any part of this Declaration, any provision contained in any plat of the Condominium Property or in a conveyance of a Unit in the Condominium by judgment, court order or law shall not affect any of the other provisions hereof which shall remain in full force and effect.

#### 9. THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

A. The operation of the Condominium shall be vested in the Association. The Association has been organized as a nonprofit Florida corporation and a copy of its Articles of Incorporation are attached hereto and made a part hereof as Exhibit "C".

B. No Unit Owner, except an officer or director of the Association, shall have any authority to act for the Association.

C. All Unit Owners shall automatically be members of the Association, and a Unit Owner's membership shall terminate when he no longer owns his Unit.

D. Unit Owners shall be entitled to one (1) vote for each Unit owned in accordance with the voting privileges set forth in

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the Articles and By-Laws. Multiple owners of a Unit shall collectively be entitled to one (1) vote for said Unit in accordance with voting privileges set forth in the Articles and By-Laws. There shall be no cumulative voting.

E. The powers and duties of the Association shall include those set forth in the Articles, the By-Laws, the Condominium Act, and this Declaration and shall include, but not be limited to, the following:

(1) The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or accessible therefrom or another Unit or at any hour for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

(2) The power to levy and collect Assessments from unit owners and to lease, maintain, repair and replace the Common Elements.

(3) The keeping of accounting records in accordance with good accounting practices and the Condominium Act which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives.

(4) The power to enter into contracts with others for the maintenance, management, operation, repair and servicing of the Condominium Property. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain, preserve, repair and replace the Common Elements, but shall not relieve each Unit Owner from his personal responsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit Owner, by his acceptance of the deed to his Unit, shall bind himself, his heirs, personal representatives, successors and assigns to any management contract, to the same extent and effect as if he had executed such contract for the purposes herein expressed including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said contract, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable and agreeing that the persons acting as directors and officers of the Association entering into such a contract have not breached any of their duties or obligations to the Association by virtue of the execution of said contract. The management contract, if any, and the acts of the Board of Administration and Officers of the

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Association in entering into such agreement, are hereby ratified, confirmed, approved and adopted.

(5) The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations; provided, however, that no rule or regulation shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer.

(6) The power to purchase units in the Condominium and to acquire, hold, lease, mortgage and convey the same.

(7) The power to obtain and maintain adequate insurance to protect the Association and the Common Elements.

F. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds of the Mortgagees (based upon one vote for each first mortgage owned), or Owners (other than the Developer) have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission seek to abandon or terminate the Condominium;

(2) Change the pro rata interest or obligations of any individual Unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rata share of ownership of each Unit in the Common Elements;

(3) Partition or subdivide any Unit;

(4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Owners shall not be deemed a transfer within the meaning of this clause.);

(5) Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of such portion.

#### 10. BY-LAWS.

The administration of the Association and the operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "D". No modification of or amendment to these

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By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel.

11. MAINTENANCE: LIMITATION UPON IMPROVEMENT.

A. The maintenance of the Common Elements shall be the responsibility of the Association; provided, however, that the Association shall not be responsible for the maintenance of any air conditioning compressor that serves a particular Unit, which responsibility shall, instead, be borne solely by the Owner of such Unit.

B. There shall be no material alteration or substantial addition to the Common Elements or Limited Common Elements except in the manner provided herein.

C. No Unit Owner shall make any alterations in the portions of the improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would jeopardize the safety or soundness of the building containing his Unit or impair any easement.

 D. No fence, wall, gate or other structure may be erected, installed, maintained or removed on the Condominium Property until the design, construction, specifications and a plan showing the location of the structure have been approved in writing by the Board of Administration (or an architectural review committee appointed by it) as to quality, design and materials, in harmony with existing structures, and as to location with respect to topography and finished grade elevation. Such approval of the Board of Administration (or its designee) shall not be required in the event that the Board of Administration (or its designee) fails to give such approval within thirty (30) days after receipt of a written request for same. In no event will such approval be unreasonably withheld nor will any charge be made therefor. Nothing contained in this paragraph shall be construed to lessen the obligation of any Owner to make prompt application for and obtain all necessary governmental permits and other approvals with respect to any such structure. The provisions of this paragraph shall not apply to the Declarant.

12. COMMON EXPENSES AND COMMON SURPLUS.

A. Common Expenses shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expenses

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by the Condominium Act, this Declaration or the By-Laws. Common Expenses shall also include assessments due by Unit Owners to the Master Association, which assessments shall be paid by the Association.

B. Common Expenses shall be assessed against Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration.

C. Common Surplus, if any, shall be owned by Unit Owners in a proportion equal to those proportions of ownership in the Common Elements as provided in this Declaration.

13. ASSESSMENTS: LIABILITY, LIENS, PRIORITY, INTEREST AND COLLECTIONS.

A. The Association, through its Board of Administration, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association, the Assessments shall include monies required for the payment of hazard and liability insurance premiums. The annual Assessment shall initially be payable in advance, quarterly, on the first day of each such quarter; however, the Board of Administration shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy special assessments against Units in their respective percentages if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been guaranteed by the Developer. The Board of Administration of the Association may, but shall not be required to, include sums to establish reasonable reserves against future contingencies in each annual Assessment.

B. A Unit Owner, regardless of the manner in which he acquired title to his unit including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments while he is the owner of a Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the Common Expenses up to the time of such voluntary conveyance. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, services or recreation facilities, or by abandonment of the Unit against which the Assessment was made.

C. Assessments and installments thereof not paid when due shall bear interest from the due date until paid at the maximum rate allowed under Florida law.

D. The Association shall have a lien upon each Condominium Parcel to secure the personal obligation of each Unit Owner

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thereof for any unpaid Assessment and interest thereon. Such lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien. The lien shall be evidenced by a claim recorded among the Public Records of Broward County, Florida, in the manner provided by the Condominium Act, and shall be effective from and as of the time of such recording, but such lien shall be subordinate to the lien of any Mortgagee. The Board of Administration may take such action as it deems necessary to collect Assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the best interest of the Association. Said liens shall have the priorities established by the Condominium Act.

E. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Condominium Parcel and the court may appoint a receiver to collect the Assessments which are the subject of said proceeding. The Association may bid in the Condominium Parcel at foreclosure sale and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Condominium Parcel so acquired.

F. If the holder of a mortgage of record or other purchaser of a Unit obtains title to the Condominium Parcel as a result of foreclosure of said first mortgage, or accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure, except for any portion thereof secured by a claim of lien for Assessments that was recorded prior to a recording of the foreclosed mortgage. Any such unpaid share of Common Expenses or Assessments shall be deemed to be a Common Expense, collectible from all Unit Owners, including such acquirer, his successors and assigns. A mortgagee or other purchaser acquiring title to a Condominium Parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

G. Any person who acquires an interest in a Unit except as specifically provided in the preceding subparagraph shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments due and owing from the former owner have been paid.

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H. The Association, acting by and through its Board of Administration, shall have the right to assign its claim for any unpaid Assessments and the lien securing said claim to the Developer or to any Unit Owner, group of Unit Owners or any third party.

I. Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees as set forth in the Condominium Act.

J. Except as provided in subparagraph F above and in this subparagraph, no Unit Owner other than the Developer as expressed below may be excused from the payment of his proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment. In accordance with the provisions of section 718.116 of the Condominium Act, the Developer shall be excused from the payment of annual assessments until such period of time as Developer shall cease to control the Association or a period of 12 months following recordation of this Declaration, whichever event occurs first ("Guaranty Period") since, during the Guaranty Period, the Developer guarantees that annual assessments shall not increase over the amounts set forth in the Estimated Operation Budget of the Condominium for the first year of operation. During the Guaranty Period, the Developer shall contribute an amount of money to the Association sufficient to eliminate any deficit between assessments collectible from Owners and the actual expenses of the Association.

#### 14. TERMINATION OF CONDOMINIUM.

A. If all Unit Owners and the holders of all liens and mortgages upon all of the Condominium Parcels execute and duly record an instrument terminating the Condominium Property, or if "major damage" occurs as defined hereinafter and subject to Article 23, subparagraph A(2)(b) below, the Condominium Property shall be removed from the provisions of the Condominium Act and thereafter owned in common by the Unit Owners. The undivided interest in the Property owned in common by each Unit Owner shall then be the percentage of the undivided interest previously owned by such Owner in the Common Elements, and any liens which encumbered any Condominium Parcel shall be transferred to said undivided interest of the Unit Owner in the Property.

B. If the Owners of at least 85% of the Common Elements elect to terminate, they shall have the option to buy the Units of the other Unit Owners for a period of sixty (60) days from the date of the meeting wherein the election to terminate was taken. The purchase price shall be the fair market value of the Units as of the date of said meeting as determined by arbitration under the rules of the American Arbitration Association. The price shall be paid in cash within thirty (30) days of the determination of the same.

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15. EQUITABLE RELIEF.

In the event of "major damage" to or destruction of all or a substantial part of the Condominium Property and if the Property is not repaired, reconstructed or rebuilt within a reasonable period of time, any Unit Owner shall have the right to petition a court of competent jurisdiction for equitable relief which may, but need not, include termination of the Condominium and partition.

16. LIMITATION OF LIABILITY.

A. The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed against him from time to time in accordance with the Condominium Act, this Declaration, the Articles and the By-Laws.

B. A Unit Owner may be personally liable for any damages caused by the Association in connection with the use of the Common Elements, but only to the extent of his pro rata share of that liability in the same percentage as his interest in the Common Elements and in no event shall said liability exceed the value of his Unit. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house or any other property owner would be liable for such an occurrence.

C. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have a right to intervene and defend.

17. LIENS.

A. With the exception of liens which may result from the initial construction of this Condominium or provided for in this Article, no liens of any nature shall arise or be created subsequent to the recording of this Declaration against the Condominium Property (as distinguished from individual Units) without the unanimous consent of the Unit Owners.

B. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to his Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event, the same may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners thereof are liable for Common Expenses.

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C. In the event a lien against two or more Condominium Parcels becomes effective, each owner thereof may release his Condominium Parcel from the lien by paying the proportionate amount attributable to his Condominium Parcel. Upon such payment, it shall be the duty of the lienor to release the lien of record from such Condominium Parcel.

#### 18. REMEDIES FOR VIOLATION.

Each Unit Owner, his family, invitees and tenants, shall be governed by and conform to this Declaration, the Articles, the By-Laws and the rules and regulations of the Association. Failure to do so shall entitle the Association or any other Unit Owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

#### 19. EASEMENTS.

A. Owners of Units shall have, as an appurtenance to their Units, a perpetual easement for ingress and egress to and from their Units over and upon stairs, elevators, terraces, balconies, walks and other Common Elements intended for such purposes.

B. The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Condominium Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

C. The Condominium Property shall be subject to such easements for utilities as may be determined by the Developer or required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the land of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. To the extent that the creation of any such utility easements require the joinder of Unit Owners, the Developer by its duly authorized officers may,

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as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

D. The Developer hereby reserves unto itself an easement over the Condominium Property exclusive of any Units not owned by it for any activity that Developer determines in its sole discretion to be necessary to consummate the sale, lease or rental of any Unit including, but not limited to, the right to maintain models, post signs, use employees in the models or permit use of the Common Elements for marketing purposes. Further, such activities are hereby expressly authorized and permitted.

E. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths and walks and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes. Such easements shall be for the use and benefit of the members of the Association and the Township Community Master Association, Inc., as well as the invitees of such members; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

F. Developer hereby grants to Association, for the use and benefit of the Unit Owners, a temporary and non-exclusive easement for parking, ingress and egress over the lands described in Exhibit "E" attached hereto (the "Easement Property"). Developer reserves the right, in its sole discretion, to modify, enlarge, diminish, terminate or relocate the rights granted by this paragraph so long as Developer provides Association and its members with access from the Condominium to a dedicated right-of-way. This easement shall automatically be deemed modified or terminated, as the case may be, at any time that Developer shall (i) submit any portion of the Easement Property to the condominium form of ownership, or (ii) convey any portion of the Easement Property. Said non-exclusive easement shall be deemed to be Common Elements of the Condominium.

## 20. SALE OR LEASE.

Until such time as the Developer has relinquished control of the Association, the Developer shall have the option to purchase any Unit upon the same terms and conditions as are offered by the Unit Owner to any third person. Prior to the sale or transfer of

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any Unit to any person other than the transferor's spouse or member of his immediate family or wholly owned corporation, the Unit Owner shall notify the Developer in writing of the name and address of the person to whom the proposed sale or transfer is to be made, the terms and conditions thereof together with a copy of the agreement for such sale or transfer and such other information as may reasonably be required by the Developer. Failure to do so shall be deemed a breach hereof, and any sale or transfer in contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser or transferee. If the proposed sale is bona fide and the Developer exercises its option with respect to same, the Developer shall, within ten (10) days after its receipt of said notice and such supplemental information as it may reasonably require, deliver to the Unit Owner the deposit required under the terms of such agreement and shall then be obligated to close the sale of the Unit in accordance with the terms and conditions thereof. Failure of the Developer to exercise the said option shall be stated in a certificate executed by the Developer, which shall be recorded in the Public Records of Broward County, Florida, ~~by~~ and at the expense of the proposed purchaser or transferee. ~~Units~~ <sup>Units</sup> shall not be leased without the prior written approval of the Association. The Association has the right to require that a substantially uniform form of lease be used. No lease shall be for a period of less than six (6) months, and the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Subleases of Units are prohibited. Units shall not be leased more than once in any six (6) month period. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue. The Association must either approve or disapprove a lease within ten (10) days after its receipt of a request for such approval, which request shall be accompanied by such information as the Board may reasonably require. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee. If the Association fails to give the Unit Owner written notice of its approval or disapproval of the proposed lease, the proposed lease shall be deemed approved. The provisions of this subparagraph shall not be applicable to the Developer. Notwithstanding anything herein or any rule or regulation of the Association to the contrary, the Developer as well as any person approved in writing by the Developer shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Units owned by the Developer or such person, as the case may be, for any period and under any terms to any lessees, purchasers or transferees without the consent of any person including the Association being required. The provisions of this paragraph may not be amended without consent of the Developer.

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## 21. ENFORCEMENT OF MAINTENANCE.

In the event that a Unit Owner fails to maintain his Unit as required herein or otherwise violates the provisions hereof, the Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to restore the Unit to good condition, to collect such Assessment and have a lien for same as is otherwise provided herein. The Association shall have the right, before or after any such Assessment, to have its employees or agents enter the Unit and do the work necessary to enforce compliance with the above provisions. Unit Owners may also be individually assessed for any damage to the Common Elements or Limited Common Elements which may be caused by such Owners, their family, lessees or guests.

## 22. INSURANCE.

A. Purchase of Insurance. The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in a company with an "A+10" rating or better in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees.

(1) Provision shall be made for the issuance of Mortgagee endorsements and memoranda of insurance to Mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter described, and all policies and endorsements thereon shall be deposited with the Insurance Trustee.

(2) For purposes of this and the following Article, all buildings constituting the Condominium, as described in Exhibits "A" and "B" attached hereto, shall collectively be deemed one Building and shall include any additional buildings as a part thereof which may hereafter become a part of this Condominium.

### B. Coverage.

(1) Casualty. All buildings and improvements upon the Property described in Exhibit "A" attached hereto shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its maximum insurable replacement value, said

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value to be determined annually by the Board of Administration. Such coverage shall afford protection against:

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

(b) Such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the buildings described in this subparagraph B including, but not limited to, vandalism and malicious mischief.

(2) Public liability in such amounts and with such coverage as shall be required by the Board of Administration, including, but not limited to, hired automobile and nonowned automobile coverages, including a cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(3) Worker's compensation insurance meeting all the requirements of the laws of Florida.

(4) Directors and officers liability insurance, if available.

(5) Such other insurance as the Board of Administration shall determine from time to time to be desirable including without limitation such insurance as may be required by any agency of the United States government which holds a first mortgage encumbering a Unit or insures to the holder thereof the payment of the same.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be assessed by the Association against the Unit Owners as part of the Common Expenses.

D. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee which shall be designated by the Board of Administration. The Insurance Trustee shall not be liable for payment of premiums, the renewal or the sufficiency of policies or the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their Mortgagees in the following shares, which shares need not be set forth on the records of the Insurance Trustee:

(1) Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner,

such share being the same as the undivided share in the Common Element appurtenant to his Unit.

