

This Instrument Prepared by and Return to:

Erik F. Whynot, Esq.
Katzman Garfinkel
300 North Maitland Avenue.
Maitland, Florida 32751
407-539-3900

**CERTIFICATE OF SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM
OF BA-PART CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amendments to the DECLARATION OF CONDOMINIUM OF BA-PART CONDOMINIUM ASSOCIATION, INC. ("Declaration"), as originally recorded in Book 10725, Page 379, of the Official Records of Broward County, Florida, were considered and approved by the membership at a duly notice meeting of the membership, and that, specifically,

WHEREAS, the First Amendment to the Declaration of Condominium, ("First Amendment"), was recorded in Book 13349, Page 924, of the Official Records of Broward County, Florida, and;

WHEREAS, the Second Amendment to the Declaration of Condominium, ("Second Amendment") is attached hereto as Exhibit "A" and is hereby certified to have been duly and properly adopted pursuant to Article 14, of the Declaration, and;

WHEREAS, the attached Amendment was approved of by a vote of at least 51% of the Members, in person or by proxy, at the meeting of the Members held on March 17, 2015, at which a quorum was present.

IN WITNESS WHEREOF, we have affixed our hands this 29 day of June, 2015, at Fort Lauderdale, Broward County, Florida Shenandoah, Dutchess County, New York

WITNESSES

BA-PART CONDOMINIUM ASSOCIATION, INC.

Sign Macy Cupryna
Print Macy Cupryna
Sign Jeanette Krajci
Print Jeanette Krajci

By: Dorothy F. Solomon
President Vice President

~~STATE OF FLORIDA~~) ~~STATE OF NEW YORK~~
~~COUNTY OF BROWARD~~) ~~COUNTY OF DUTCHESS~~

THE FOREGOING instrument was acknowledged before me this 29th day of JUNE, 2015, by DOROTHY F. SOLOMON, as President of BA-PART CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation. VICE-PRESIDENT

Personally Known

☒ Produced Identification

NEW YORK DRIVER'S LICENSE
Type of Identification
75-1-702-536

NOTARY PUBLIC - STATE OF ~~FLORIDA~~ NEW YORK

Sign: Jeanne Pottenburgh

Print: JEANNE POTTENBURGH
Notary Public, State of New York
Reg. #01PO5020151

My commission expires Residing in Dutchess County
My Commission Expires Nov. 8, 2017

EXHIBIT "A"

SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
BA-PART CONDOMINIUM ASSOCIATION, INC.

- Section 5(3) of the declaration of condominium for BA-Part Condominium Association, Inc., is hereby amended as follows:

5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

3. Apartment.

(a) By the Association. The Association shall maintain, repair and replace as a limited common expense of the apartment building:

(1) All contributing to the support of portion a shall include but not be portions of an apartment the apartment building, which limited to the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of an apartment, floors and ceiling slabs, loadbearing columns and loadbearing walls but shall not include screening, windows, exterior doors, glass and interior surfaces of walls, ceilings and floors.

(2) All conduits, rough plumbing but not fixtures, wiring and other facilities for the furnishing of utility services which are contained in an apartment but which service all or parts of the building other than the apartment within which contained.

(3) All incidental damage caused to an apartment by such work shall be promptly repaired by the Association.

(4) Any damages to an apartment the cause of which is determined to originate from common element. For example, water damages caused to an apartment or apartments due to a leak originating from pipes within common area.

NOTE: Any provisions of the Declaration of Condominium BA-Part Condominium Association that are not specifically amended herein remain in full force and effect. New amendments are indicated by **~~bold strikethrough~~** for removed language and **bold underline** for new language.

- Section 7(1) of the declaration of condominium for BA-Part Condominium Association, Inc., is hereby amended as follows:

7. Association. The operation of the condominium shall be by BA-PART CONDOMINIUM ASSOCIATION, INC., a ~~non-profit~~ not for profit condominium association, organized pursuant to Chapter 718, Florida Statutes, and Chapter 617, Florida Statutes. A copy of its restated Articles of Incorporation is attached as Exhibit "E" and made a part hereto.

1. Powers. The Association shall have all of the powers and duties reasonably necessary to operate the condominium, as set forth in this Declaration, the By-Laws and Articles of Incorporation of the Association, and as the same may be amended from time to time. It shall also have all of the powers and duties of an association, as set forth in the Condominium Act ~~as said Act may be amended from time to time~~; the power to contract for the management of the condominium and to delegate to the contractor all of the powers and duties of the Association, except such as are specifically required by this Declaration or by the By-Laws to have the approval of the Board of Directors or the membership of the Association and the power, after prior approval by seventy-five percent (75%) or more of the record owners of all apartments, to acquire and enter into agreements where it acquires leaseholds, memberships or other possessory or use interest in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of apartment owners and to declare the expenses of rental, membership fees, operations, replacements, and other undertakings in connection therewith to be common expenses and may make covenants and restrictions concerning the use of the same by apartment owners and such other provisions not inconsistent with the Condominium Act as may be desired.

(a) Right of Entry. The Association shall have the right to enter into Units during reasonable hours, when necessary for the maintenance, repair, replacement of any common element or any portion of a unit to be maintained by the Association pursuant to this Declaration or as may be necessary to prevent damage to common elements or to a unit including, but not limited to, the ability to access a unit during any time which said unit is vacant for more than forty-eight (48) consecutive hours to allow the Association to verify that all water valves, faucets, and/or access pipes that provide water utilities to said unit have been turned off or otherwise secured to protect said unit, adjacent units, and common elements from water leaks which may occur during an owner or residents extended absence from the unit or during any time in which the unit will be otherwise vacant for more than forty-eight (48) consecutive hours.

i. Owners shall provide the Association with a copy of the key which provides access to that Owner's unit. The Association shall safe guard all key copies and no one other than a member of the board or an authorized agent of the Association shall be allowed to use said key for the purpose stated in this provision.

NOTE: Any provisions of the Declaration of Condominium BA-Part Condominium Association that are not specifically amended herein remain in full force and effect. New amendments are indicated by **bold strikethrough** for removed language and **bold underline** for new language.

- Section 10 of the declaration of condominium for BA-Part Condominium Association, Inc., is hereby amended as follows:

10. Restrictions. The following restrictions shall be applicable to and covenants running with the land of the condominium and may be amended only by compliance with provisions for amendment set forth hereinafter:

1. Residential Use. The lands of the condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes. No structures shall be constructed upon the lands other than apartment buildings or other structures intended for residential use and appurtenances thereto. Each apartment or other residential living unit shall be occupied only by ~~a single the owner or owner's~~ "immediate family" family, its servants and guests, ~~as a residencee, and for no other purpose whatsoever. No guest shall be allowed to remain or reside in the owner's unit for more than thirty (30) consecutive days. For the purposes of these Restrictions, "immediate family" is defined as the husband, wife, partner, and any biological or adopted children of said Owner, residing in a Unit.~~

No apartment may be occupied by any person in the absence of the owner, or the owner's spouse, who is not related to the owner or the owner's spouse in the second degree (grandparents, parents, children, grandchildren, brothers, or sisters) without the prior approval of the Board of Directors. The immediate family of any such person who is related within the second degree shall be permitted guests. No apartment may be divided or subdivided in to a smaller unit, or any portion thereof sold or otherwise transferred, without first amending this Declaration in accordance with the provisions of Section 14 to show the changes in the apartment or residence unit to be affected thereby.