(2) Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(a) When the Condominium Building is to be restored, for the owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, which cost shall be determined by the Association.

(b) When the Condominium Building is not to be restored, an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(3) Mortgages. In the event a Mortgagee endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

E. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed in the following manner:

(1) Expense of the Trustee. All expenses of the Insurance Trustee shall be paid first or provision made therefor.

(2) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

(3) Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners thereof, remittance to Unit Owners and their Mortgagee being payable jointly to them. This is a

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covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

(4) Certificate. In making distributions to Unit Owners and their Mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to the names of the Unit Owners and their respective shares of the distribution.

F. Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner, for each holder of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property with power to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. Unit Owner's Obligation. Each Unit Owner shall have the obligation to purchase public liability insurance to protect himself against claims due to accidents within his Unit, and casualty insurance on the contents within said Unit. In addition, he should review the coverage of the Association to determine any additional insurance that may be advisable for him to purchase.

## 23. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

A. Determination to Reconstruct or Repair. If any part of the Condominium Property is damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

(1) Common Element. If the damaged improvement is a Common Element, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(2) Condominium Building:

(a) Lesser damage. If the damaged improvement is the Condominium Building, and if Units to which 50% or more of the Common Elements are appurtenant are found by the Board of Administration to be tenantable, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty, it is determined by agreement in the manner elsewhere provided that the Condominium shall be terminated.

(b) Major damage. If the damaged improvement is the Condominium Building, and if Units to which more than 50% of the Common Elements are appurtenant are found by the Board of Administration to be untenable,

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the damaged property shall neither be reconstructed nor repaired and the Condominium shall be terminated without agreement as elsewhere provided unless, within 60 days after the casualty, the owners of 85% of the Common Elements agree in writing to such reconstruction or repair.

(3) Certificate. The Insurance Trustee may rely upon a certificate of the Association executed by its President or Vice President and Secretary or Assistant Secretary in determining whether the damaged property is to be reconstructed or repaired.

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Property; or, if not, then in accordance with plans and specifications approved by the Board of Administration and, if the damaged property is the Condominium Building, by the owners of not less than 75% of the Common Elements, including the owners of all damaged Units whose approval shall not be unreasonably withheld.

C. Responsibility. If the damage is only to those portions of a Unit or Units for which the responsibility of maintenance and repair is that of the Unit Owner(s), then the Unit Owner(s) shall be responsible for reconstruction and repair after casualty. In all other instances, it shall be the Association's responsibility to reconstruct and repair after casualty.

D. Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility for reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

E. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against the Unit Owners who own the damaged Units and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such Assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their Units, and Assessments on account of damage to Common Elements shall be in proportion to the owners' share in the Common Elements.

F. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds held by the Insurance Trustee and funds collected by the Association from Assessments against Unit Owners,

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shall be disbursed in payment of such costs in the following manner:

(1) Association. If the total Assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair which is the responsibility of the Association exceed \$5,000.00, the sums paid upon such Assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repair.

(2) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collections of Assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association-Under \$5,000.00. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(b) Association-Over \$5,000.00. If the amount of estimated costs of reconstruction and repair which is the responsibility of the Association is \$5,000.00 or more, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Administration upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(c) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Insurance Trustee to the Unit Owner and, if there is a Mortgagee endorsement as to such Unit, then to the Unit Owner and the Mortgagee jointly.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is

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established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which represents Assessments paid by such owner into the construction fund shall not be made payable to any Mortgagee.

(e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, whether a disbursement is to be made from the construction fund, or whether surplus funds to be distributed are less than the assessments paid Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to any or all of such matters stating that the sums to be paid are due and properly payable in the name of the designated payee and the amount to be paid; provided that when a Mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the Mortgagee as payee of any distribution or insurance proceeds to a Unit Owner; and, further provided that when the Association or a Mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

#### 24. EXECUTION OF DOCUMENTS REQUIRED BY GOVERNMENT.

The Developer's plan for the development of this Condominium may require from time to time the execution of certain documents required by the City of Coconut Creek, Broward County, Florida, or some other governmental agency having jurisdiction over this Condominium. To the extent that said documents require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute acknowledge and deliver such documents and the Unit Owners, by virtue of their acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable.

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25. EMINENT DOMAIN OR CONDEMNATION PROCEEDING.

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and shall be disbursed to Unit Owners and their Mortgagees as their interests appear of record. The Association shall give to each Mortgagee prompt written notice of any such eminent domain or condemnation proceedings.

26. GENERAL PROVISIONS.

A. If any provision of this Declaration, the Articles, the By-Laws or the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstances is held invalid, the validity of the remainder of this Declaration, the Articles, the By-Laws, or the Condominium Act, and the application of any such invalid provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

B. If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without the Developer's written approval:

(1) Assessment of the Developer as a Unit Owner for capital improvements, and

(2) Any action by the Association that would be detrimental to the Developer's sale of Units.

C. Notices to Unit Owners shall be sent by certified mail or certificate of mailing to their place of residence in the Condominium Building, unless the Unit Owner has, by written notice to the Association, specified a different address. Notices to the Association and the Developer shall be delivered by certified mail to Township Center, 2400 Lyons Road, Coconut Creek, Florida 33063. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice to the other party.

D. The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter. The Association may levy against any Owner a fine not in excess of \$50.00 for each violation of any of the requirements of this Declaration after having been notified by the Association of such violation.

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E. The remedy for violation provided by the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to hire legal counsel to enforce the requirements of this Declaration, the offending Unit Owner shall reimburse the Association for all of such expenses including costs and reasonable attorney's fees at both trial and appellate levels of litigation.

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

G. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium.

H. Developer, formerly known as Tartan Minto Corporation, a Florida corporation, recorded that certain Declaration of Covenants, Conditions and Restrictions of the Township in Official Records Book 8760 at Page 924 ("Master Declaration"), and that certain Declaration of Class "B" Residential Covenants, Conditions and Restrictions in Official Records Book 8760 at Page 973 ("Class "B" Declaration"), all of the public records of Broward County, Florida. Article II of the Master Declaration and Article II of the Class "B" Declaration both provide that the Condominium Property may be subjected to said declarations by filing in the public records of Broward County, Florida such supplemental declarations as the Developer may decide, thereby extending the operation and effect of said declarations to the Condominium Property. Accordingly, Developer does hereby declare that the Master Declaration and Class "B" Declaration, and the covenants, conditions and restrictions contained therein shall be covenants running with the Condominium Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Condominium Property or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time owning or holding an interest in the Condominium Property.

I. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds of the Mortgagees (based upon one vote for each first mortgage owned), or Owners (other than the Developer) have given their prior written approval, the Association shall not be entitled to:

(1) By act or omission seek to abandon or terminate the Condominium;

(2) Change the pro rata interest or obligations of any individual Unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b)

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determining the pro rata share of ownership of each Unit in the Common Elements;

(3) Partition or subdivide any Unit;

(4) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Owners shall not be deemed a transfer within the meaning of this clause.);

(5) Use hazard insurance proceeds for losses to any portion of the Condominium for other than the repair, replacement or reconstruction of such portion.

J. So long as the Developer owns one or more Units, the Association shall take no action which, in the Developer's opinion, would adversely affect the Developer's marketing program with respect to Units or other residential dwelling units.

K. Notwithstanding anything herein or any rule or regulation of the Association to the contrary, the Developer as well as any person approved in writing by the Developer shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Units owned by the Developer or such person, as the case may be, for any period and under any terms to any lessees, purchasers or transferees without the consent of any person including the Association being required. Further, neither the Board nor the Association shall have the right to regulate, in any manner, the sale, lease, rent or transfer of such Units. For example, and not by way of limitation, the Board shall be prohibited from taking any of the following actions:

(1) Requiring that the proposed form of lease be approved.

(2) Requiring that a representative of the Association supervise the lessee's move into such Unit.

(3) Requiring that the proposed lessee be interviewed or otherwise approved by representatives of the Association.

(4) Requiring that any fees be paid by the lessee or the owner of such Unit in connection with the lease.

(5) Requiring that the lessee's move into such Unit be limited to certain hours or days.

It is the intent of this paragraph that neither the Association nor the Board shall in any way interfere with, hinder or regulate the sale, lease, rent or transfer of such Units. Accordingly,

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any rule or regulation adopted either by the Board or the Association which is inconsistent with the intent of this paragraph shall be null and void. Should the owner of any such Unit prevail in litigation to enforce its rights as set forth in this paragraph, the losing litigant shall pay all costs and legal expenses incurred by said owner through and including all appellate litigation. The provisions of this paragraph may not be amended without consent of the Developer.

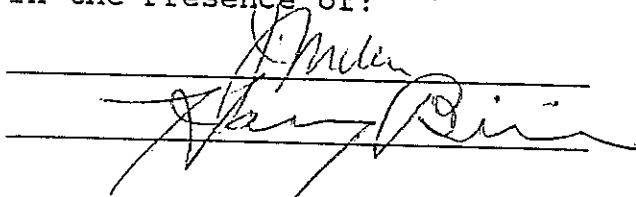
L. The Developer shall have the exclusive right to assign all unassigned parking spaces, and shall be entitled to cancel any such assignment that it made in error so long as the Developer assigns an alternate parking space to the Owner whose assigned parking space was so cancelled. The Association shall not be entitled to revoke or modify any parking assignments made by the Developer.

M. It is intended that the Association will operate other condominiums in addition to this Condominium. The proportionate share of Association expenses for which this Condominium is obligated shall be determined by multiplying the Association expenses by a fraction, the numerator of which is equal to the number of Units in this Condominium and the demoninator of which is equal to the total number of condominium units, including the Units, which are operated by the Association.

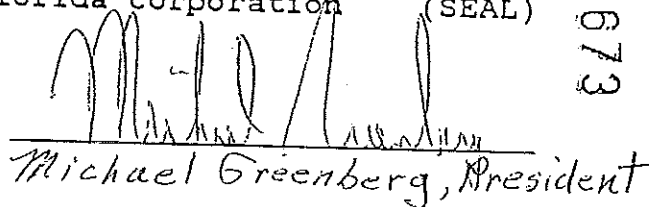
IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on this 2nd day of June, 1986.

Signed, Sealed and Delivered  
in the Presence of:

MINTO BUILDERS (FLORIDA), INC.,  
a Florida corporation (SEAL)



By:

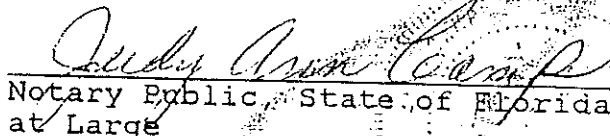
  
Michael Greenberg, President

STATE OF FLORIDA )  
COUNTY OF Broward ) SS:

The foregoing instrument was acknowledged before me this 2nd day of June, 1986 by Michael Greenberg of Minto Builders (Florida), Inc., a Florida corporation, on behalf of the corporation, as President.

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. JULY 1, 1989  
BONDED THRU GENERAL INS. UND.

My Commission Expires:

  
Notary Public, State of Florida  
at Large

(NOTARY SEAL)

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4-8-11/11 M

EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OF

BAYWOOD VILLAGE I - "B", A CONDOMINIUM.

LEGAL DESCRIPTION:

A PORTION OF TRACT 18, TARTAN COCONUT CREEK PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 109 AT PAGE 12, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERN CORNER OF SAID TRACT 18; THENCE NORTH 89°59'06" EAST FOR 403.74 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 39°02'28" FOR AN ARC DISTANCE OF 204.42 FEET TO A POINT OF TANGENCY; THENCE SOUTH 50°58'26" EAST FOR 134.55 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 50°58'26" EAST FOR 11.92 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 86°26'56" FOR AN ARC DISTANCE OF 452.65 FEET, THE LAST TWO MENTIONED COURSES BEING COINCIDENT WITH THE BOUNDARIES OF SAID TRACT 18; THENCE NORTH 42°00'00" WEST FOR 100.00 FEET; THENCE SOUTH 83°35'12" WEST FOR 95.57 FEET; THENCE NORTH 40°52'42" WEST FOR 85.00 FEET; THENCE SOUTH 49°07'18" WEST FOR 245.07 FEET; THENCE SOUTH 4°07'18" WEST FOR 32.43 FEET; THENCE SOUTH 40°52'42" EAST FOR 42.07 FEET; THENCE SOUTH 39°44'53" WEST FOR 51.95 FEET; THENCE SOUTH 89°59'06" WEST FOR 96.44 FEET; THENCE NORTH 34°16'30" WEST FOR 140.46 FEET; THENCE NORTH 0°00'54" WEST FOR 88.66 FEET; THENCE NORTH 89°59'06" EAST FOR 80.05 FEET; THENCE SOUTH 00°00'54" EAST FOR 120.00 FEET; THENCE NORTH 89°59'06" EAST FOR 74.00 FEET; THENCE NORTH 00°00'54" WEST FOR 120.00 FEET; THENCE NORTH 89°59'06" EAST FOR 14.23 FEET; THENCE NORTH 48°00'00" EAST FOR 200.08 FEET; THENCE SOUTH 42°00'00" EAST FOR 74.00 FEET; THENCE NORTH 48°00'00" EAST FOR 100.00 FEET; THENCE SOUTH 42°00'00" EAST FOR 120.00 FEET; THENCE NORTH 48°00'00" EAST FOR 74.00 FEET; THENCE NORTH 42°00'00" WEST FOR 215.00 FEET; THENCE NORTH 48°00'00" EAST FOR 120.43 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.28 ACRES MORE OR LESS.

page 1 of 1

779 9d474C1 REC  
REC 134440

# EXHIBIT "B"

## EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

### BAYWOOD VILLAGE I - "B", A CONDOMINIUM

#### CERTIFICATION:

THE UNDERSIGNED SURVEYING FIRM CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE BUILDING 8 BAYWOOD VILLAGE I - "B", A CONDOMINIUM IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF BAYWOOD VILLAGE I - "B", A CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE IN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO BUILDING 8 AND COMMON ELEMENT FACILITIES SERVING BUILDING 8 AS SET FORTH IN SAID DECLARATION ARE SUBSTANTIALLY COMPLETED.

C.C.L. CONSULTANTS, INC.

5/1/86

DATE

Ismael S. Mohamed  
Registered Land Surveyor No. 2464  
State of Florida

575 REC 13444 PG 675

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EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

BAYWOOD VILLAGE I - "B", A CONDOMINIUM

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD BY GOLD COAST TITLE COMPANY.
3. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION.
4. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, AND/OR PARKING SPACES, ARE PARTS OF THE COMMON ELEMENTS.
5. LEGAL DESCRIPTION ATTACHED HERETO IS IN ACCORDANCE WITH THE INSTRUMENTS OF RECORD.
6. THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY MINTO BUILDERS (FLORIDA), INC., ARCHITECTURAL FLOOR PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY CCL CONSULTANTS, INC.

2 of 12

OFF 13444 Pg 676  
REC

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

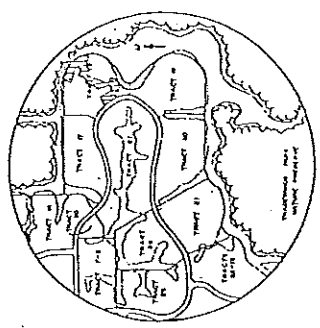
BAYWOOD VILLAGE I - "B", A CONDOMINIUM.

LEGAL DESCRIPTION:

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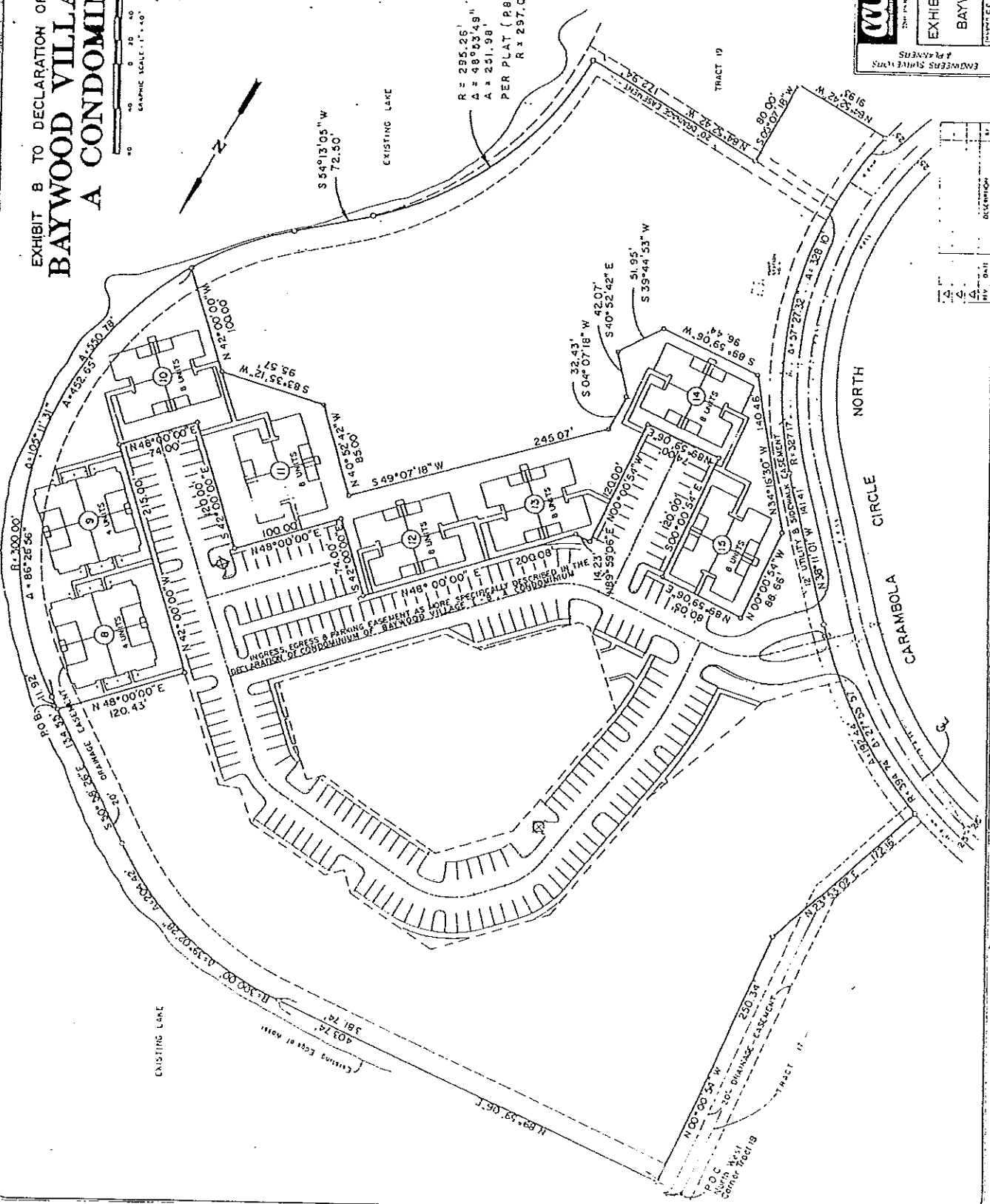
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# EXHIBIT B TO DECLARATION OF CONDOMINIUM OF BAYWOOD VILLAGE I - "B", A CONDOMINIUM



LOCATION SKETCH  
(N.T.S.)

PER PLAT (P.B. 117, P.G. 9)  
R = 297.01'



## LEGEND

- INDICATES CONDOMINIUM PROPERTY LINES
- INDICATES BUILDING NUMBER
- INDICATES APPROXIMATE EDGE OF WATER
- INDICATES CONCRETE SIDEWALK
- INDICATES TRASH CONTAINER

C.C.L. CONSULTANTS, INC.

2 PLANNERS  
ENGINEERS SURVEYORS

2023  
1/13/66

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM  
OF  
BAYWOOD VILLAGE I - "B",  
A CONDOMINIUM

DATE: 1/13/66  
BY: [Signature]  
FOR: [Signature]



# State of Florida



Department of State

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

BAYWOOD VILLAGE I CONDOMINIUM ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida,  
filed on APRIL 30, 1986.

The document number of this corporation is N14662.

A NON PROFIT CORPORATION

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
30th day of April 1986.



CR2E022 (10-85)

George Firestone  
Secretary of State

CR2E040 (4-84)

REC 13444 PG 001

N14662

ARTICLES OF INCORPORATION

-of-

BAYWOOD VILLAGE I CONDOMINIUM ASSOCIATION, INC.

A Non-Profit Corporation

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, and do hereby state as follows:

ARTICLE I

NAME

The name of this corporation shall be BAYWOOD VILLAGE I CONDOMINIUM ASSOCIATION, INC. ("Association").

ARTICLE II

PURPOSES

The purposes for which this Association is formed are as follows:

A. To form an "Association" as defined in Chapter 718, Florida Statutes, as amended ("Condominium Act"), and, as such, to operate, maintain, repair, improve, reconstruct and administer the condominium property of, and to perform the acts and duties necessary and desirable for the management of the Units and Common Elements in each condominium selected by the Developer thereof (the "Condominium") forming a part of the Baywood Village I Condominium Project ("Project"); and to own, operate, lease, sell and trade property, whether real or personal, including units in the Condominiums, as may be necessary or convenient in the administration of the Condominium.

B. To carry out the duties and obligations and receive the benefits given the Association by the Declaration of Condominium ("Declaration") of each Condominium.

C. To establish by-laws for the operation of the Condominiums' property ("By-Laws"), provide for the administration of the Association and rules and regulations for governing the same, and enforce the provisions of the Condominium Act, the Declarations, these Articles of Incorporation and the By-Laws.

D. The Association shall have all of the common law and statutory powers provided under the laws of the State of

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Florida, and those powers provided by the Condominium Act, the Declarations, these Articles and the By-Laws of the Association.

### ARTICLE III

#### MEMBERS

A. All unit owners in the Condominiums shall automatically be Members of the Association and their memberships shall automatically terminate when titles to their units are conveyed. If a Member conveys title to his unit under the provisions of the Declaration, the new owner shall automatically acquire membership in the Association. Membership certificates are not required and will not be issued.

B. Each Unit shall have one (1) vote in all elections of the Association. An individual, corporation or other entity owning an interest in more than one Unit may be designated as the voting Member for each Unit in which he or it owns an interest.

C. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit. No part of the income of the Association shall be distributed to its Members, directors or officers.

### ARTICLE IV

#### EXISTENCE

This Association shall have perpetual existence. In the event that the Association is dissolved, portions of the Common Elements which consist of the surface water management system shall be dedicated to an appropriate public agency or utility to be devoted to surface water management purposes. In the event that acceptance of such dedication is refused, such portion of the Common Elements shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to surface water management purposes.

### ARTICLE V

#### SUBSCRIBERS

The names and street addresses of the subscribers to these Articles of Incorporation are as follows:

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<u>Name</u>	<u>Address</u>
Jeffrey Miller	Township Center, 2400 Lyons Road Coconut Creek, Florida 33063
Philippe Joannis	Township Center, 2400 Lyons Road Coconut Creek, Florida 33063
Frank Rodgers	Township Center, 2400 Lyons Road Coconut Creek, Florida 33063

## ARTICLE VI

### DIRECTORS

A. The affairs and property of the Association shall be managed and governed by a Board of Administration composed of not less than three (3) persons ("Directors"). The first Board of Administration shall have three (3) members and, in the future, the number shall be determined from time to time in accordance with the Association's By-Laws.

B. The Directors named in Article VII shall serve until the first election of a director or directors as provided in the By-Laws and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. Thereafter, Directors shall be elected by the Members in accordance with the By-Laws at the regular annual meetings of the membership of the Association. Directors shall be elected to serve for a term of one (1) year and, in the event of a vacancy, the remaining Directors may appoint a Director to serve the balance of said unexpired term.

C. All officers shall be elected by the Board of Administration in accordance with the By-Laws at the regular annual meeting of the Board as established by the By-Laws. The Board of Administration shall elect from among the Members a President, Vice President, Secretary, Treasurer and such other officers as it shall deem desirable. The President shall be elected from among the membership of the Board of Administration but no other officer need be a Director.

## ARTICLE VII

### FIRST BOARD OF ADMINISTRATION

The following persons shall constitute the first Board of Administration and shall serve until the first election of the Board of Administration at the first regular meeting of the membership:

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<u>Name</u>	<u>Address</u>
Jeffrey Miller	Township Center, 2400 Lyons Road Coconut Creek, Florida 33063
Philippe Joannis	Township Center, 2400 Lyons Road Coconut Creek, Florida 33063
Frank Rodgers	Township Center, 2400 Lyons Road Coconut Creek, Florida 33063

## ARTICLE VIII

### OFFICERS

Subject to the direction of the Board of Administration, the affairs of the Association shall be administered by officers who shall be elected by and serve at the pleasure of said Board of Administration. The following persons shall constitute the initial officers of the Association and they shall continue to serve as such officers until removed by the Board of Administration:

<u>Name</u>	<u>Office</u>
Jeffrey Miller	President
Philippe Joannis	Vice President
Frank Rodgers	Secretary/Treasurer

## ARTICLE IX

### BY-LAWS

A. The By-Laws of this Association shall be adopted by the Board of Administration and attached to the Declaration to be filed among the Public Records of Broward County, Florida. The By-Laws may be amended by the Members in the manner provided in said By-Laws.

B. No amendment to the By-Laws shall be passed which would change the rights and privileges of the developer referred to in the Declaration, and the Exhibits attached thereto, without the Developer's written approval.

C. No amendment to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

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## ARTICLE X

### AMENDMENTS

A. Proposals for amendments to these Articles of Incorporation which do not conflict with the Condominium Act or the Declaration may be made by ten percent (10%) of the Members. Such proposals shall be in writing and shall be delivered to the President who shall thereupon call a special meeting of the Members not less than ten (10) days nor more than sixty (60) days following his receipt of the proposed amendment. Should the President fail to call such special meeting, the Members may, in lieu thereof, call a special meeting. Such request shall state the purpose or purposes of the proposed amendment(s). Notice of such special meeting shall be given and posted in the manner provided in the By-Laws. An affirmative vote of a majority of the votes of the Members shall be required for approval of the proposed amendment or amendments.

B. Any Member may waive any or all of the requirements of this Article as to the submission of proposed amendments to these Articles of Incorporation to the President or notice of special meetings to vote thereon, either before, at or after a membership meeting at which a vote is taken to amend these Articles.

C. Notwithstanding anything herein to the contrary, these Articles may be amended only by the Developer of the Condominium during such time as the Developer shall be in control of the Association; provided, further, that the Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

## ARTICLE XI

### INDEMNIFICATION

Every Director and 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, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that all settlements must be approved by the Board of Administration as being in the best interest of the Association. The 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.

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ARTICLE XII

ADDRESS

The principal address of the Association shall be Township Center, 2400 Lyons Road, Coconut Creek, Florida 33063, or at such other place as may be subsequently designated by the Board of Administration.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Coconut Creek, Broward County, Florida, on this 28<sup>th</sup> day of April, 1986.

Signed, Sealed and Delivered  
in the Presence of:

Ray Bin

Philippe Joannis

Ray Bin

Philippe Joannis

Ray Bin

Philippe Joannis

Jeffrey Miller  
JEFFREY MILLER

Philippe Joannis  
PHILIPPE JOANNISSE

Frank Rodgers  
FRANK RODGERS

STATE OF FLORIDA )  
COUNTY OF ... ) ss

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of April, 1986, by Jeffrey Miller, Philippe Joannis, and Frank Rodgers.

Beatrice D. Miller  
Notary Public, State of Florida  
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. APR. 2, 1989 (NOTARY SEAL)  
BONDED THRU GENERAL INS. CO.

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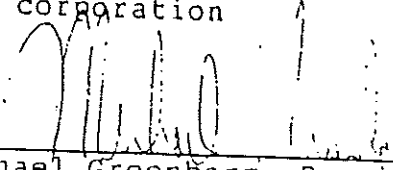
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR  
DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS  
STATE NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is submitted:

First -- that desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, at City of Coconut Creek, County of Broward, State of Florida, the corporation named in the said articles has named MINTO BUILDERS (FLORIDA), INC., Attn: MICHAEL GREENBERG, 2400 Lyons Road, Coconut Creek, Florida 33063 as its statutory registered agent.

Having been named the statutory agent of said corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity, and that I am familiar with and accept the obligations of Florida Statutes Section 607.325.

MINTO BUILDERS (FLORIDA), INC., a  
Florida corporation

By:   
Michael Greenberg, President

Dated this 28 day of April, 1986

\_\_\_\_\_/1206R  
HS 04/10/86 (3)

OFF 13444 PG 694



# EXHIBIT "D"

## BY-LAWS

-of-

### BAYWOOD VILLAGE I CONDOMINIUM ASSOCIATION, INC.

#### ARTICLE I

##### GENERAL

Section 1. Name. The name of the corporation shall be BAYWOOD VILLAGE I CONDOMINIUM ASSOCIATION, INC. ("Association").

Section 2. Principal Office. The principal office of the Association shall be at Township Center, 2400 Lyons Road, Coconut Creek, Florida 33063, or at such location as may be designated by the Association's Board of Administration. All books and records of the Association shall be kept at its principal office.

Section 3. Definitions. As used herein, the term corporation shall be synonymous with "Association" as defined in the Declarations of Condominium ("Declarations") of each condominium managed by the Association ("Condominium"), and the words "Condominium Property", "Unit", "Unit Owner", "Assessment", "Condominium Parcel", "Common Elements", "Condominium" and "Developer" are defined as set forth in the Declarations. "Condominium Act" shall mean and refer to Chapter 718, Florida Statutes, as enacted upon the date of recordation of the Declaration. "Project" shall refer to all of the Condominiums.

#### ARTICLE II

##### DIRECTORS

Section 1. Number and Term. The number of directors ("Directors") which shall constitute the Association's Board of Administration shall be not less than three (3). Until succeeded by Directors elected at the first meeting of members ("Members"), Directors need not be Members of the Association, but, thereafter, all Directors, except for those Directors elected by the Developer, shall be Members of the Association. Within the limits above specified, the number of Directors shall be elected to serve for a term of one (1) year or until his successor shall be elected and shall qualify. The first Board of Administration shall have three (3) members. Directors which are appointed by the Developer and thereafter resign may be replaced by the Developer without any meeting or the consent of any person being required.

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Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office. Notwithstanding the foregoing, the Developer is authorized to replace any Director elected by the Developer.

Section 3. Removal. Subject to the provisions of Section 718.301, Florida Statutes, as enacted upon the date of, recordation of the Declaration, any member of the Board of Administration may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Unit Owners. A special meeting of the Unit Owners to recall a member or members of the Board of Administration may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners and the notice shall state the purpose of the meeting. No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever. The above provisions shall not be applicable to Directors elected or appointed by the Developer. If any Director fails to pay any Assessment levied by the Board of Administration, whether regular or special Assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

Section 4. First Board of Administration. The first Board of Administration named in the Articles of Incorporation shall hold office and exercise all powers of the Board of Administration as provided therein, subject to the following:

A. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration. Unit Owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration of the Association:

(1) three (3) years after sales by the Developer have been closed on fifty percent (50%) of the Units that will be operated ultimately by the Association;

(2) three (3) months after sales have been closed by the Developer on ninety percent (90%) of the Units that will be operated ultimately by the Association;

(3) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(4) when some of the Units have been sold and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

whichever shall first occur. Notwithstanding the foregoing, the Developer shall be entitled to elect not less than one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units in the Condominium.

B. Within sixty (60) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Administration, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of, a meeting of the Unit Owners for this purpose. Such meeting may be called and a notice given by any Unit Owner if the Association fails to do so.

C. Prior to or within a reasonable time after the time that Unit Owners other than the Developer elect the majority of the members of the Board of Administration, such reasonable time not to exceed sixty (60) days, the Developer shall relinquish control of the Association and shall deliver to the Association all property of the Unit Owners of the Association held or controlled by the Developer in accordance with the provisions of the applicable Florida Statutes on transfer of association control Section 718.301(4)1.

Section 5. Powers. The property and business of the Association shall be managed by the Board of Administration, which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declarations. The powers of the Board of Administration shall specifically include, but not be limited to, the following:

A. To levy and collect regular and special Assessments.

B. To use and expend the Assessments collected to maintain, care for and preserve the Units and Condominium Property, except those portions thereof which are required to be maintained, cared for and preserved by the Unit Owners.