8. Leasing. It is the general intent of the Association that the owner of ~~each a~~ unit ~~of within Ba BA-Part Condominium~~ shall occupy and use such unit as a private dwelling for himself and his immediate family, and for no other purpose, including business purposes. Therefore, the leasing of units to others as a regular practice for business, speculative, investment or other similar purposes is not permitted.

~~(a) To meet special situations to avoid undue hardship or practical difficulties the Board of Directors may grant permission to an owner to lease his unit to a specified lessee as may be granted by the Board of Directors from time to time.~~

(a) No Owner may lease his/her property or, any interest therein, or allow occupancy by a person other than the homeowner and his or her immediate family or any guest, which guest may not reside in any owner's unit for more than thirty (30) consecutive days.

NOTE: Any provisions of the Declaration of Condominium BA-Part Condominium Association that are not specifically amended herein remain in full force and effect. New amendments are indicated by **bold strikethrough** for removed language and **bold underline** for new language.

9. Unit Maintenance and Preservation. All owners, tenants, and residents shall ensure that their respective units are secured during times of extended absence from the unit. For the purpose of this provision "extended absence" means any time during which said unit will remain vacant or otherwise unoccupied for more than forty-eight (48) consecutive hours. Securing the unit includes, but is not limited to, making sure that all faucets, valves, or access pipes which provide water to said unit are turned off. Any damages that result from the failure of an owner, tenant or resident to secure their respective unit during times of extended absence from the unit will be charged to, and the sole responsibility of, the owner of said unit. Any and all expenses incurred by the Association to repair any such damages to the unit, and adjacent units, or any common elements, shall be reimbursed by the owner of said unit and shall be chargeable against said unit owner's account as a specific assessment which, if unpaid, may be secured by recording a lien against the unit and foreclosed upon in the same manner as provided for an assessment lien under this Declaration and pursuant to the Florida Condominium Act as said Act may be amended from time to time.

(a) Every Owner is required to provide the Association and/or the Association's authorized representative or management company with a copy of the key to that Owner's unit or units. The Association is authorized to enter any unit to ensure that the Unit is secure as stated under this provision or to allow the Association to have access to the Unit where damages are occurring or likely to occur to the unit, adjacent units, or Association common area as a result of any circumstance, occurrence, or event within that Unit and immediate action is necessary to remedy the circumstance, occurrence, or event and mitigate any potential damages that may result from said circumstance, occurrence or event.

10. Regulations. Reasonable regulations concerning the use of the condominium

NOTE: Any provisions of the Declaration of Condominium BA-Part Condominium Association that are not specifically amended herein remain in full force and effect. New amendments are indicated by **~~bold strikethrough~~** for removed language and **bold underline** for new language.

- Section 11 of the declaration of condominium for BA-Part Condominium Association, Inc., is hereby amended as follows:

11. Maintenance of Community Interests. In order to maintain a community of congenial residents and thus protect the value of the apartments and in order to assure the financial ability of each apartment owner to pay assessments made against him, the transfer of apartments by any owner shall be subject to the following provisions so long as the condominium exists, which provisions each owner covenants to observe:

1. Transfers Subject to Approval.

(a) Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of a majority of the Board of Directors of the Association.

(b) Lease. No apartment owner may dispose of an apartment or any interest therein by lease ~~without approval of the Board of Directors of the Association.~~

(c) Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any apartment owner shall acquire title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Board of Directors of the Association.

2. Approval by Association. The approval of the Association which is required for the transfer or ownership of apartments shall be obtained in the following manner:

(a) Notice to the Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require.

(2) Lease. ~~No apartment owner may dispose of an apartment or any interest therein by lease. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.~~

(3) Gift Devise or Inheritance; Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance or by any other manner not heretofore considered, shall give to the Association notice, in writing, of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

NOTE: Any provisions of the Declaration of Condominium BA-Part Condominium Association that are not specifically amended herein remain in full force and effect. New amendments are indicated by **bold strikethrough** for removed language and **bold underline** for new language.

(1) Sale. If the proposed transaction is a sale, then within sixty (60) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the seller and shall be recorded in the Public Records of Broward County, Florida.

(2) Lease. ~~No apartment owner may dispose of an apartment or any interest therein by lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in non-recordable form and shall be delivered to the lessor.~~

(3) Gift; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired title by gift, devise or inheritance or in any other manner, then within sixty (60) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the apartment owner and shall be recorded in the Public Records of Broward County, Florida.

(4) Corporate Owners or Purchasers. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be also approved by the Association.

3. Disapproval by Association. The association May disapprove a transfer of ownership of an apartment, without explanation or published reason.

(a) Lease. ~~No apartment owner may dispose of an apartment or any interest therein by lease. If the proposed transaction is a lease and disapproved, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.~~

(b) Gift; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, the beneficiary shall be approved by the Board of Directors of the Association as in all other transfers for occupancy.

NOTE: Any provisions of the Declaration of Condominium BA-Part Condominium Association that are not specifically amended herein remain in full force and effect. New amendments are indicated by bold ~~strikethrough~~ for removed language and bold underline for new language.

INDEX TO THE
DECLARATION OF CONDOMINIUM
BA-PART CONDOMINIUM ASSOCIATION, INC.

	Page
1. Purpose.	1
.1 Name.	
(a) The Land.	
(b) Easements.	
2. Definitions.	
.1 Apartment.	
.2 Apartment Owner.	
.3 The Association.	
.4 Board of Directors.	
.5 Common Elements	
.6 Common Expense.	
.7 Condominium Property.	
.8 Limited Common Elements.	2
.9 Limited Common Expense.	
.10 Reasonable Attorneys' Fees.	
.11 Singular, Plural, Gender.	
.12 Utility Services.	
3. Plans.	
.1 Inset Survey and Plans.	
.2 Easements.	
(a) Utilities.	3
(b) Pedestrian and Vehicular Traffic.	
.3 Apartment Buildings.	
.4 Other Improvements.	
.5 Limited Common Elements.	
.6 Common Elements.	
.7 Apartments - Boundaries.	
.8 Easement for Unintentional and Non-Negligent Encroachments.	4
4. Apartment Building.	
.1 Plans.	
.2 Apartments.	
.3 Limited Common Elements.	
.4 Appurtenances to Each Apartment.	
(a) Automobile Parking Space.	5
(b) Common Elements.	
(c) Limited Common Elements.	
(d) Association.	
.5 Liability for Common Expenses and Share of Common Surplus.	6
.6 Liability for Limited Common Expenses and Share of Limited Common Surplus.	
5. Maintenance, Alteration and Improvement.	
.1 Common Element.	
(a) By the Association.	
(b) Alteration and Improvement.	7
.2 Limited Common Elements.	
(a) By the Association.	
(b) Alteration and Improvement.	
.3 Apartments.	
(a) By the Association.	
(b) By the Apartment Owner.	8
(c) Alteration and Improvement.	
.4. Alterations and Improvements - General.	
6. Assessments.	
.1 Share of Common Expense.	9
.2 Share of Limited Common Expense.	
.3 Payments.	
.4 Lien for Assessments.	
7. Association.	
.1 Powers.	
.2 By-Laws.	
.3 Limitation upon Liability of Association.	10
8. Insurance.	
.1 Duty and Authority to Obtain.	
.2 Required Coverage.	
.3 Waiver by Insurer.	11