C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.

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REC 13444PG 697

D. To enter into and upon the Units when necessary, with as little inconvenience to the Unit Owners as possible, in connection with said maintenance, care and preservation.

E. To insure and keep insured said Condominium Property in the manner set forth in the Declarations against loss from fire and/or other casualty and the Association and the Unit Owners against public liability, and to purchase such other insurance as the Board of Administration may deem advisable.

F. To collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Unit Owners for violations of these By-Laws, the Articles of Incorporation, the Declaration, and the rules and regulations promulgated by the Board of Administration.

G. To employ and compensate such personnel as may be required for the maintenance and preservation of the Condominium Property.

H. To make reasonable rules and regulations for the occupancy of the Units and the use of the Common Elements.

I. To acquire, rent or convey Units in the name of the Association or a designee.

J. To contract for management of the Condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Declarations to have the specific approval of the Board of Administration or membership.

K. To carry out the obligations of the Association under any easements, restrictions or covenants running with any land submitted to Condominium ownership.

Section 6. Compensation. Neither Directors nor officers shall receive compensation for their services as such.

#### Section 7. Meetings

A. The first meeting of each Board of Administration newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Administration shall be held at the same place as the Members' meeting and immediately after the adjournment of same.

B. Special meetings shall be held whenever called by the president or a majority of the Board. The secretary shall give notice of each special meeting either personally

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or by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting.

C. Meetings of the Board of Administration shall be open to all Unit Owners and, except in cases of emergency, notices of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance of such meetings.

D. A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 8. Order of Business. The order of business at all meetings of the Board shall be as follows:

A. Roll call.

B. Reading of minutes of the last meeting.

C. Consideration of communications.

D. Resignations and elections.

E. Reports of officers and employees.

F. Reports of committees.

G. Unfinished business.

H. Original resolutions and new business.

I. Adjournment.

Section 9. Accounting Records. The Association shall maintain separate accounting records for each Condominium according to generally accepted principles of accounting, consistently applied, which shall be open to inspection by Unit Owners or their authorized representatives at a reasonable time and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Unit which shall designate the name and address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amounts paid upon the account and the balance due. Notwithstanding anything herein to the contrary, the Association's duties in this regard shall be governed by relevant provisions of the Condominium Act including §718.111(7).

## ARTICLE III

### OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by the Board of Administration. Any two (2) of said offices may be united in one (1) person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. If the Board so determines, there may be more than one (1) Vice-President.

Section 2. Subordinate Officers. The Board of Administration may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board of Administration and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Administration, which may delegate such powers to any officer. In the event that any officer fails to pay any Assessment levied by the Board of Administration, whether regular or special Assessment, within thirty (30) days of its due date, said officer shall automatically be removed from office and the Board of Administration shall appoint a successor.

#### Section 4. The President.

A. The President shall be chairman of, and shall preside at, all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect, and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The seal, when affixed, shall be attested by the signature of the Secretary.

B. He shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the Association for the fiscal year to the Directors (whenever called for by them) and to the Members within sixty (60) days after their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Association may require be brought to its notice.

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D. He shall be permitted to appoint committees and to assign a member of the Board of Administration to be an ex-officio member of a committee.

E. He shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice-President. The Vice-President shall be vested with all the powers and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed by the Board of Administration or the President.

Section 6. The Secretary.

A. The Secretary shall keep the minutes of meetings of the Members and of the Board of Administration in one (1) or more books provided for that purpose. The minute book shall be available for inspection by all Members, or their authorized representatives, and by the Board of Administration, which minutes shall be retained for a period of not less than seven (7) years.

B. He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

C. He shall be the custodian of the corporate records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents, the execution of which, on behalf of the Association, under its seal, is duly authorized in accordance with the provisions of these By-Laws.

D. He shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by such Member.

E. In general, he shall perform all duties incident to the office of the Secretary and other duties as from time to time may be assigned to him by the President or by the Board of Administration.

Section 7. The Treasurer.

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Administration.

B. He shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursement, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

C. He may be required to give the Association a bond in a sum and with one (1) or more sureties satisfactory to the Board for the faithful performance of the duties of his office and the restoration to the Association, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association. If such bond should be required, the Association shall pay the premium thereon.

Section 8. Vacancies. If the office of the President, Vice-President, Secretary, Treasurer or any other office established by the Board of Administration becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Administration, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations. Any Director or officer may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

#### ARTICLE IV

##### THE ASSOCIATION.

Section 1. Membership. Each Unit Owner (including a corporate owner) shall be a Member of the Association and membership in the Association shall be limited to Unit Owners.

Section 2. Transfer of Membership and Ownership. Membership in the Association may be transferred only as an incident to the transfer of the transferor's Unit and his undivided interest in the Common Elements of the Condominium. Such transfer shall be subject to the procedures set forth in the Declaration.

Section 3. Powers and Duties. The powers and duties of the Association shall include those set forth in the Articles, the Declarations, the Condominium Act, and these By-Laws and shall include the following:

A. The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance,



repair or replacement of any Common Elements or Limited Common Elements therein or accessible therefrom or another Unit to prevent damage to the Common Elements, Limited Common Elements, or to another Unit.

B. The irrevocable right of access to each Unit at any hour for the purpose of making emergency repairs necessary to prevent additional damage to the Common Elements, Limited Common Elements, or to another Unit.

C. The power to levy and collect Assessments and to lease, maintain, repair and replace the Common Elements.

D. The keeping of accounting records in accordance with good accounting practices and the Condominium Act which records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to Unit Owners or their authorized representatives.

E. The power to enter into contracts with others for the maintenance, management, operation, repair and servicing of the Condominium Property. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements, but shall not relieve each Unit Owner from his personal responsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit Owner, his heirs, personal representatives, successors and assigns shall be bound by any management contract, if any is executed, to the same extent and effect as if he had executed such contract for the purposes herein expressed including, but not limited to, adopting, ratifying, confirming and consenting to the execution of same by the Association, covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners as required under said contract, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable and agreeing that the persons acting as directors and officers of the Association entering into such a contract have not breached any of their duties or obligations to the Association by virtue of the execution of said contract. The management contract, if any, and the acts of the Board of Administration and Officers of the Association in entering into such agreement, are hereby ratified, confirmed, approved and adopted.

F. The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations.

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G. The power to purchase units in the Condominiums and to acquire, hold, lease, mortgage and convey the same.

## ARTICLE V

### MEETINGS OF MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place as may be stated in the notice of the meeting.

#### Section 2. Annual Meeting.

A. The first annual meeting of Members shall be held during the last two weeks of the month which is not less than eleven (11) months nor more than twelve (12) months after recordation of the Declaration.

B. Regular annual meetings subsequent to the first meeting shall be held during the month of every September, October, November or December.

C. At the annual meetings, subject to the provisions of Article II, Section 4, of these By-Laws, the Members, by a majority vote (cumulative voting prohibited) shall elect a Board of Administration and transact such other business as may properly come before the meeting.

D. Written notice of the annual meeting shall be personally served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association, at least fourteen (14) days prior to the meeting. The post office certificate of mailing shall be proof of such mailing. A notice of such meeting shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) days prior to the meeting.

Section 3. Membership List. At least fourteen (14) days before every election of Directors, a complete list of Members entitled to vote at said election, arranged numerically by Units, with the residence of each Member, shall be prepared by the Secretary. Such list shall be produced and kept for said fourteen (14) days and throughout the election at the office of the Association and shall be open to examination by any Member throughout such time.

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#### Section 4. Special Meetings.

A. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of ten percent (10%) of the Members. Should the President fail to call such a special meeting, such Members may, in lieu thereof, call such meeting. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of Members stating the time, place and object thereof shall be served upon or mailed to each Member entitled to vote thereon at such address as appears on the books of the Association at least five (5) days before such meeting. A notice of such meeting shall be posted at a conspicuous place on the Condominium Property at least five (5) days prior to the meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

D. Notwithstanding the above, in the event emergency repairs are required to the Common Elements, as determined by the Board of Administration, the Board may assess up to a maximum of One Hundred and No/100 Dollars (\$100.00) per unit per year without the necessity of a meeting to approve said expenditures.

Section 5. Quorum. Members owning a majority of the total Units, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat shall adjourn the meeting and notify the Members in accordance with these By-Laws of the adjourned meeting. At any such subsequent and duly noticed meeting, a quorum shall consist of Members owning one-third (1/3) of the total Units present in person or by proxy.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question properly brought before the meeting, unless the question is one which, by express provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, requires a different vote, in which case such express provision shall govern and control the decision of such question.

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Section 7. Right to Vote.

A. The Owner or Owners of a Unit shall be entitled to one (1) vote for each Unit owned.

B. If a Unit is owned by more than one (1) individual or by a corporation or other entity, said Owners, corporation or other entity shall file a certificate with the Secretary naming the person authorized to cast said Unit vote. If the same is not on file prior to any meeting of the Members, annual or special, a vote of such Unit shall not be considered, nor shall the presence of said Owners at a meeting be considered in determining whether the quorum requirement has been met.

C. All proxies must be in writing, signed by the voting Member granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. The proxy shall be valid only for such meeting or meetings subsequently held pursuant to an adjournment of that meeting.

Section 8. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by any provision of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business. The order of business at annual Members' meetings and, as far as practical, at other Members' meetings will be:

- A. Election of Chairman.
- B. Roll call.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading of minutes of prior meeting.
- E. Officers' reports.
- F. Committee reports.
- G. Elections.
- H. Unfinished business.
- I. New business.
- J. Adjournment.

## ARTICLE VI

### NOTICES

Section 1. Definition. Whenever, under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, notice is required to be given to any Director, officer or Member, it shall not be construed to mean only personal notice, but such notice may be given in writing by mail by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the Association. Any such notice and any notice of any meeting of the Members, annual or special, need not be sent by certified mail, except as otherwise provided by statute, the Articles of Incorporation, these By-Laws or the Declaration.

Section 2. Service of Notice - Waiver. Whenever any notice is required to be given under the provisions of the Florida Statutes, the Declaration, the Articles of Incorporation or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to the Association is Township Center, 2400 Lyons Road, Coconut Creek, Florida 33063 or such other address as may be designated by the Board of Administration.

## ARTICLE VII

### FINANCES

Section 1. Fiscal Year. The fiscal year shall commence on January 1 and end on December 31.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any one (1) of the following officers: President, Vice-President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Administration may from time to time designate. The Board of Administration, by resolution, may require more than one (1) signature.

Section 3. Determination of Assessments.

A. (1) The Board of Administration shall fix Assessments adequate to meet the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the limited Common Elements, costs of carrying

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out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as common expenses by the Declaration or from time to time by the Board of Administration.

(2) Funds for the payment of common expenses shall be assessed against Unit Owners in the proportions or percentages and in the manner provided in the Declaration and said Assessments shall be payable as provided in the Declaration.

(3) The Board of Administration is specifically empowered, on behalf of the Association, to make and collect Assessments and to maintain, repair and replace the Common Elements of the Condominium.

(4) Special Assessments, which may be required by the Board of Administration, shall be levied and paid in the same manner as provided for regular Assessments.

B. When the Board of Administration has determined the amount of any Assessment, excluding the monthly assessment, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Unit Owners. All Assessments shall be payable to the Association and, upon request, the Secretary or Treasurer shall give a receipt for each payment made.

#### Section 4. Annual Budget.

A. A copy of the Association's proposed annual budget of common expenses shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting of the Board of Administration at which the budget will be considered together with a notice of that meeting. Such meeting of the Board of Administration shall be open to all Unit Owners.

B. The Board of Administration may approve annual budgets so long as the amount does not exceed one hundred fifteen percent (115%) of the Assessment for the preceding year.

C. If the Board of Administration adopts a budget which requires Assessments against Unit Owners for the proposed fiscal year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, all as determined in accordance with Section 718.112(2)(f), Florida Statutes, as enacted upon the date of recordation of the Declaration, the Board of Administration, upon written application of ten percent (10%) of the Unit Owners to the Board of Administration, shall call a special meeting of the Unit Owners within thirty (30) days, upon not less than ten (10) days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and enact a budget.

Unless these By-Laws require a larger vote, the adoption of the budget shall require a vote of not less than a majority vote of all Unit Owners. The Board of Administration may propose a budget to the Unit Owners at a meeting of Members or in writing, and if the budget or proposed budget is approved by the Unit Owners at the meeting or by a majority of all Unit Owners in writing, the budget shall be adopted. In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments in prior years, any authorized provisions for reasonable reserves 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, or Assessments for betterments to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Administration, the Board of Administration shall not impose an Assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's Assessment without approval of a majority of all Unit Owners.

Section 5. Reserve Fund. The Board of Administration shall have the right to assess Unit Owners to establish a reserve fund for the future replacement of or additions to the Common Elements and such reserve fund shall be held in trust by the Board or its designated nominee to be used solely for the purpose for which it was established.

Section 6. Payment of Assessments. All Assessments shall be paid timely to the Association. Assessments shall be made against Unit Owners not less frequently than quarterly in advance, not less than are required to provide funds in advance for payment of all of the anticipated current operating expenses and for all the unpaid operating expenses previously incurred.

Section 7. Limitation on Expenditures. Notwithstanding anything else in these By-Laws, the Articles of Incorporation or the Declaration which authorizes expenditures, after the first election of Directors, the majority of which are comprised of Unit Owners other than Developer, no expenditure for the improvement of the Common Elements exceeding Five Thousand and No/100 Dollars (\$5,000.00) per annum shall be made without the approval of Members owning a majority of the Units except for the repair of the Condominium Property due to casualty loss.

Section 8. Application of Payments and Commingling of Funds. All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one (1) fund as determined by the Board of Administration. All Assessments shall be applied as provided herein and in the Declaration.

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Section 9. Fidelity Bonds for Officers. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds shall be bonded in an amount equal to one hundred fifty percent (150%) of the monies an individual handles or in which he has control via a signatory or a bank account or other depository account, but in no event shall the amount of such bond be less than Ten Thousand and No/100 Dollars (\$10,000.00).

## ARTICLE VIII

### DEFAULT

Section 1. Delinquent. Payment. In the event a Unit Owner does not pay any sum, charge or Assessment required to be paid to the Association within ten (10) days from the due date, the Association, acting through its Board of Administration, may enforce its lien for Assessments or take such other action to recover the sum, charge or Assessment to which it is entitled in accordance with the Declaration and the laws of the State of Florida.

Section 2. Foreclosure. If the Association becomes the owner of a Unit by reason of foreclosure, it shall offer said Unit for sale and, at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the resale of the Unit which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit. All monies remaining after deducting the foregoing items of expenses shall be returned to the former Owner of the Unit.

Section 3. Violation. In the event of a violation of the provisions of the Declaration, the Articles of Incorporation or By-Laws, which violation is not corrected within ten (10) days after notice from the Association to the Unit Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation. Nothing contained in this Article shall be construed to require that the Association furnish notice to any Unit Owner of his failure to pay any Assessment, sum or other charge due to the Association. In the event such legal action is brought against a Unit Owner and results in a judgment for the plaintiff, the defendant shall pay the plaintiff's reasonable attorneys' fees and court costs.

Section 4. Consent. Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the

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Association and regardless of the availability of any other equally adequate procedures. It is the intent of all Unit Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing to it from Unit Owners, and to preserve each Unit Owner's right to enjoy his Unit free from unreasonable restraint and nuisance.

## ARTICLE IX

### JOINT OWNERSHIP

Membership may be held in the name of more than one (1) person, corporation or other entity. In the event ownership is in more than one (1) person, corporation or other entity, all of the joint owners shall be entitled collectively to only one (1) vote in the management of the affairs of the Association and said vote may not be divided between multiple owners. (See Article V, Section 7B, of these By-Laws.)

## ARTICLE X

### AMENDMENT

These By-Laws may be amended by affirmative vote of a majority of the Members and of the Board of Administration.

Section 1. Rights of Mortgagee. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

Section 2. Procedure. By-Laws shall neither be revised nor amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law \_\_\_\_\_ for present text". Nonmaterial errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

Section 3. Rights of Developer. No amendment shall, in any manner, change the rights and privileges of the Developer referred to in the Declaration and the Exhibits attached thereto without the Developer's written approval. Notwithstanding anything herein to the contrary, these By-Laws may be amended by the Developer during such time as the Developer shall be in control

of the Association; provided, further, that the Developer may amend these By-Laws consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

#### ARTICLE XI

#### CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the provisions of these By-Laws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as the By-Laws of BAYWOOD VILLAGE I CONDOMINIUM ASSOCIATION, INC. at the first meeting of its Board of Administration.