MAR 15 11 00 AM '83

OFF 10725Pg 379

.4	Optional Coverage.	
.5	Premiums.	
.6	Assured.	12
.7	Insurer.	
.8	Insurance Trustee.	
	(a) Qualifications, Rights and Duties.	
.9	Application of Insurance Proceeds.	13
	(a) Common Elements Only.	
	(b) Apartments.	
.10	Deposits to Insurance Trustee After Damage.	14
.11	Approval.	15
.12	Benefits of Mortgagee.	
9.	Reconstruction or Repair After Casualty.	
.1	Determination to Reconstruct or Repair.	
	(a) Common Element.	
	(b) Limited Common Elements.	
	(c) Apartment Building.	
	(1) Partial Destruction.	
	(2) Total Destruction.	
	(d) Certificate.	16
.2	Plans and Specifications.	
.3	Responsibility.	
.4	Estimate of Costs.	
.5	Assessments for Reconstruction and Repair.	
	(a) Common Elements.	
	(b) Apartments and Limited Common Elements.	17
.6	Construction Funds.	
	(a) By Whom Held.	
	(b) Insurance Trustee.	
	(1) Apartment Owner.	
	(2) Association - Lesser Damage.	
	(3) Association - Major Damage.	18
	(4) Surplus.	
	(5) Certificate.	
10.	Restrictions.	
.1	Residential Use.	19
.2	Children.	
.3	Pets.	
.4	Nuisances.	
.5	Lawful Use.	
.6	Signs.	20
.7	Exterior Appearance.	
.8	Leasing.	
.9	Regulations.	
11.	Maintenance of Community Interests.	
.1	Transfers Subject to Approval.	21
	(a) Sale.	
	(b) Lease.	
	(c) Gift.	
	(d) Devise or Inheritance.	
.2	Approval by Association.	
	(a) Notice to Association.	
	(1) Sale.	
	(2) Lease.	
	(3) Gift; Devise or Inheritance; Other Transfers.	
	(4) Failure to Give Notice.	
	(b) Certificate of Approval.	22
	(1) Sale.	
	(2) Lease.	
	(3) Gift; Devise or Inheritance;	
	(4) Corporate Owners or Purchasers.	
.3	Disapproval by Association.	
	(a) Lease.	
	(b) Gift; Devise or Inheritance; Other Transfers.	
	(b) Certificate of Approval.	
.4	Mortgage.	
.5	Exceptions.	23
.6	Separation of Interests.	

OFF 10725Pg 380

.7	Unauthorized Transactions.	
.8	Notice of Lien or Suit.	
	(a) Notice of Lien.	
	(b) Notice of Suit.	
	(c) Failure to Comply.	
12.	Purchase of Apartments by Association.	
.1	Decision.	
.2	Limitation.	24
13.	Compliance and Default.	
.1	Negligence.	
.2	Costs and Attorney's Fees.	
.3	No Waiver of Rights.	
14.	Amendments.	25
.1	Notice.	
.2	Resolution.	
.3	Agreement.	
.4	Proviso.	
.5	Execution and Recording.	
15.	Termination.	
.1	Agreement.	
	(a) Exercise of Option.	26
	(b) Price:	
	(c) Payment.	
	(d) Closing.	
.2	Total Destruction of the Apartment Building.	
.3	Destruction of Less Than All of the Apartment Building.	27
.4	General Provisions.	
.5	Amendment.	
16.	Condemnation.	28
.1	Deposit of Awards with Insurance Trustee.	
.2	Determination Whether to Continue Condominium.	
.3	Disbursement of Funds.	
.4	Apartment Reduced but Tenantable.	
	(a) Restoration of Apartment.	
	(b) Distribution of Surplus.	
	(c) Adjustment of Shares in Common Elements.	
.5	Unit Made Untenantable.	29
	(a) Payment of Award.	
	(b) Addition to Common Elements.	
	(c) Adjustment of Shares in Common Elements.	
	(d) Assessments.	
.6	Arbitration. If the market value of an apart-	30
.7	Taking of Common Elements.	
.8	Amendment of Declaration.	
17.	Severability.	
Exhibit A:	Description of Land:	32
Exhibit B:	Easements:	33-35
Exhibit C:	Surveyor's Cert., Site, Ground & Floor Plan:	36-39
Exhibit D:	Common Expense:	40
Exhibit E:	Articles of Incorporation:	41-48

DECLARATION OF CONDOMINIUM
BA-PART CONDOMINIUM ASSOCIATION, INC.

BA-PART, INC., a non-profit Florida corporation, hereby makes this Declaration of Condominium with the following declarations:

1. Purpose. The purpose of this Declaration is to affirm that the lands described and improvements described are in a condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes herein called the "Condominium Act".

.1 Name. The name by which this condominium is identified is "BA-PART CONDOMINIUM".

(a) The Land. The lands lying and being situated in Broward County, Florida, as more particularly set forth in Exhibit "A" attached hereto, which lands are herein called the "land". (Description and Location of Property) - Exhibit "A".

(b) Easements. The easements set forth in Exhibit "B", attached hereto, herein called the "easements", which are appurtenant to the land, and, in part, upon the land having been perpetuated by use. (Copy of Easements) - Exhibits "B".

2. Definitions. The terms used herein and in the By-Laws shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

.1 Apartment. Apartment means unit as defined by the Condominium Act.

.2 Apartment Owner. Apartment owner means unit owner as defined by the Condominium Act.

.3 The Association. The Association means BA-PART, INC., located at 2701 Yacht Club Blvd., Fort Lauderdale, Florida 33304, a non-profit Florida corporation, and its successors.

.4 Board of Directors. The Board of Directors means the Board of Administration as defined in the Condominium Act.

.5 Common Elements. Common elements shall include (a) the condominium property not included in the apartments and in the limited common elements, (b) tangible personal property required for the maintenance and operation of the common elements and limited common elements even though owned by the Association and (c) other items stated in the Condominium Act.

.6 Common Expense. Common expenses include (a) expenses of administration and management of the condominium property, (b) expenses of maintenance, operation, repair or replacement of common elements, (c) expenses declared common expenses by the provisions of this Declaration or the By-Laws, and (d) any valid charge against the condominium as a whole.

.7 Condominium Property. Condominium property means and includes the land and all improvements thereon and all

easements and rights of way appurtenant thereto intended for use in connection with the condominium.

.8 Limited Common Elements. Limited common elements mean and include those common elements which are reserved for the use of certain apartments to the exclusion of other apartments.

.9 Limited Common Expense. Limited common expense includes (a) expense of maintenance, operation, repair or replacement of limited common elements and portions of apartments to be maintained by the Association and (b) expenses declared limited common expenses by the provisions of this Declaration or the By-Laws.

.10 Reasonable Attorneys' Fees. Reasonable attorneys' fees mean and include reasonable fees for the services of attorneys at law whether or not judicial or administrative proceeds are involved, and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

.11 Singular, Plural, Gender. Whenever the context so permits, the use of the singular shall include the plural, and the plural the singular, and the use of any gender shall be deemed to include all genders.

.12 Utility Services. Utility services as used in the Condominium Act and construed with reference to this condominium and as used in the Declaration and By-Laws shall include but not be limited to electric power, water, natural or bottled gas, garbage disposal and sewage disposal.

3. Plans. Plans filed herewith at the County Courthouse in Broward County, Florida, by BA-PART, INC. a Florida non-profit corporation, are described and established as follows (Exhibit "C"):

.1 Inset Survey and Plans.

- (a) Surveyor's Certificate
- (b) Site Plan
- (c) Elevation
- (d) Ground Floor Plan, Northwest Unit One
- (e) Ground Floor Plan, West Unit Two
- (f) Ground Floor Plan, South Unit Three
- (g) Ground Floor Plan, Southeast Unit Four
- (h) Typical Floor Plan, Northwest Unit One
- (i) Typical Floor Plan, West Unit Two
- (j) Typical Floor Plan, South Unit Three
- (k) Typical Floor Plan, Southeast Unit Four

.2 Easements. Each of the following easements is a covenant running with the land of the condominium and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the

condominium and the exclusion of any of the lands of the condominium from the condominium.

(a) Utilities. As may be required for utility services in order to adequately serve the condominium; provided, however, easements through an apartment shall only be according to the plans and specifications for the building containing the apartment or as the building is actually constructed, unless approved, in writing, by the apartment owner.

(b) Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across sidewalks, paths, walks and lanes, as the same may from time to time exist, upon the common elements, and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portions of the condominium property.

.3 Apartment Buildings. The condominium includes four apartment buildings, which is designated, described and set forth in Section 3.1 of this Declaration and said building was constructed substantially in accordance with plans therefor prepared by Charles F. McKirahan, Architect, of Fort Lauderdale, Florida.

.4 Other Improvements. The condominium includes, but is not necessarily limited to, automobile parking areas, landscaping and swimming pool, which are and will be a part of the common elements.

.5 Limited Common Elements. Limited common elements shall include everything contained within the definition thereof as set forth in Section 2.8 of this Declaration.

.6 Common Elements. Common elements shall include everything contained within the definition thereof as set forth in Section 2.5 of this Declaration.

.7 Apartments - Boundaries. Each apartment shall include that part of the apartment building containing the apartment which lies within the boundary of the apartment which boundaries are:

(a) Horizontal Boundaries. The upper and lower boundaries of an apartment shall be:

(1) Upper Boundary

(a) Apartment Next to Roof. The plane of the under surface of the roof slab.

(b) Other Apartments. The plane of the under surface of the floor slab of the floor above.

(2) Lower Boundary. The plane of the under surface of the floor slab.

(b) Vertical Boundaries. Vertical boundaries of the apartment shall be:

(1) Exterior Building Walls.

(a) The exterior of the outside walls of the building bounding an apartment and where there is attached to the building a balcony, loggia or terrace, serving only the apartment being bounded, such boundaries shall be deemed to include such structures and fixtures thereon.

(2) Interior Building Walls. The center line of all walls bounding an apartment.

.8 Easement for Unintentional and Non-Negligent Encroachments. If an apartment shall encroach upon any common element, limited common element or upon any other apartment by reason of original construction or by the non-purposeful or non-negligent act of the apartment owner, then an easement appurtenant to such encroaching apartment, to the extent of such encroachment, shall exist as long as such encroachment shall exist. If any common element or limited common element shall encroach upon any apartment by reason of original construction or the non-purposeful or non-negligent act of the Association, then an easement appurtenant to such common element or limited common element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

4. Apartment Building.

.1 Plans. The plans are those described hereinbefore in Section 3.1 of this Declaration.

.2 Apartments. The apartments in the building were identified and briefly described in the material set out hereinbefore in Section 3.1 of this Declaration and the locations and boundaries of each apartment in the building are more particularly described in the same material.

.3 Limited Common Elements. -The apartment building, together with:

(a) its foundations, and

(b) exclusive easements for the support of the building upon the land beneath and to the air space occupied by it as the same exists at any particular time and as the building may be lawfully altered or reconstructed from time to time, which easements shall be automatically terminated upon land or air space which is vacated from time to time, less that portion of the building from time to time contained in apartments, is a limited common element of said building reserved exclusively for apartments in such building.

.4 Appurtenances to Each Apartment. The owner of each apartment shall own a share and certain interests in the condominium property which are appurtenant to his apartment, which include but are not limited to the following items which are

appurtenant to the several apartments, as indicated:

(a) Automobile Parking Space. The right to use for automobile parking only the parking space which may from time to time be attributed by the Board of Directors of the Association to a particular apartment is an attribution which shall not be recorded among the public records. The Board of Directors may from time to time, should they determine there be a need, change the parking space attributed to an apartment, provided that an apartment always has a parking space. This provision is made in contemplation of the fact that from time to time one or more apartment owners may be under a physical disability which would call for the attribution of a parking space more convenient to their apartments and to give the Association the power and flexibility to deal with such situations. The type of vehicle occupying any parking space must conform to state, county and city laws and ordinances.

(b) Common Elements. The undivided share in the land and other common elements which is appurtenant to each apartment as set forth in Exhibit "D", attached.

(c) Limited Common Elements. An undivided share in the limited common elements of the apartment building in which the apartment is situated as set forth in Exhibit "D", attached.

(d) Association. The membership of each apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

.5 Liability for Common Expenses and Share of Common Surplus. Each apartment owner shall be liable for a proportionate share of the common expenses and shall be entitled to a share of the common surplus, the proportions being set forth in Exhibit "D" attached. The foregoing right to a share of the common surplus does not include the right to withdraw or require payment or distribution of the same.