APPROVED:

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
PRESIDENT

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## EXHIBIT "A"

The existing paragraph of Article 18 of the Declaration of Condominium shall be designated as Subparagraph A and a new Section B shall be added to Article 18 which new section shall read in its entirety as follows:

- B.1. Fining. In addition to all other remedies available to the Association, in the sole discretion of the Board of Administration of the Association, a reasonable fine or fines may be levied against a Unit for the failure of a Unit Owner, or its occupant, licensee or invitee to comply with any provision of the Declaration, By-laws, or reasonable rules of the Association, provided the following procedures are adhered to:
- a. Notice. The Association shall notify the Unit Owner (and/or occupant, licensee, or invitee, if applicable) in writing of the provisions of the Declaration and/or By-Laws, and/or Association rules which have been violated ("Notice"). A short, plain statement of the matters asserted by the Association shall be included in the Notice. The Notice shall state the exact date, time and place of the meeting of the Board of Administration, or of the hearing by a delegated committee to handle infractions, which will hear the matter. At the time of this meeting or hearing, the Unit Owner (and/or occupant, licensee or invitee) may present reasons why a fine should not be imposed. The party against whom the fine is sought shall be given not less than fourteen (14) days notice of the meeting or hearing.
  - b. Meeting or Hearing. The Board or delegated committee, shall present the facts of non-compliance to the party against whom the fine is sought to be levied. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the meeting or hearing to review, challenge and respond to any material considered by the Association in making the determination to fine. A written decision of the Board of Administration (or its delegated committee) shall be submitted to the party not later than ten (10) days after the meeting at which the determination is made.
  - c. Amounts of Fines. The Board of Administration (or its delegated committee) may impose fines against a Unit Owner, occupant, licensee or invitee, in an amount determined by the Board from time to time; provided, however, said amount shall not exceed that allowed under applicable law.

- d. Payment of Fines. Fines shall be paid not later than ten (10) days after notice of their imposition.
- e. Attorneys' Fees. Should it become necessary for the Association to incur any legal expense to enforce the provisions of this Section by the Association, then the Association shall be entitled to recover its reasonable attorneys' fees and costs whether or not litigation has been commenced, at all trial and appellate levels, and in any post-judgment proceedings for enforcement or collection of any judgment received.
- f. Allocation of Sums Recovered by Fining. All monies received from the fines shall be allocated as directed by the Board of Administration.
- g. Non-Exclusive Remedy. Fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.
- h. Board of Administration May Delegate Responsibility. All acts to be performed by the Board of Administration pursuant to this Section may be delegated by the Board to a committee appointed by the Board to handle infractions.

EXHIBIT "E"

LEGAL DESCRIPTION:

A PORTION OF TRACT 18, TARTAN COCONUT CREEK, PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 109 AT PAGE 12, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WESTERMOST CORNER OF SAID TRACT 18, SAID POINT BEARS NORTH 23°53'02" EAST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 394.74 FEET, A CENTRAL ANGLE OF 20°09'55" FOR AN ARC DISTANCE OF 138.93 FEET TO THE POINT OF BEGINNING; THENCE NORTH 49°51'55" EAST FOR 71.62 FEET TO A POINT, HEREINAFTER REFERRED TO AS POINT "A"; THENCE NORTH 25°00'00" EAST FOR 139.75 FEET; THENCE NORTH 15°00'00" EAST FOR 140.01 FEET; THENCE NORTH 48°00'00" EAST FOR 111.36 FEET; THENCE SOUTH 80°50'41" EAST FOR 88.68 FEET; THENCE SOUTH 42°00'00" EAST FOR 21.79 FEET; THENCE NORTH 48°00'00" EAST FOR 17.54 FEET; THENCE SOUTH 80°50'41" EAST FOR 81.53 FEET; THENCE SOUTH 42°00'00" EAST FOR 33.24 FEET; THENCE NORTH 75°39'14" EAST FOR 20.03 FEET; THENCE SOUTH 42°00'00" EAST FOR 320.60 FEET; THENCE SOUTH 48°00'00" WEST FOR 74.00 FEET; THENCE NORTH 42°00'00" WEST FOR 120.00 FEET; THENCE SOUTH 48°00'00" WEST FOR 100.00 FEET; THENCE NORTH 42°00'00" WEST FOR 74.00 FEET; THENCE SOUTH 48°00'00" WEST FOR 200.08 FEET; THENCE SOUTH 89°59'06" WEST FOR 14.23 FEET; THENCE SOUTH 00°00'54" EAST FOR 120.00 FEET; THENCE SOUTH 89°59'06" WEST FOR 74.00 FEET; THENCE NORTH 00°00'54" WEST FOR 120.00 FEET; THENCE SOUTH 89°59'06" WEST FOR 80.05 FEET; THENCE SOUTH 49°51'55" WEST FOR 73.62 FEET; THENCE NORTH 38°11'01" WEST FOR 26.58 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 394.74 FEET, A CENTRAL ANGLE OF 7°46'01" FOR AN ARC DISTANCE OF 53.51 FEET TO THE POINT OF BEGINNING.

LESS THE FOLLOWING PARCEL OF LAND

COMMENCE AT POINT "A" AS PREVIOUSLY DESCRIBED; THENCE NORTH 60°33'11" EAST FOR 138.63 FEET TO THE POINT OF BEGINNING; THENCE NORTH 15°00'00" EAST FOR 145.03 FEET; THENCE NORTH 48°00'00" EAST FOR 71.49 FEET; THENCE SOUTH 80°50'41" EAST FOR 124.31 FEET; THENCE NORTH 48°00'00" EAST FOR 15.11 FEET; THENCE SOUTH 42°00'00" EAST FOR 90.67 FEET; THENCE SOUTH 48°00'00" WEST FOR 156.54 FEET; THENCE SOUTH 86°10'27" WEST FOR 35.71 FEET; THENCE SOUTH 48°00'00" WEST FOR 92.91 FEET; THENCE SOUTH 89°59'06" WEST FOR 11.69 FEET; THENCE NORTH 42°00'00" WEST FOR 78.60 FEET TO THE POINT OF BEGINNING.

317 9d747C13ER  
JFO

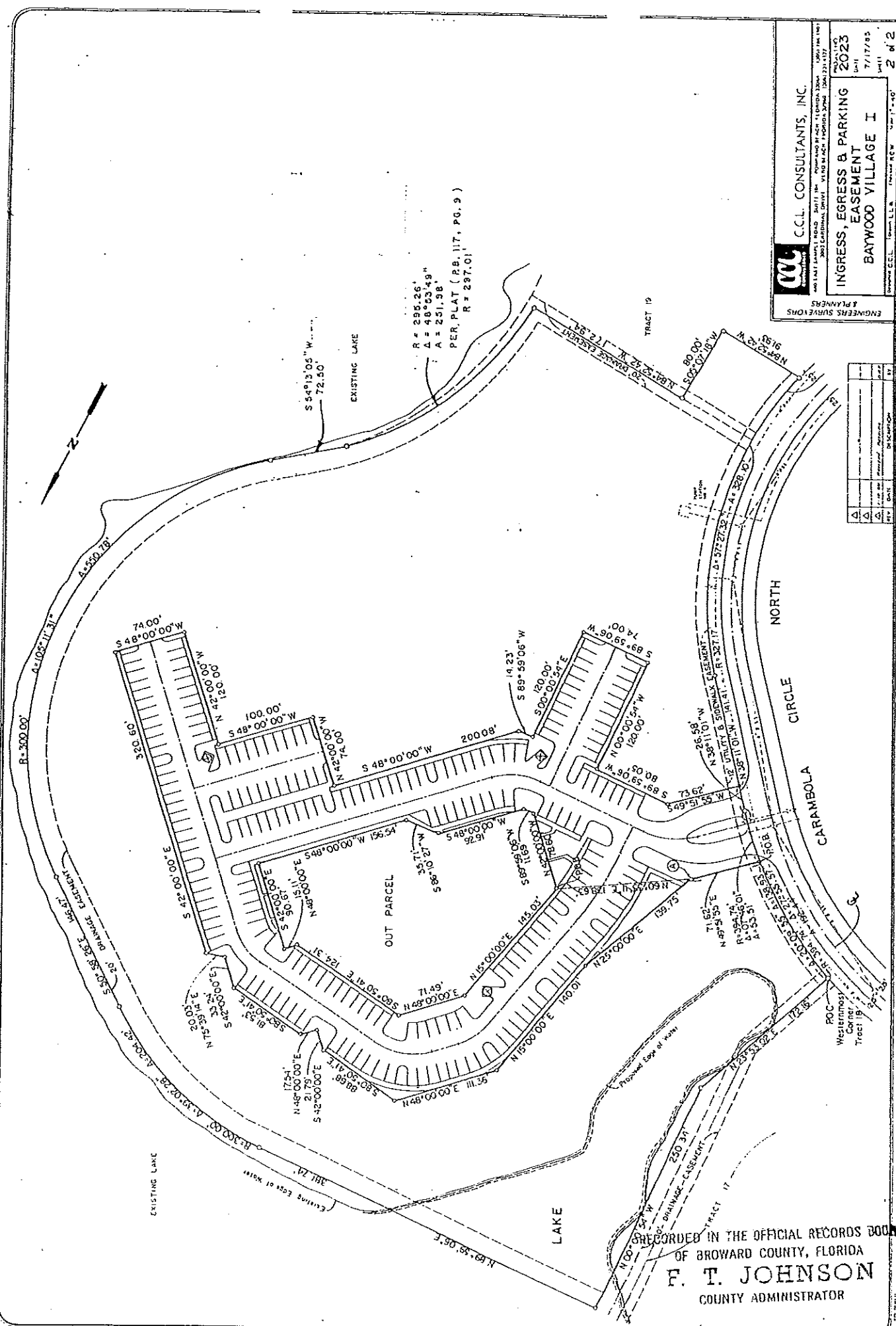
**C.C.L. CONSULTANTS, INC.**  
 3000 CARDINAL DRIVE, SUITE 100, FORT LAUDERDALE, FL 33309  
 (954) 331-4177

**INGRESS, EGRESS & PARKING EASEMENT**  
**BAYWOOD VILLAGE I**

PROJECT NO. 2023  
 DATE 7/17/95  
 SHEET 2 OF 2

ENGINEERS SURVEYORS  
 8 PLANNERS

NO.	DATE	DESCRIPTION
1		PRELIMINARY
2		FINAL

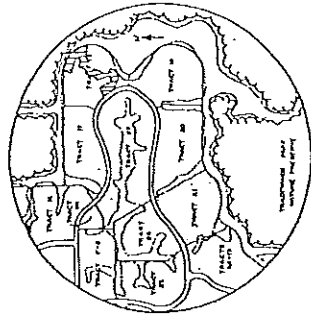


RECORDED IN THE OFFICIAL RECORDS BOOK  
 OF BROWARD COUNTY, FLORIDA  
**F. T. JOHNSON**  
 COUNTY ADMINISTRATOR

OFF 13444 PG 714

NOTE: That portion of 20' DRAINAGE EASEMENT lying under buildings 9 and 10 is now in the process of being vacated.

# EXHIBIT B TO DECLARATION OF CONDOMINIUM OF BAYWOOD VILLAGE I - "B", A CONDOMINIUM



LOCATION SKETCH  
(INT.S.I.)

R = 295.26'  
Δ = 48°23'48"  
A = 251.98'  
PER PLAT (P.B. 117, P.C. 9)  
R = 297.01'

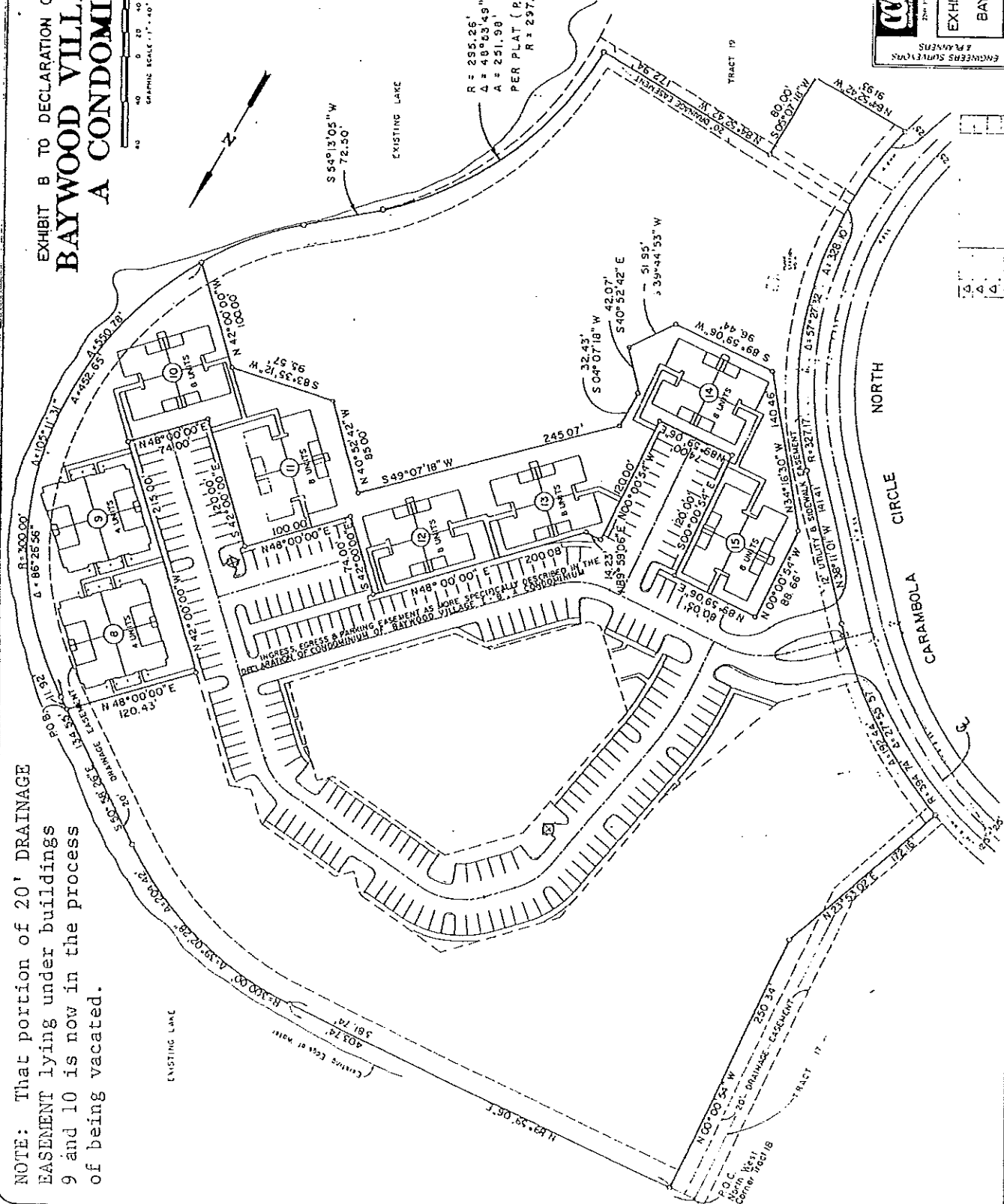
## LEGEND

- INDICATES CONDOMINIUM PROPERTY LINES
- INDICATES BUILDING NUMBER
- INDICATES WHITE EDGE OF WATER
- INDICATES CONCRETE SIDEWALK
- INDICATES TRASH CONTAINER