.6 Liability for Limited Common Expenses and Share of Limited Common Surplus. Each apartment owner shall be liable for a proportionate share of the limited common expenses and shall be entitled to a share of the limited common surplus, the proportions being set forth in Exhibit "D" attached. The foregoing right to a share of the limited common surplus does not include the right to withdraw or require payment or distribution of the same.

5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

.1 Common Element.

(a) By the Association. The maintenance and

operation of the common elements shall be the responsibility of the Association and a common expense.

(b) Alteration and Improvement. There shall be no alteration nor further improvement of the common elements without prior approval, in writing, by record owners of seventy-five (75%) per cent of all apartments. The cost of such alteration or improvement shall be a common expense and so assessed.

.2 Limited Common Elements.

(a) By the Association. The maintenance and operation of limited common elements shall be the responsibility of the Association and a limited common expense to be shared proportionately by all unit owners. Whenever an alteration or change of a limited common element is approved by the Association for the personal pleasure, desire or benefit of a unit owner or unit owners, then said owner or owners shall pay all costs.

(b) Alteration and Improvement. There shall be no alteration or further improvement of the limited common elements without prior approval, in writing, by the Board of Directors. Any alterations or improvements, which are approved by the Board of Directors, must adhere strictly to the architectural design of the building and must present a fully conforming and professionally finished external appearance. Should any apartment owner be authorized to alter or improve a limited common element, said owner or owners, their heirs and assigns, will be fully responsible for the cost thereof and all damages resulting therefrom. There shall be no change in the shares or rights of an apartment owner in the limited common elements which are altered or improved.

.3 Apartment.

(a) By the Association. The Association shall maintain, repair and replace as a limited common expense of the apartment building:

(1) All portions of an apartment contributing to the support of the apartment building, which portions shall include but not be limited to the outside walls of the apartment building and all fixtures on the exterior thereof, boundary walls of an apartment, floors and ceiling slabs, loadbearing columns and loadbearing walls but shall not include screening, windows, exterior doors, glass and interior surfaces of walls, ceilings and floors.

(2) All conduits, rough plumbing but not fixtures, wiring and other facilities for the furnishing of utility services which are contained in an apartment but which service all or parts of the building other than the apartment within which contained.

(3) All incidental damage caused to an

apartment by such work shall be promptly repaired by the Association.

(b) By the Apartment Owner. The responsibility of the apartment owner shall include:

(1) The maintenance, repair and replacement at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air-conditioners, heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, including boundary and exterior walls, floors and ceilings and all other portions of his apartment except the portions specifically to be maintained, repaired and replaced by the Association.

(2) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without the prior approval, in writing, of the Board of Directors.

(3) To report promptly to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.

(c) Alteration and Improvement. Subject to the other provisions of Section 5.3 of this Declaration, and which in all cases shall supersede and have priority over the provisions of this section when in conflict therewith, an apartment owner may make such alterations and improvements to his apartment at his sole and personal cost as he may be advised, provided all work shall be done without disturbing the rights of other apartment owners and further provided that an apartment owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening, exterior door, windows, structural or loadbearing member, electrical service or plumbing service, without obtaining the prior written approval of the Board.

.4 Alterations and Improvements - General. Neither an apartment owner nor the Association shall make any alteration in the portions of an apartment or the apartment building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would jeopardize the safety or soundness of the apartment building or impair any easement without first obtaining approval in writing of sixty percent (60%) of the owners of all other apartments and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in Florida shall be filed with the Association prior to the granting of such approval and the start of the work.

6. Assessments. The making and collection of assessments against apartment owners for common expenses and

limited common expenses shall be pursuant to the By-Laws and subject to the following provisions:

.1 Share of Common Expense. Each apartment owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, with proportions as set forth in Exhibit "D" attached, but the same shall not vest or create in any apartment owner the right to withdraw or receive distribution of his share of the common surplus. Utilities shall be prorated among apartments using such utility service, with apartments not using a given utility exempt from utility assessment.

.2 Share of Limited Common Expense. Each apartment owner shall be liable for a proportionate share of the limited common expenses and share in the limited common surplus, with proportions as set forth in Exhibit "D" attached, but the same shall not vest or create in any apartment owner the right to withdraw or receive distribution of his share of the limited common surplus.

.3 Payments. Assessments and installments thereon paid on or before five (5) days after the day when the same shall become due, shall not bear interest but all sums not paid on or before five (5) days when due shall bear interest at the rate of ten percent (15%) per annum from the date when due. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment be not paid on or before thirty (30) days after the same shall become due, the Board of Directors may declare the entire assessment as to the delinquent owner then due and payable in full as if so originally assessed.

.4 Lien for Assessments. The Association shall have a lien on each apartment for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment and/or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Broward County, Florida, a claim of lien stating the description of the apartment, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Such liens shall be subordinate to the lien of a mortgage or other liens recorded prior to the date of recording the claim of this lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like

manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of the foreclosure of the first mortgage or where a mortgagee of a first mortgage of record obtains title to the apartment as a result of a conveyance in lieu of foreclosure of the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses, limited common expenses, or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses, limited common expenses or assessments shall be deemed to be common expenses collectable from all of the apartment owners including the acquirer, its successors and assigns.

7. Association. The operation of the condominium shall be by BA-PART, INC., a non-profit condominium association, organized pursuant to Chapter 718, Florida Statutes, and Chapter 617, Florida Statutes. A copy of its Restated Articles of Incorporation is attached as Exhibit "E" and made a part hereof.

.1 Powers. The Association shall have all of the powers and duties reasonably necessary to operate the condominium, as set forth in this Declaration, the By-Laws and Articles of Incorporation of the Association, and as the same may be amended. It shall also have all of the powers and duties of an association, as set forth in the Condominium Act; the power to contract for the management of the condominium and to delegate to the contractor all of the powers and duties of the Association, except such as are specifically required by this Declaration or by the By-Laws to have the approval of the Board of Directors or the membership of the Association and the power, after prior approval by seventy-five percent (75%) or more of the record owners of all apartments, to acquire and enter into agreements where it acquires leaseholds, memberships or other possessory or use interest in lands or facilities, including but not limited to country clubs, golf courses, marinas, and other recreational facilities, whether or not contiguous to the lands of the condominium, intended to provide for the enjoyment, recreation or other use or benefit of apartment owners and to declare the expenses of rental, membership fees, operations, replacements, and other undertakings in connection therewith to be common expenses and may make covenants and restrictions concerning the use of the same by apartment owners and such other provisions not inconsistent with the Condominium Act as may be desired.

.2 By-Laws. The Amended By-Laws of the Association

are set forth in Exhibit "F" attached hereto and made a part hereof.

.3 Limitation upon Liability of Association.

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

8. Insurance.

Insurance shall be carried and kept in force at all times in accordance with the following provisions:

.1 Duty and Authority to Obtain. The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry as well as all coverage which it is required by the Condominium Act to carry. The Association may also obtain and keep in force any or all such other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the apartment owners and their mortgagees, and a certificate evidencing a mortgagee endorsement shall be issued to the Mortgagee of each apartment.