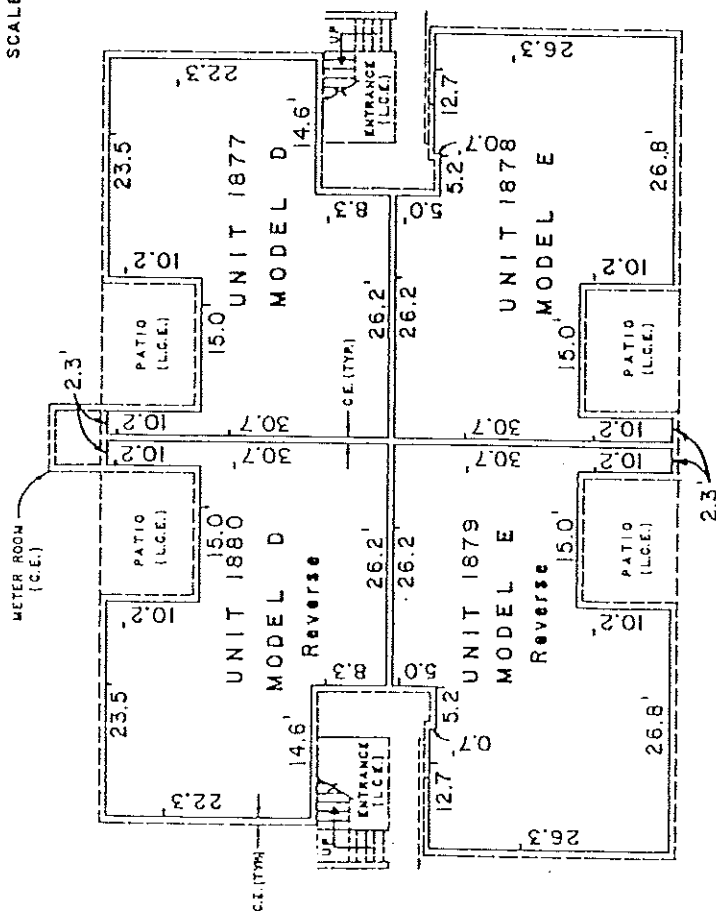
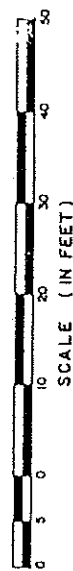
CCL CONSULTANTS, INC.  
200 PARK STREET, SUITE 100, BOSTON, MASSACHUSETTS 02114  
TEL: 617-552-1100 FAX: 617-552-1101

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM  
OF  
BAYWOOD VILLAGE I - "B"  
A CONDOMINIUM

DATE: 1/13/06  
SHEET: 4 of 12

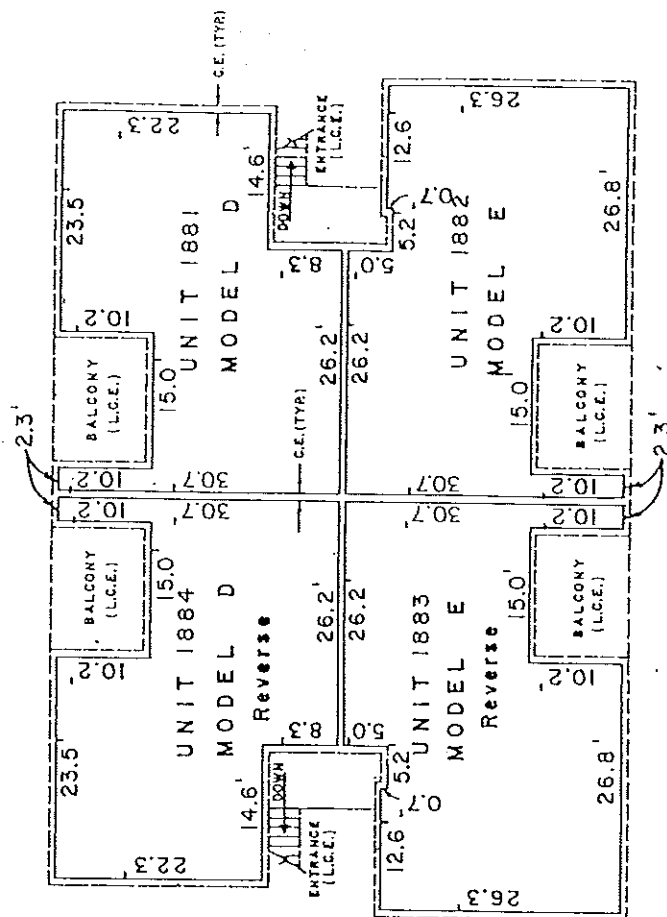


**F. T. JOHNSON**  
COUNTY ADMINISTRATOR



FIRST FLOOR

UPPER LIMIT OF UNITS	22.87	ELEV. (M.S.L.)
LOWER LIMIT OF UNITS	14.82	ELEV. (M.S.L.)



SECOND FLOOR

STATION	UPPER LIMIT OF UNITS	32.57 ELEV. (M.S.L.)	LOWER LIMIT OF UNITS	24.55 ELEV. (M.S.L.)
1				
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OFF 13754 PG 437  
REC

- |    | DESCRIPTION OF COMMON ELEMENTS   |
|----|--|
| 1. | THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY UNITED BUILDERS FLOORING, INC. ARCHITECTURAL PLANS SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC. |
| 2. | ALL WALLS ARE 6"00" THICK, UNLESS OTHERWISE NOTED.   |
| 3. | ELEVATIONS (WHEN DESIGNATED) SHOWN IN FEET, ARE BASED UPON FINISHED FLOOR LEVEL, EXCEPT WHERE NOTED OTHERWISE.   |
| 4. | ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.  |
| 5. | ALL BUILDING WALLS TO THE UNFINISHED SURFACE OF EXTERIOR WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.   |
| 6. | ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UNIT UTILITIES TO OUTLETS OF COMMON ELEMENTS, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.  |
| 7. | THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING ROADS AND EASEMENTS TO PUBLIC WAYS.  |
| 8. | THE DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.  |

## DESCRIPTION OF COMMON ELEMENTS

- [illegible]

LEGEND

- |                                    |                |
|------------------------------------|----------------|
| INDICATES UNIT BOUNDARIES          | (C.E.)         |
| INDICATES COMMON ELEMENTS          | (L.C.E.)       |
| INDICATES LIMITED COMMON ELEMENTS  | (STR.)         |
| INDICATES STORAGE                  | (BULC.)        |
| INDICATES BULKOUT                  | (BULC.)        |
| INDICATES MEAN SEA LEVEL ELEVATION | (M.S.L. ELEV.) |


	CCL CONSULTANTS, INC.	
	200 East Wacker Drive, Suite 109 Chicago, Illinois 60601-1009 Telephone: 312/467-1100	
ENGINEERS SCIENTISTS & PLANNERS	1. <b>BAYWOOD VILLAGE I - B</b> A CONDOMINIUM BUILDING 13 CHICAGO, ILLINOIS	
	PROJECT NO. 7-16-86	DATE 10/12/86



EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

BAYWOOD VILLAGE I -- "B", A CONDOMINIUM

CERTIFICATION:

THE UNDERSIGNED SURVEYING FIRM CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE BUILDING 13 BAYWOOD VILLAGE I -- "B", A CONDOMINIUM IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF BAYWOOD VILLAGE I -- "B", A CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE IN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO BUILDING 13 AND COMMON ELEMENT FACILITIES SERVING BUILDING 13 AS SET FORTH IN SAID DECLARATION ARE SUBSTANTIALLY COMPLETED.

C.C.L. CONSULTANTS, INC.

DATE

9/11/84

Ishmael S. Mohamed

Registered Land Surveyor No. 2464  
State of Florida

# Schedule I

## EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

### BAYWOOD VILLAGE I - "B", A CONDOMINIUM

#### CERTIFICATION:

THE UNDERSIGNED SURVEYING FIRM CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE BUILDINGS 9 AND 10 BAYWOOD VILLAGE I - "B", A CONDOMINIUM IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF BAYWOOD VILLAGE I - "B", A CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE IN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO BUILDINGS 9 AND 10 AND COMMON ELEMENT FACILITIES SERVING BUILDINGS 9 AND 10 AS SET FORTH IN SAID DECLARATION ARE SUBSTANTIALLY COMPLETED.

C.C.L. CONSULTANTS, INC.

4/2/86

DATE

Ishmael S. Mohamed

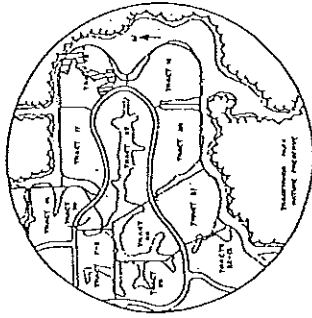
Registered Land Surveyor No. 2464  
State of Florida

# Schedule 11

NOTE: That portion of 20' DRAINAGE EASEMENT lying under buildings 9 and 10 is now in the process of being vacated.

## EXHIBIT B TO DECLARATION OF CONDOMINIUM OF BAYWOOD VILLAGE I - "B", A CONDOMINIUM

GRAPHIC SCALE: 1" = 40'



LOCATION SKETCH  
(N.T.S.)

R = 295.26'  
Δ = 48° 53' 49"  
A = 251.98'  
PER PLAT (88, 117, P. 9)  
R = 257.01'

### LEGEND

- INDICATES CONDOMINIUM PROPERTY LINES
- INDICATES BUILDING FOOTPRINT
- INDICATES CURVE DATA OF WATER
- INDICATES CONCRETE SIDEWALK
- INDICATES TRASH CONTAINER



C.C.L. CONSULTANTS, INC.

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF  
BAYWOOD VILLAGE I - "B",  
A CONDOMINIUM

2023

1/13/66

4 of 12

REVISION

DATE

BY

DESCRIPTION

EXISTING LAKE

EXISTING LAKE

TRACT 19

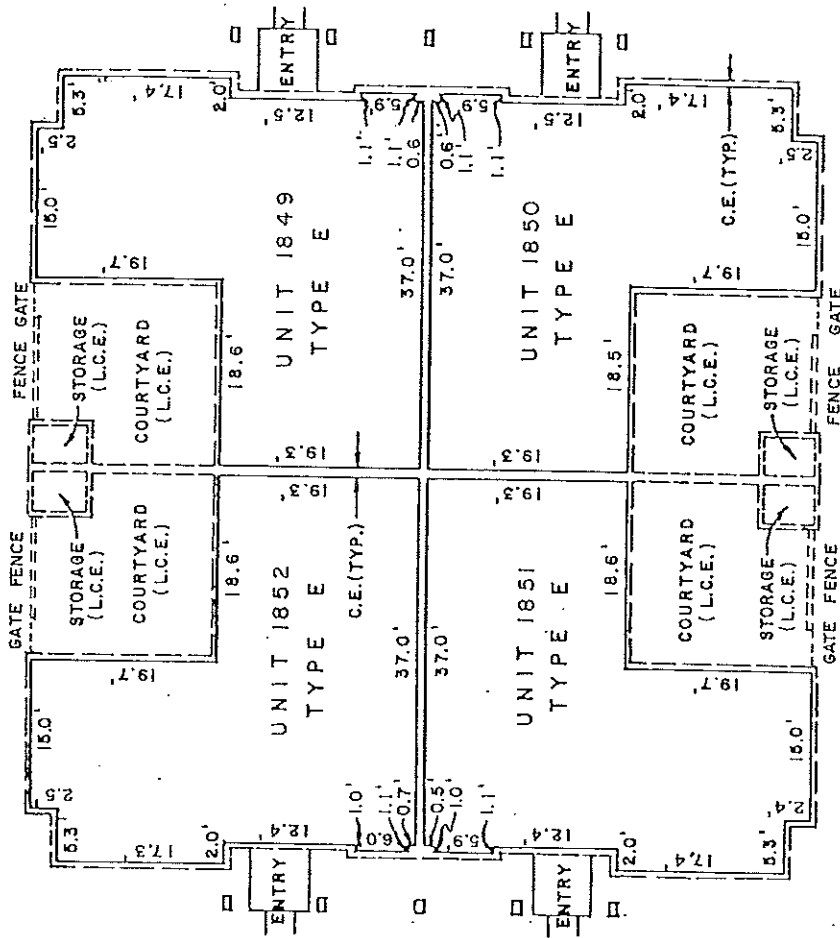
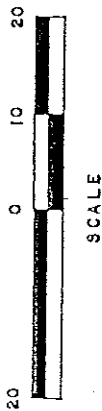
NORTH

CIRCLE

CARAMBOLA

# EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF BAYWOOD VILLAGE I - "B" A CONDOMINIUM

## BUILDING 9



### LEGEND

INDICATES UNIT BOUNDARIES  
INDICATES COMMON ELEMENTS  
INDICATES LIMITED COMMON ELEMENTS  
INDICATES STORAGE  
INDICATES BALCONY  
INDICATES MEAN SEA LEVEL ELEVATION

OFF 3687 PAGE 604

### NOTES

- THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY UNIT OWNERS, ARCHITECTURAL PLANS, SUPPLEMENTED BY SURVEY DATA AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.
- ALL WALLS ARE 6" THICK, UNLESS OTHERWISE NOTED.
- ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
- FOR FURTHER INFORMATION REGARDING BOUNDARIES OF THIS UNIT, REFER TO THE DECLARATION OF THIS CONDOMINIUM.
- THE DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

### DESCRIPTION OF COMMON ELEMENTS

- ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNIT, ARE PARTS OF THE COMMON ELEMENTS.
- ALL BOUNDING WALLS TO THE UNDESIGNATED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- ALL CONDUITS AND WIRING TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN ELEVATIONS SET FORTH IN THE DECLARATION INCLUDING HEIGHTS AND ELEVATIONS TO PUBLIC WAYS.
- THE DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

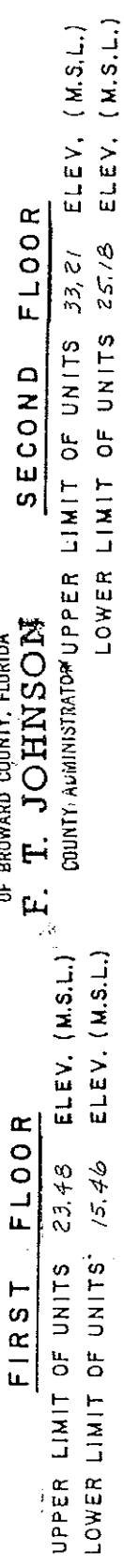
### LEGEND

- (C.E.) INDICATES UNIT BOUNDARIES
- (L.C.E.) INDICATES COMMON ELEMENTS
- (S.P.) INDICATES LIMITED COMMON ELEMENTS
- (B.A.L.) INDICATES STORAGE
- (M.S.L. ELEV.) INDICATES BALCONY
- (M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

<b>C.C.L. CONSULTANTS, INC.</b>	
PROJECT NO. 1-16-82	DATE 1-16-82
BAYWOOD VILLAGE I - "B"	
A CONDOMINIUM	
BUILDING 9	
6 of 12	

SCALE (IN FEET)

0 5 10 20 30 40 50



RECORDED IN THE OFFICIAL RECORDS BOOKS

OF BROWARD COUNTY, FLORIDA

**F. T. JOHNSON**  
OF BROWARD COUNTY, FLORIDA

F. T. JOHNSON		SECOND FLOOR	
COUNTY ADMINISTRATOR		UPPER LIMIT OF UNITS	33,21 ELEV. (M.S.L.)
		LOWER LIMIT OF UNITS	25,78 ELEV. (M.S.L.)
UPPER LIMIT OF UNITS	23.48 ELEV. (M.S.L.)		
LOWER LIMIT OF UNITS	15.46 ELEV. (M.S.L.)		

OFF REC 3687 PAGE 605

## NOTES

- DESCRIPTION OF COMMON ELEMENTS**
1. ALL WALLS AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNIT, AND PARTS OF THE COMMON ELEMENTS.
  2. ALL MEANS TO WALLS, TO THE UNFINISHED SURFACE OF SUD WALLS LOCATED WITHIN A UNIT, COINTEGRATE PARTS OF THE COMMON ELEMENTS.
  3. ALL CONDUITS AND WELLS TO CONDUITS, ALL OTHER UTILITY LINES TO OUTLETS AND CONDUITS, AND REPAIRS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
  4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EXCLUSIONS SET FORTH IN THE DECLARATION INCLUDING WORKING AND ACCESS TO PUBLIC WAYS.
  5. THE CONDITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.
- THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY: MINTO (IN BLOCKS), AND THE FOLLOWING ARE THE PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS, AS DELETED HEREIN:
1. ALL WALLS ARE GRAY THICK, UNLESS OTHERWISE NOTED.
  2. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
  3. FOR FURTHER INFORMATION REGARDING BOUNDARIES OF THIS UNIT, REFER TO THE DECLARATION OF THIS CONDOMINIUM.