(a) The owner(s) of each apartment may, at the expense of such owner(s), obtain insurance coverage against damage to and loss of the contents of the apartment, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses; provided, that each policy of such insurance purchased by an apartment owner shall, where such provision is available, provide that the insurer waives its right of subrogation as to any claim or claims against other apartment owners, the Association, and their respective employees, agents, guests, and invitees.

.2 Required Coverage. The Association shall purchase and carry insurance coverage as follows:

(a) Casualty Insurance. Casualty insurance covering the building and other improvements of the condominium, including, without limitation, apartments, the bathroom, kitchen fixtures, and other additions initially installed within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the apartments by the original developer pursuant to the original plans and specifications, and common elements, in an amount equal to the maximum insurance replacement value thereof (subject to reasonable deductible clauses), exclusive of excavation and foundation costs, as determined annually by the Board of Directors of the Association; such insurance to afford protection against:

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

(2) Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar in construction, location and use, to the building and other improvements of the condominium, including, without limitation, vandalism, and malicious mischief, windstorm, water damage and war risk insurance, if available; and

(3) Public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board of Directors of the Association to protect the Association and the owners of all apartments, including, without limitation, hired automobile, non-owned automobile, off-premises employee coverage, water damage and legal liability, with cross-liability endorsements to cover liability of all apartment owners as a group to each apartment owner; and

(4) Workmen's compensation insurance to meet the requirements of law;

(5) Flood insurance, if the same shall be necessary under the laws of the United States for federally related mortgage lenders to make mortgage loans on apartments; and

(6) Fidelity insurance, if applicable, covering all officers and employees of the Association and any managing agent who handles Association funds.

.3 Waiver by Insurer. Wherever obtainable and if practical the insurance policies shall waive the insurer's right to (a) subrogation against the Association and against apartment owners individually and as a group; (b) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk, and (c) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more apartment owners.

.4 Optional Coverage. The Association may purchase and carry such other insurance coverage, other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and apartment owners, or as an institutional lender may reasonably require while it holds a mortgage encumbering any apartment.

.5 Premiums. Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the

provisions of this Article, shall be assessed against and collected from apartment owners as common expenses.

.6 Assured. All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, the owners of apartments and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the "Insurance Trustee," as herein identified, or to its successor, and the proceeds from insurance against any casualty loss shall be held for the use of the Association, apartment owners and their respective mortgagees, as their interest may appear, to be applied or distributed in the manner herein provided. The Association is hereby constituted and appointed agent for all apartment owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

.7 Insurer. All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Association's selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association. All insurance policies shall be issued by an insurance company authorized to do business in Florida and having an office or agent located in the County.

.8 Insurance Trustee. The Association shall have the right, prior to or upon the occurrence of any event causing or resulting in the need for the same, to designate the Insurance Trustee and all persons beneficially interested in such insurance coverage shall be bound by the Association's selection of the Insurance Trustee.

(a) Qualifications, Rights and Duties. The Insurance Trustee shall be a bank with trust powers doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty insurance, the sufficiency of coverage, the form or content of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, apartment owners and their respective mortgagees, to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected

REC 10725 PG 393

from apartment owners as a common expense. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to apartment owners and their mortgagees, as their respective interest may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath and provided to the Insurance Trustee upon request to the Association; such certificate to certify the name or names of the owners of each apartment, the mortgagee(s) thereof and the respective percentages of any distribution which is to be made to such owner(s) and mortgagee(s), as their respective interest may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder(s) of any mortgage or mortgages encumbering an apartment shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgage(s), unless the insurance proceeds represent a distribution to the owner(s) of the apartment and the mortgagee(s) thereof, after such insurance proceeds have been first applied to the repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner(s) of the apartment and the mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the common elements and as to which a determination is made not to repair, replace or restore such personal property.

.9 Application of Insurance Proceeds. The proceeds of casualty insurance paid to the Insurance Trustee by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

(a) Common Elements Only. The proceeds paid to the Insurance Trustee for loss of or damage to real property constituting common elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such common elements, the excess shall be paid by the Insurance Trustee to the owners of all apartments, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each apartment in the common elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such common elements, the Association shall deposit with the Insurance Trustee, from the Association Reserve

OFF 10725 Pg 394

Fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association Reserve Fund has been established, or if any such Association Reserve Fund has been established and is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect it from, all apartment owners as a common expense.

(b) Apartments. The proceeds paid to Insurance Trustee for loss of or damage to the building constituting common elements and one or more apartments thereof, shall be first applied to the repair, replacement or reconstruction of common elements, then to the repair, replacement or reconstruction of any apartment or apartments in such building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such common elements and apartments, the excess shall be paid by the Insurance Trustee to the owners of the damaged or destroyed apartments and their respective mortgagees, as their interest may appear, in shares or proportions equal to the undivided interest appurtenant to each such apartment in the common elements. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the common elements but shall be insufficient to pay the cost of repair, replacement or reconstruction of the damaged or destroyed apartment or apartments in such building, the Association shall assess the amount of the difference against, and collect the same from, the owner(s) of the apartment(s) damaged or destroyed, in proportion that the amount of damage sustained to each such apartment bears to the total deficit, and deposit such sum with the Insurance Trustee to be applied by the Insurance Trustee toward the total cost of repairing, replacing or reconstruction of all of such damaged or destroyed common elements or apartments. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the common elements (to which the Insurance Trustee is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of apartments), the difference between the total cost of repairing, replacing or reconstructing the common elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all apartment owners, as a common expense, and, in such event, the cost of repairing, replacing or reconstructing the apartment or apartments destroyed or damaged shall be assessed by the Association against, and collected from the owner(s) of such damaged or destroyed apartments.

.10 Deposits to Insurance Trustee After Damage.
Within sixty (60) days after a loss of or damage to condominium

property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any he cost construction bond which the Board of Directors may require. If, from such estimates, it shall appear that the insurance proceeds e payable for such loss or damage will be insufficient to pay the cost of such repair, replacement or reconstruction, the additional money required to pay the total cost thereof, whether it is to be paid by one or more apartment owners, shall be deposited with the Insurance Trustee not later than thirty (30) days from the day on which the Insurance Trustee receives the insurance proceeds. nt to

.11 Approval. Each insurance policy, the agency and company issuing the policy, and the Insurance Trustee shall be the subject to the approval of the institutional mortgagee then t, and holding the greatest dollar volume of mortgages encumbering the or apartments of the condominium.

.12 Benefits of Mortgagee. Certain of the it such provisions in this Article titled "Insurance" are for the benefit of mortgagees of condominium apartments. Those provisions are covenants for the benefit of mortgagees and may be enforced by such mortgagees.

9. Reconstruction or Repair After Casualty.

.1 Determination to Reconstruct or Repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty seventy-five percent (75%) of the apartment owners and all mortgagees, being banks, savings and loan associations, and insurance companies, holding first mortgages upon apartments, agree in writing that the same shall not be reconstructed or repaired.

(b) Limited Common Elements. If the damaged improvement is a limited common element, the same shall be reconstructed or repaired unless the damages to the apartment building containing such limited common element extend to apartments contained within such building, in which case the provisions relative to reconstruction and repair of the apartment building, as elsewhere provided, shall pertain.

(c) Apartment Building.

(1) Partial Destruction. If the damaged improvement is an apartment building and less than ninety percent (90%) of the amount of insurance applicable to such apartment building is forthcoming by reason of such casualty, then the apartment building shall be reconstructed and repaired unless seventy-five percent (75%) of the owners of the apartments con-

tained within such building and all mortgagees, being banks, savings and loan associations and insurance companies, holding first mortgages upon apartments contained within such building shall within sixty (60) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

(2) Total Destruction. If the damaged improvement is an apartment building and ninety percent (90%) or more of the amount of casualty insurance applicable to such apartment building is forthcoming by reason of such casualty, the apartment building shall not be reconstructed or repaired unless within sixty (60) days after casualty seventy-five percent (75%) of the owners of the apartments contained within such building and all mortgagees, being banks, savings and loan associations and insurance companies, holding first mortgages upon apartments contained within such building shall within sixty (60) days after casualty agree, in writing, that the same shall be reconstructed or repaired.

(d) Certificate. The Insurance Trustee may rely upon a notarized certificate of the Association made by its President and Secretary to determine whether or not the apartment owners, where so provided, have decided whether or not to reconstruct or repair.

.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged property is an apartment building, by the owners of all damaged apartments therein, which approvals shall not be unreasonably withheld.

.3 Responsibility. If the damage is only to those parts of apartments for which the responsibility of maintenance and repair is that of apartment owners, then the apartment owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

.5 Assessments for Reconstruction and Repair.

(a) Common Elements. Assessments shall be made against all apartment owners in amounts sufficient to provide funds for the payment of such costs. Such assessments shall be in proportion to each apartment owner's share in the common elements.

(b) Apartments and Limited Common Elements.

Assessments shall be made against the apartment owners who own the damaged apartments and against the owners of all apartments contained in the apartment building in the case of damage to the limited common elements thereof in sufficient amounts to provide for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartments. Such assessments on account of damage to the limited common elements shall be in proportion to each apartment owner's share in the limited common elements.

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

(a) By Whom Held. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair, which is the responsibility of the Association, is more than \$10,000, then 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 shall disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against apartment 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:

(1) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner, shall be paid by the Insurance Trustee to the apartment owner or if there is a mortgage endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) Association - Lesser Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000, 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.

(3) Association - Major Damage. If the amount of the estimated costs or reconstruction and repair, which is the responsibility of the Association, is more than \$10,000, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon the approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

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

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a notarized certificate of the Association made by its President and Secretary as to any and all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; 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.

10. Restrictions. The following restrictions shall be applicable to and covenants running with the land of the condominium and may be amended only by compliance with provisions for amendment set forth hereinafter:

.1 Residential Use. The lands of the condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes. No structures shall be constructed upon the lands other than apartment buildings or other structures intended for residential use and appurtenances thereto. Each apartment or other residential living unit shall be occupied only by a single family, its servants and guests, as a residence, and for no other purpose whatsoever.

No apartment may be occupied by any person in the absence of the owner, or the owner's spouse, who is not related to the owner or the owner's spouse in the second degree (grandparents, parents, children, grandchildren, brothers, or sisters) without the prior approval of the Board of Directors. The immediate family of any such person who is related within the second degree shall be permitted guests. No apartment may be divided or subdivided into a smaller unit, or any portion thereof sold or otherwise transferred, without first amending this Declaration in accordance with the provisions of Section 14 to show the changes in the apartment or residential unit to be affected thereby.

.2 Children. No persons who have not yet attained fifteen (15) years of age shall be permitted to reside upon the lands except that children under such age may be permitted to visit and temporarily reside thereon provided that such temporary residence shall not exceed thirty (30) days in any one calendar year or thirty (30) days within any consecutive twelve (12) month period, whichever may provide the least permissible residence.

.3 Pets. No animals, birds, fish, reptiles, amphibians or pets of any nature and description shall be raised, bred, or kept in any apartment, the limited common elements or the common elements, at any time. *IN DEED APARTMENT*

.4 Nuisances. No nuisances shall be allowed upon the condominium property nor any use or practice which is the source of nuisances to residents or which interferes with the peaceful possession and proper use of the property by its residents. No resident shall play a stereo, hi-fi, television or radio or other entertainment device at a level which will disturb other unit owners at any time. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse nor garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements or limited common elements which will increase the rate of insurance upon any part of the condominium property.

.5 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part

thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which shall require maintenance, modification or repair of the condominium property shall be the same as the responsibility for maintenance and repair of the property concerned.

.6 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained or permitted on any part of the common elements, limited common elements or apartments.

.7 Exterior Appearance. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any apartment, limited common element or common element. The common elements and limited common elements shall be kept free and clear of rubbish, debris and other unsightly material. There shall be no keeping by apartment owners or lessees of any chairs, tables, benches or other articles upon any common element or limited common element. Nothing shall be hung or displayed on the outside walls of an apartment building and no awning, canopy, shade, window guard, ventilator, fan, air-conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Association.

.8 Leasing. It is the intent that the owner of each unit of Ba-Part Condominium shall occupy and use such unit as a private dwelling for himself and his immediate family, and for no other purpose, including business purposes. Therefore, the leasing of units to others as a regular practice for business, speculative, investment or other similar purposes is not permitted.

(a) To meet special situations to avoid undue hardship or practical difficulties the Board of Directors may grant permission to an owner to lease his unit to a specified lessee as may be granted by the Board of Directors from time to time.

.9 Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents and thus protect the value of the apartments and in order to assure the financial ability of each apartment owner to pay assessments made against him, the transfer of apartments by any owner shall be subject to the following provisions so long as the condominium exists, which provisions each owner covenants to observe:

.1 Transfers Subject to Approval.

(a) Sale. No apartment owner may dispose of an apartment or any interest therein by sale without approval of a majority of the Board of Directors of the Association.

(b) Lease. No apartment owner may dispose of an apartment or any interest therein by lease without approval of the Board of Directors of the the Association.

(c) Gift. If any apartment owner shall acquire his title by gift, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any apartment owner shall acquire title by devise or inheritance, the continuance of his ownership of his apartment shall be subject to the approval of the Board of Directors of the Association.

.2 Approval by Association. The approval of the Association which is required for the transfer or ownership of apartments shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require.

(2) Lease. An apartment owner intending to make a bona fide lease of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

(3) Gift; Devise or Inheritance; Other Transfers. An apartment owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice, in writing, of the acquiring of his title, together with such information concerning the apartment owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within sixty (60) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the seller and shall be recorded in the Public Records of Broward County, Florida.