### LEGEND

- |                |                                     |
|----------------|-------------------------------------|
| (C.I.)         | INDICATES UNIT BOUNDARIES           |
| (L.C.E.)       | INDICATES COMMON ELEMENTS           |
| (S.T.R.)       | INDICATES UNITED COMMON ELEMENTS    |
| (W.A.L.C.)     | INDICATES STORAGE                   |
|                | INDICATES INBOUND                   |
| (H.S.L. ELEV.) | INDICATES HIGH SEAS LEVEL ELEVATION |


	CCL CONSULTANTS, INC.	
	1000 West 10th Avenue, Suite 1000 Anchorage, Alaska 99501-1001	
BAYWOOD VILLAGE "B" A CONDOMINIUM		PROJECT NO. <b>2023</b>
BUILDING 10		DATE <b>1-16-86</b>
1000 West 10th Avenue		SHEET <b>7</b> OF <b>12</b>

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

BAYWOOD VILLAGE I - "B", A CONDOMINIUM

CERTIFICATION:

THE UNDERSIGNED SURVEYING FIRM CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE BUILDINGS 14 and 15 BAYWOOD VILLAGE I - "B", A CONDOMINIUM IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF BAYWOOD VILLAGE I - "B", A CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE IN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO BUILDINGS 14 AND 15 AND COMMON ELEMENT FACILITIES SERVING BUILDINGS 14 AND 15 AS SET FORTH IN SAID DECLARATION ARE SUBSTANTIALLY COMPLETED.

Schedule I

C.C.L. CONSULTANTS, INC.

DATE

9/20/88

Ishmael S. Mohamed

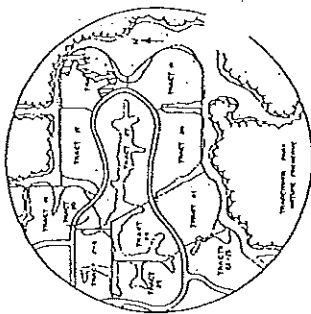
Registered Land Surveyor No. 2464  
State of Florida

OFF 13790Pg 422  
REC

NOTE: That portion of 20' DRAINAGE EASEMENT lying under buildings 9 and 10 is now in the process of being vacated.

# EXHIBIT B TO DECLARATION OF CONDOMINIUM OF BAYWOOD VILLAGE I - "B" A CONDOMINIUM

GRAPHIC SCALE - 1" = 40'



LOCATION SKETCH  
INT.S.I.

PER PLAT (P.B. 117, P.G. 9)  
R = 297.01'

## LEGEND

- INDICATES CONDOMINIUM PROPERTY LINES
- INDICATES BUILDING NUMBER
- INDICATES APPROPRIATE EDGE OF WATER
- INDICATES CONCRETE SIDEWALK
- INDICATES TRASH CONTAINER



C.C.L. CONSULTANTS, INC.

2001 PLYMOUTH ROAD, SUITE 100, WEST PALM BEACH, FL 33411-4401  
TEL: 561-833-1111 FAX: 561-833-1112  
WWW.CCLCONSULTANTS.COM

2023  
DATE: 1/13/23  
BY: [Signature]

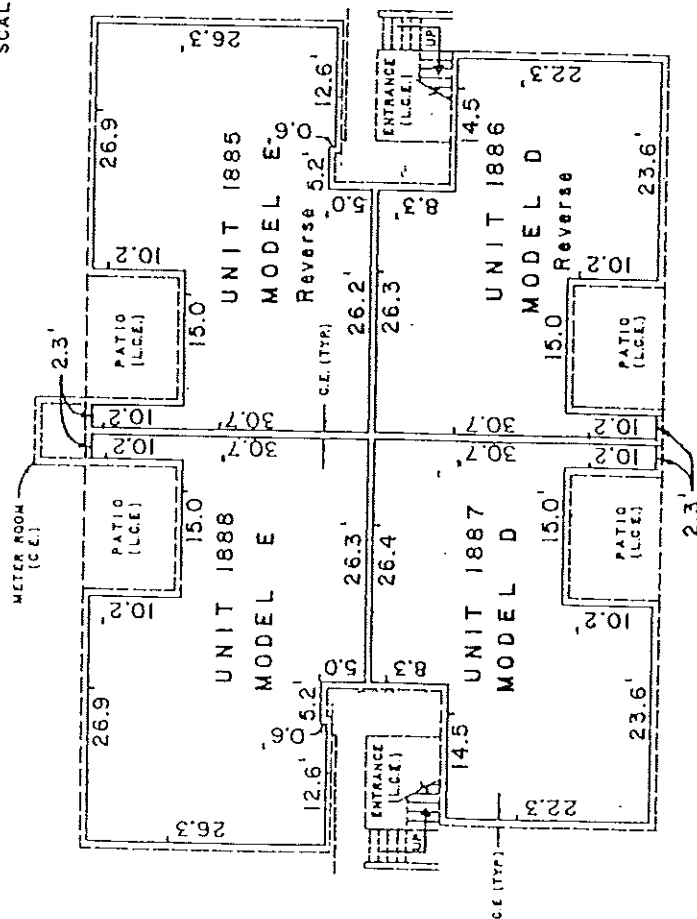
EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM  
OF  
BAYWOOD VILLAGE I - "B"

ENGINEERS SURVEYORS  
C.C.L. CONSULTANTS, INC.  
DATE: 1/13/23  
BY: [Signature]

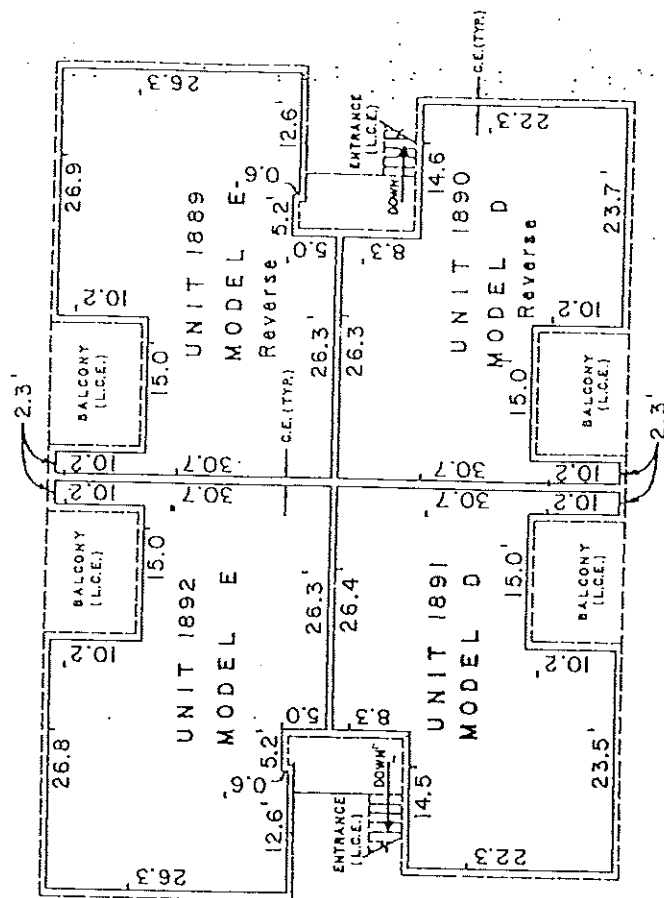
EXISTING LAKE

REC 13790PG 423

0 10 20 30 40 50  
SCALE (IN FEET)



UPPER LIMIT OF UNITS	23.79	ELEV. (M.S.L.)
LOWER LIMIT OF UNITS	15.77	ELEV. (M.S.L.)



UPPER LIMIT OF UNITS	33.58 ELEV. (M.S.L.)
LOWER LIMIT OF UNITS	25.50 ELEV. (M.S.L.)

1. THIS PLAN IS COURTESY FROM PLANS AND DATA FURNISHED BY: WINTO BUILDERS (FLORIDA), INC. (LOCATED AT 10000 N. W. 11TH AVENUE, SUITE 200, MIAMI, FLORIDA 33157) AND MEASUREMENTS AS DEEMED NECESSARY BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.G.L. CONSULTANTS, INC.
2. ALL WALLS ARE ONE'S THICK, UNLESS OTHERWISE NOTED.
3. ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
4. FOR FURTHER INFORMATION REGARDING DIMENSIONS OF THIS UNIT, REFER TO THE DECLARATION OF THIS CONDOMINIUM.

1. ALL LANDS AND ALL PORTIONS OF COMMONWEALTH PROPERTY NOT WITHIN ANY UNIT ON ONE OF THE COMMON ELEMENTS.
2. ALL PORTIONS OF THE COMMON ELEMENTS.
3. ALL PORTIONS OF THE UNFINISHED SURFACE OF SUD WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. ALL CONDUITS AND PIPES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
5. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING, BUT NOT LIMITED TO, EASEMENTS TO PUBLIC WAYS.
6. THE DONATIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

(C.E.)	INDICATES UNIT BOUNDARIES
(L.C.E.)	INDICATES COMMON ELEMENTS
(STR.)	INDICATES LIMITED COMMON ELEMENTS
(BALC.)	INDICATES STORAGE
(BALC. ELEV.)	INDICATES BALCONY
	INDICATES MEAN SEA LEVEL ELEVATION

Δ				
Δ				
Δ	9-30-86	AS-BUILT	MD	
	REV	DATE	DESCRIPTION	BY

22

C.C.I. CONSULTANTS, INC.

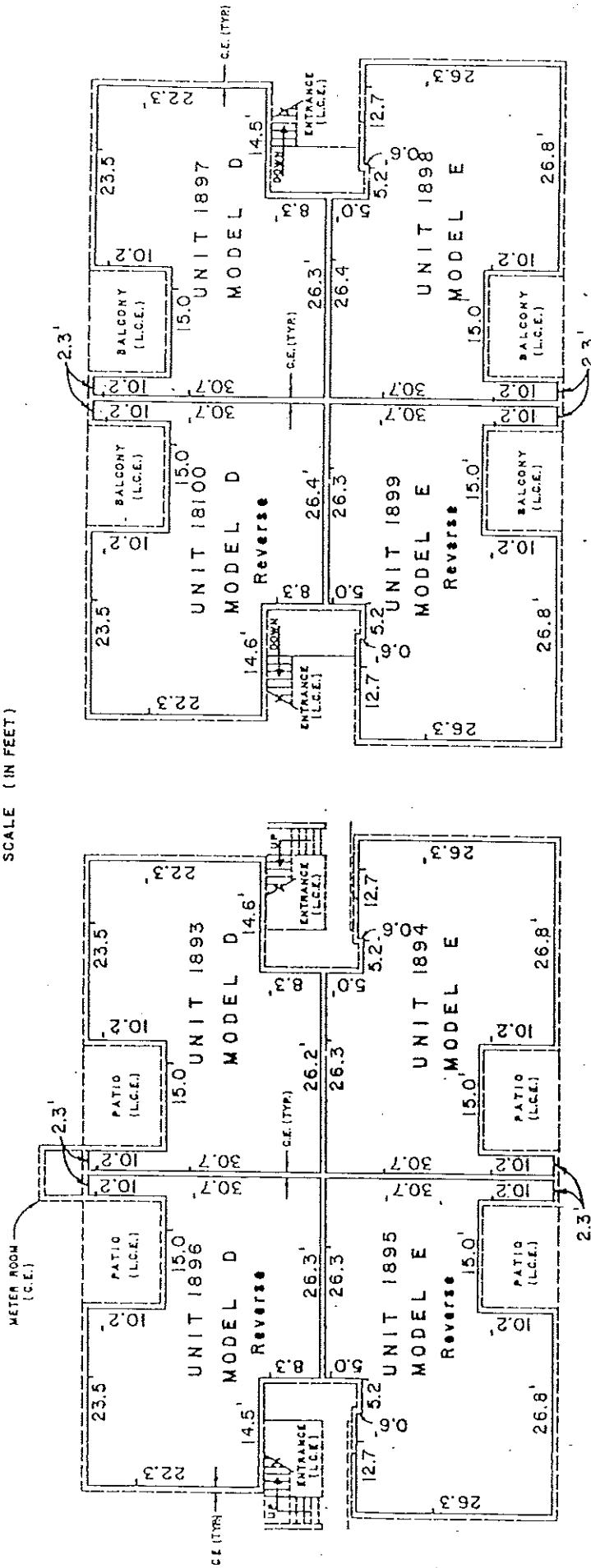
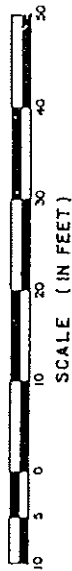
BAYWOOD VILLAGE T-"B"

## A CONDOMINIUM



# EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF BAYWOOD VILLAGE I - "B" A CONDOMINIUM BUILDING 15

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



## FIRST FLOOR

UPPER LIMIT OF UNITS 23.55' ELEV. (M.S.L.)  
LOWER LIMIT OF UNITS 15.55' ELEV. (M.S.L.)

## SECOND FLOOR

UPPER LIMIT OF UNITS 33.28' ELEV. (M.S.L.)  
LOWER LIMIT OF UNITS 25.27' ELEV. (M.S.L.)

## NOTES

- THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY UNIT OWNERS. SUCH DATA HAS BEEN CHECKED BY C.C.L. CONSULTANTS, INC. FOR CONFORMANCE WITH THE DECLARATION OF THIS UNIT.
- ALL WALLS ARE 8" THICK UNLESS OTHERWISE NOTED.
- ELEVATIONS (WHICH ARE SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
- FOR FURTHER INFORMATION REGARDING THE BOUNDARIES OF THIS UNIT, REFER TO THE DECLARATION OF THIS CONDOMINIUM.

## DESCRIPTION OF COMMON ELEMENTS

- ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNIT ARE PARTS OF THE COMMON ELEMENTS.
- WHEN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- ALL COMMON WALLS TO THE UNITS, ALL OTHER UNIT WALLS TO OUTSIDE ARE PARTS OF THE COMMON ELEMENTS.
- ALL COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING EASEMENTS FOR ACCESS TO PUBLIC WAYS.
- THE DECLARATIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HERIN.

## LEGEND

- (C.L.) INDICATES UNIT BOUNDARIES
- (L.C.E.) INDICATES COMMON ELEMENTS
- (S.T.R.) INDICATES UNIT COMMON ELEMENTS
- (B.A.L.C.) INDICATES BALCONY
- (M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

**C.C.L. CONSULTANTS, INC.**  
ENGINEERS, ARCHITECTS, PLANNERS  
1701 N.W. 10th Avenue, Suite 100, Ft. Lauderdale, FL 33304  
Tel: (305) 555-1100  
Fax: (305) 555-1101

**BAYWOOD VILLAGE I - "B"**  
A CONDOMINIUM  
BUILDING 15

DATE: 1/10/01  
BY: [Signature]  
CHECKED: [Signature]  
APPROVED: [Signature]

# Schedule I

## EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

### BAYWOOD VILLAGE I - "B", A CONDOMINIUM

#### CERTIFICATION:

THE UNDERSIGNED SURVEYING FIRM CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPREISE BUILDINGS 11 AND 12 BAYWOOD VILLAGE I - "B", A CONDOMINIUM IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF BAYWOOD VILLAGE I - "B", A CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE IN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO BUILDINGS 11 AND 12 AND COMMON ELEMENT FACILITIES SERVING BUILDINGS 11 AND 12 AS SET FORTH IN SAID DECLARATION ARE SUBSTANTIALLY COMPLETED.

C.C.L. CONSULTANTS, INC.

8/24/06  
DATE

*Ishmael S. Mohamed*

Ishmael S. Mohamed  
Registered Land Surveyor No. 2464  
State of Florida

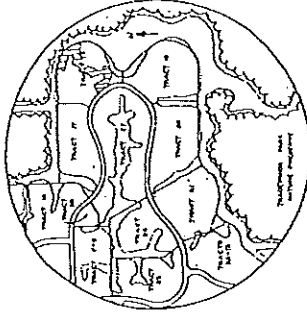
# Schedule II

NOTE: That portion of 20' DRAINAGE EASEMENT lying under buildings 9 and 10 is now in the process of being vacated.

## EXHIBIT B TO DECLARATION OF CONDOMINIUM OF BAYWOOD VILLAGE I - "B", A CONDOMINIUM

GRAPHIC SCALE - 1" = 40'

EXISTING LAKE



LOCATION SKETCH  
(INT.S.1)

R = 295.26'  
Δ = 48°53'49"  
A = 251.98'  
PER PLAT (P.B. 117, PG. 9)  
R = 297.01'

- LEGEND
- INDICATES CONDOMINIUM PROPERTY LINES
  - INDICATES BUILDING NUMBER
  - INDICATES APPROXIMATE EDGE OF WATER
  - INDICATES CONCRETE SIDEWALK
  - INDICATES TRASH CONTAINER



CCL CONSULTANTS, INC.

ENGINEERS SURVEYORS  
4 PARKERS

2023  
DATE  
1/13/23  
EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM  
OF  
BAYWOOD VILLAGE I - "B"  
SHEET  
4 of 12

REVISIONS

REVISIONS

REV. DATE

DESCRIPTION

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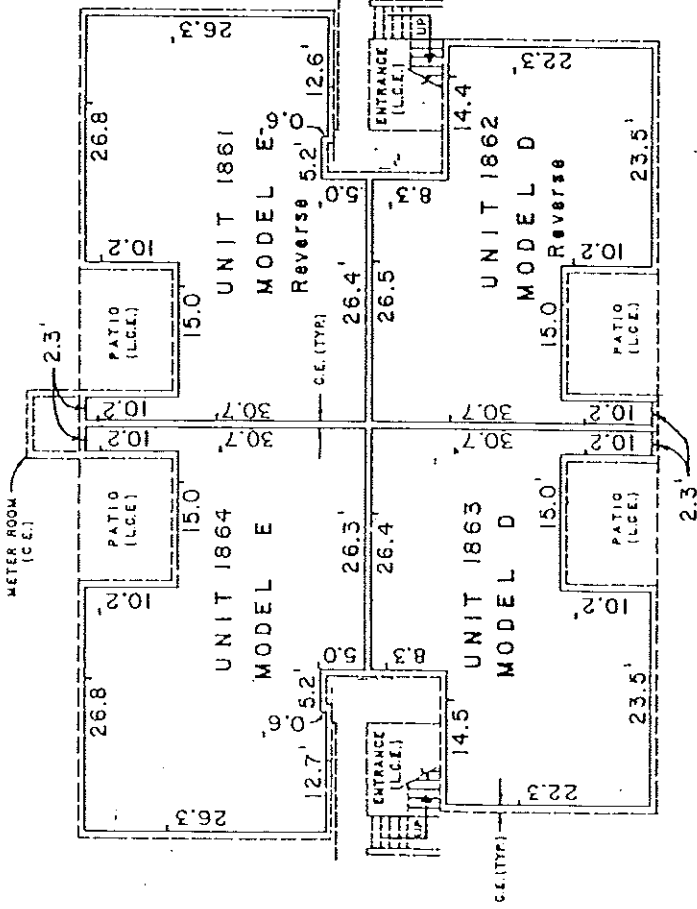
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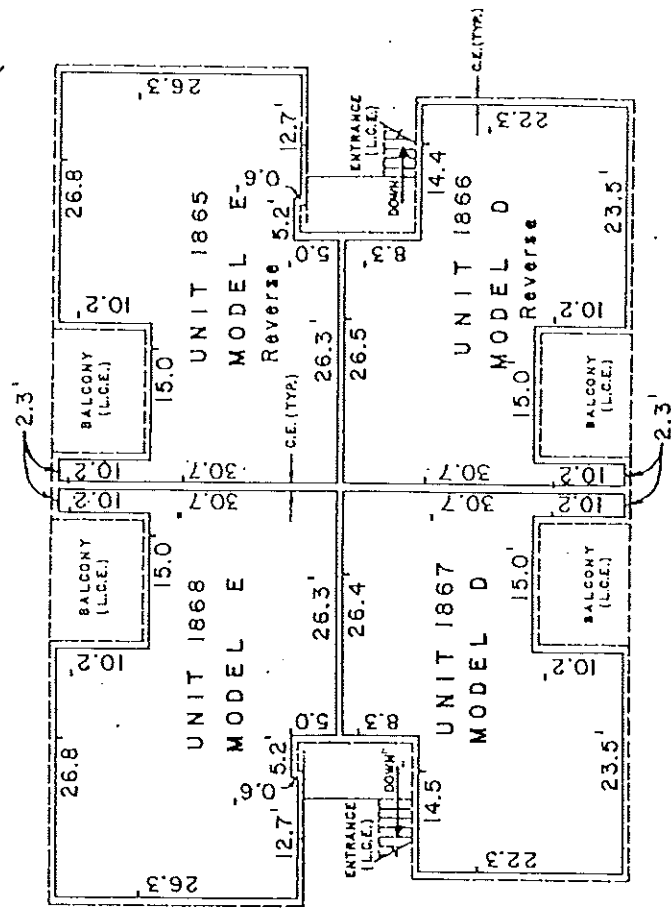
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# EXHIBIT B TO DECLARATION OF CONDOMINIUM OF **BAYWOOD VILLAGE I - "B" A CONDOMINIUM** BUILDING II *Schedule II*



## **FIRST FLOOR**

UPPER LIMIT OF UNITS 23.29 ELEV. (M.S.L.)  
 LOWER LIMIT OF UNITS 15.27 ELEV. (M.S.L.)



## **SECOND FLOOR**

UPPER LIMIT OF UNITS 35.00 ELEV. (M.S.L.)  
 LOWER LIMIT OF UNITS 25.00 ELEV. (M.S.L.)

OFFICIAL RECORD PAGE 659

### **NOTES**

- THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY: UNIT BUILDERS (FLORIDA) INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.
- ALL WALLS ARE 8" THICK, UNLESS OTHERWISE NOTED.
- ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
- FOR FURTHER INFORMATION REGARDING DIMENSIONS OF THIS UNIT, REFER TO THE DECLARATION OF THIS CONDOMINIUM.
- ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.
- ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SLO WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- ALL CONDUITS AND WIRING TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REQUIREMENTS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EXCLUSIONS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.
- THE DONATIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

### **DESCRIPTION OF COMMON ELEMENTS**

### **LEGEND**

- (C.L.) INDICATES UNIT BOUNDARIES
- (L.C.E.) INDICATES COMMON ELEMENTS
- (S.T.R.) INDICATES LIMITED COMMON ELEMENTS
- (B.A.C.) INDICATES STORAGE
- (M.S.L.) INDICATES MEAN SEA LEVEL ELEVATION.

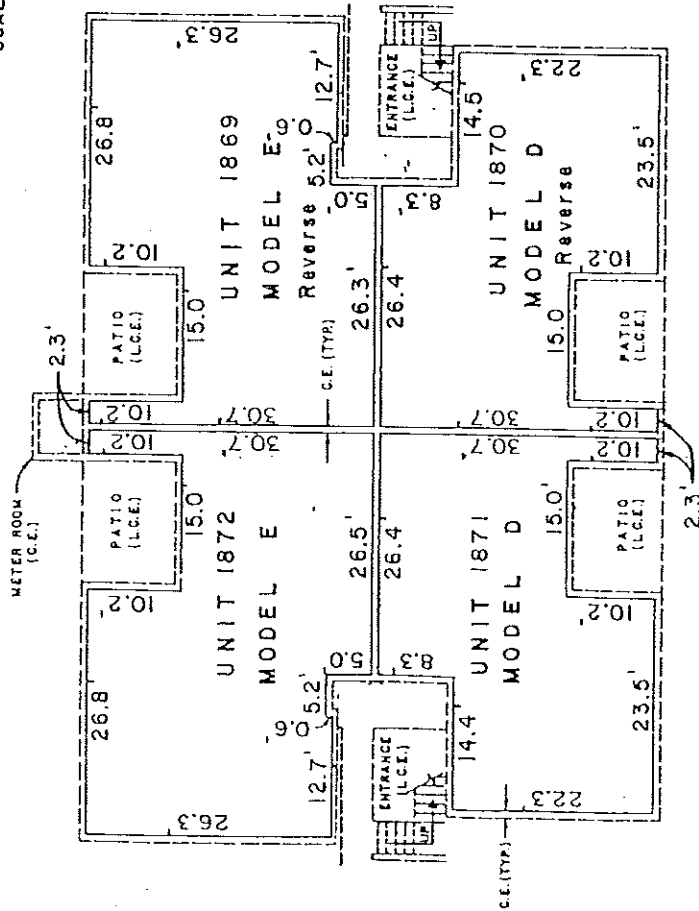
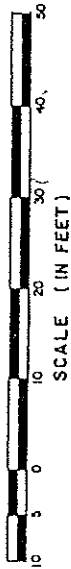
C.C.L. CONSULTANTS, INC.  
 1001 WEST BAYVIEW BOULEVARD, SUITE 100  
 MIAMI BEACH, FLORIDA 33139  
 PHONE (305) 673-1100  
 FAX (305) 673-1101

**BAYWOOD VILLAGE I - "B"**  
 A CONDOMINIUM  
 BUILDING II

DATE: 7-10-86  
 BY: [Signature]  
 CHECKED: [Signature]  
 APPROVED: [Signature]

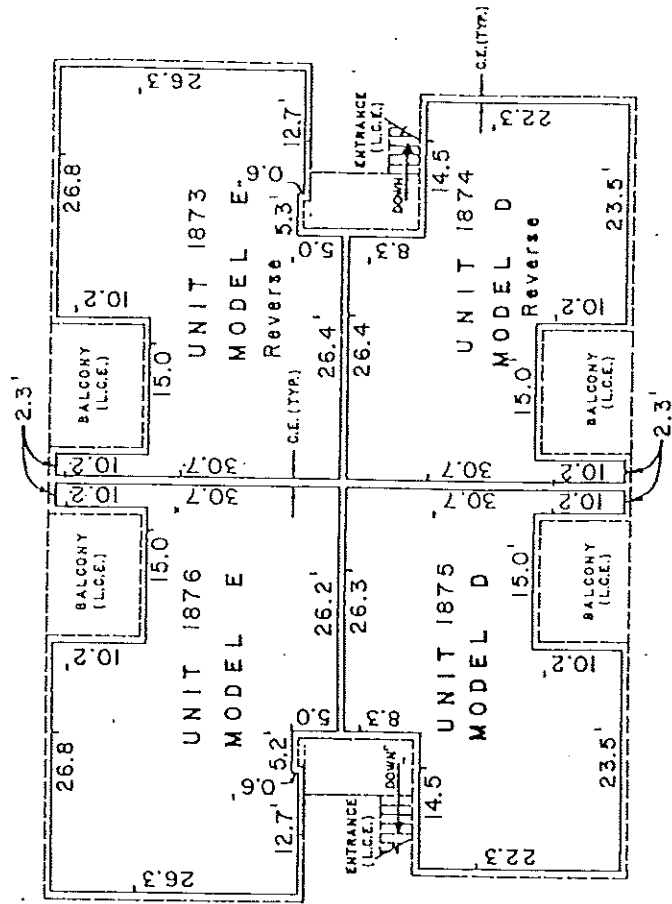
## BUILDING 12

## Schedule II



FIRST FLOOR

UPPER LIMIT OF UNITS	22.66	ELEV. (M.S.L.)
LOWER LIMIT OF UNITS	14.63	ELEV. (M.S.L.)



SECOND FLOOR

	UPPER LIMIT OF UNITS	32.38 ELEV. (M.S.L.)
	LOWER LIMIT OF UNITS	24.35 ELEV. (M.S.L.)

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

DEC 13 1968 PAGE 660

## NOTES

- THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY JUNIOR BUILDERS (FLORIDA) INC. ARCHITECTURAL FIRM, AND SURVEYED BY SUCH PLANT SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.E.L. CONSULTANTS, INC.
- ALL WALLS ARE 6/8" THICK, UNLESS OTHERWISE NOTED.
- ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
- FOR FURTHER INFORMATION REGARDING BOUNDARIES OF THIS UNIT, REFER TO THE DECLARATION OF THIS CONDOMINIUM.
- DESCRIPTION OF COMMON ELEMENTS**
- ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.
- ALL INCLOSING WALLS TO THE UNINCLOSURED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- ALL CORRIDORS AND STAIRWAYS TO OUTLETS, AND OTHER UTILITY UNITS TO OUTLETS AND ALL PLUMBING, GAS, AND ELECTRICAL CONNECTIONS, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN DECLARANTS SET FORTH IN THE DECLARATION INCLUDING BODILY AND EMINENT DOMAIN RIGHTS.
- THE DECLARATIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

[illegible]

- (C.C.) INDICATES COMMON ELEMENTS  
(L.C.C.) INDICATES LIMITED COMMON ELEMENTS  
(STR.) INDICATES STORAGE  
(BALC.) INDICATES BALCONY  
(M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION.

INDICATES UNIT BOUNDARIES

(C.F.)

(L.C.C.) INDICATES LIMITED COMMON ELEMENTS

(STR.) INDICATES STORAGE

(D.L.C.) INDICATES BALCONY

S.L. ELEV.)

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Δ 8.26-36	AS-BUILT
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**1984**

DATE	DESCRIPTION	AMOUNT	BALANCE
10/1	1000.00	1000.00	1000.00
10/2	1000.00	2000.00	2000.00
10/3	1000.00	3000.00	3000.00
10/4	1000.00	4000.00	4000.00
10/5	1000.00	5000.00	5000.00
10/6	1000.00	6000.00	6000.00
10/7	1000.00	7000.00	7000.00
10/8	1000.00	8000.00	8000.00
10/9	1000.00	9000.00	9000.00
10/10	1000.00	10000.00	10000.00
10/11	1000.00	11000.00	11000.00
10/12	1000.00	12000.00	12000.00
10/13	1000.00	13000.00	13000.00
10/14	1000.00	14000.00	14000.00
10/15	1000.00	15000.00	15000.00
10/16	1000.00	16000.00	16000.00
10/17	1000.00	17000.00	17000.00
10/18	1000.00	18000.00	18000.00
10/19	1000.00	19000.00	19000.00
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10/21	1000.00	21000.00	21000.00
10/22	1000.00	22000.00	22000.00
10/23	1000.00	23000.00	23000.00
10/24	1000.00	24000.00	24000.00
10/25	1000.00	25000.00	25000.00
10/26	1000.00	26000.00	26000.00
10/27	1000.00	27000.00	27000.00
10/28	1000.00	28000.00	28000.00
10/29	1000.00	29000.00	29000.00
10/30	1000.00	30000.00	30000.00
10/31	1000.00	31000.00	31000.00
11/1	1000.00	32000.00	32000.00
11/2	1000.00	33000.00	33000.00
11/3	1000.00	34000.00	34000.00
11/4	1000.00	35000.00	35000.00
11/5	1000.00	36000.00	36000.00
11/6	1000.00	37000.00	37000.00
11/7	1000.00	38000.00	38000.00
11/8	1000.00	39000.00	39000.00
11/9	1000.00	40000.00	40000.00
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11/11	1000.00	42000.00	42000.00
11/12	1000.00	43000.00	43000.00
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11/15	1000.00	46000.00	46000.00
11/16	1000.00	47000.00	47000.00
11/17	1000.00	48000.00	48000.00
11/18	1000.00	49000.00	49000.00
11/19	1000.00	50000.00	50000.00
11/20	1000.00	51000.00	51000.00
11/21	1000.00	52000.00	52000.00
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11/23	1000.00	54000.00	54000.00
11/24	1000.00	55000.00	55000.00
11/25	1000.00	56000.00	56000.00
11/26	1000.00	57000.00	57000.00
11/27	1000.00	58000.00	58000.00
11/28	1000.00	59000.00	59000.00
11/29	1000.00	60000.00	60000.00
11/30	1000.00	61000.00	61000.00
12/1	1000.00	62000.00	62000.00
12/2	1000.00	63000.00	63000.00
12/3	1000.00	64000.00	64000.00
12/4	1000.00	65000.00	65000.00
12/5	1000.00	66000.00	66000.00
12/6	1000.00	67000.00	67000.00
12/7	1000.00	68000.00	68000.00
12/8	1000.00	69000.00	69000.00
12/9	1		

RAYWOOD VILLAGE T. 11° 0'

BRIMWOOD VILLAGE T.O.D.

MINIMUM

Project	Location	Year
BUILDING 12	10000 10000	10000