(2) Lease. If the proposed transaction is a lease, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in non-recordable form and shall be delivered to the lessor.

(3) Gift; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired title by gift, devise or inheritance or in any other manner, then within sixty (60) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form and shall be delivered to the apartment owner and shall be recorded in the Public Records of Broward County, Florida.

(4) Corporate Owners or Purchasers. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be also approved by the Association.

.3 Disapproval by Association. The association may disapprove a transfer of ownership of an apartment, without explanation or published reason.

(a) Lease. If the proposed transaction is a lease and disapproved, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

(b) Gift; Devise or Inheritance; Other Transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, the beneficiary shall be approved by the Board of Directors of the Association as in all other transfers for occupancy.

.4 Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, or savings

and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

.5 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association which acquired its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association which so acquires its title; nor shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

.6 Separation of Interests. A sale of an apartment shall include all of its appurtenances and appurtenances may not be sold separate from an apartment. A lease of an apartment shall include the parking space appurtenant to it and no parking space may be leased separate from the apartment to which it is appurtenant.

.7 Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of the Declaration shall be void unless subsequently approved by the Association.

.8 Notice of Lien or Suit.

(a) Notice of Lien. An apartment owner shall give notice, in writing, to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(b) Notice of Suit. An apartment owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner received knowledge thereof.

(c) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

12. Purchase of Apartments by Association. The Association shall have the power to purchase apartments, subject to the following provisions:

.1 Decision. The decision of the Association to purchase an apartment shall be made by its directors, without

approval of its membership except as elsewhere provided in this section.

.2 Limitation. If at any time the Association be the owner or agreed purchaser of three (3) apartments, it may not purchase any additional apartments without the prior written approval of seventy-five (75) percent of members eligible to vote thereon. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

13. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the rules and regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of the apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act.

.1 Negligence. An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements or of the limited common elements.

.2 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court, provided no attorneys' fees may be recovered against the Association in any such action.

.3 No Waiver of Rights. The failure of the Association, or any apartment owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the By-Laws, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

14. Amendments. Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

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

.2 Resolution. An amendment may be proposed by either the Board of Directors or by seventy-five (75) percent of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and a majority (51 percent) of the qualified members of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, given before such meeting.

.3 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Broward County, Florida.

.4 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected and such of their first mortgagees which are banks, savings and loan associations, and insurance companies shall consent; and no amendment shall change any apartment nor the share in the limited common elements, common elements, and other of its appurtenances nor increase the owner's share of the limited common expenses or common expenses unless the owner of the apartment concerned and all of such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in Sections 8 or 9 unless the record owners of all mortgages upon apartments in the condominium shall join in the execution of the amendment.

.5 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded in the Public Records of Broward County, Florida.

15. Termination. The condominium may be terminated in the following manner:

.1 Agreement. The condominium may be terminated at any time by approval, in writing, of all of the owners of the con-

dominium and by all record owners of mortgages upon apartments therein owned by a bank, life insurance company or savings and loan association. If the proposed termination is submitted to a meeting of the members of the Association, the notice of which meeting gives notice of the proposed termination, and if the approval of owners of not less than seventy-five (75) percent of the common elements and of the record owners of all mortgages upon apartments in the condominium owned by a bank, life insurance company or savings and loan association are obtained not later than sixty (60) days from the date of such meeting, then the Association and approving owners shall have an option to buy all of the apartments of the other owners for a period ending 120 days from the date of such meeting. Such option shall be exercised upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by Certified or Registered Mail to each of the record owners of the apartments to be purchased of an agreement to purchase signed by the Association and/or record owners of apartments who will participate in the purchase. Such agreement shall indicate which apartments will be purchased by the Association and/or each participating owner and shall agree to purchase all of the apartments owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price: The sale price for each apartment shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expenses of arbitration shall be paid by the purchaser.

(c) PAYMENT. The purchase price shall be paid in cash.

(d) Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

.2 Total Destruction of the Apartment Building. If the apartment building, as a result of a common casualty, be damaged within the meaning of Section 9.1(c)(2) and it not be decided as therein provided that any part of such building shall be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement.

.3 Destruction of Less Than All of the Apartment Building. If the condition of Section 15.2 is inapplicable but it is determined as in Section 9.1(c) that the apartment building shall not be reconstructed or repaired after casualty, then the following shall apply: Upon the determination not to repair or reconstruct the apartment building, this Declaration of Condominium shall automatically and of and by itself be amended so that the parcel of land appurtenant to the apartment building not to be reconstructed or repaired is excluded from this Declaration of Condominium.

The owners of the limited common elements in the building not to be reconstructed or repaired, shall thereupon to the exclusion of all other apartment owners, be the owners as tenants in common of such parcel and their shares in and to the same shall be the same as their shares of the limited common elements of such apartment building were immediately prior to such exclusion from the lands of the condominium. Such tenants in common shall possess no right whatever in and to the condominium property remaining after such exclusion, its common elements or limited common elements, but shall be entitled to a ratable distribution and assignment of the assets of the Association. No easements herein provided shall be affected by such exclusion. The share of the common elements of the condominium which were owned by such tenants in common shall be redistributed amongst the remaining apartment owners of the condominium in proportion to their respective shares of the common elements. The share of the common expenses of the condominium which were those of such tenants in common shall be redistributed amongst the remaining apartment owners of the condominium in proportion to their respective shares in common expenses.

.4 General Provisions. Upon termination of the condominium or upon the exclusion of a parcel of land from the condominium, as elsewhere herein provided, the mortgagor and lienor of an apartment owner who shall thereby become a tenant in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination or exclusion. The termination of the condominium or the exclusion of a parcel of property from the condominium in any of the foregoing manners, shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts affecting the termination or exclusion, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

.5 Amendment. This Section 15 may only be amended in accordance with the provisions of Section 14.3 and Section 14.4.

REC 10725Pg 408

16. Condemnation.

.1 Deposit of Awards with Insurance Trustee. The taking of condominium property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to apartment owners, the apartment owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association a special assessment shall be made against a defaulting apartment owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

.2 Determination Whether to Continue Condominium. Whether the condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For that purpose, the taking by condemnation shall be deemed to be a casualty.

.3 Disbursement of Funds. If the condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds if the condominium is terminated after a casualty. If the condominium is not terminated after condemnation, the size of the condominium will be reduced, the owners of condemned apartments will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

.4 Apartment Reduced but Tenantable. If the taking reduces the size of an apartment and the remaining portion of the apartment can be made tenantable, the award for the taking of a portion of the apartments shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium.

(a) Restoration of Apartment. The apartment shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the apartment.

(b) Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the apartment and to each mortgagee of the apartment, the remittance being made payable jointly to the owner and mortgagees.

(c) Adjustment of Shares in Common Elements. If the floor area of the apartment is reduced by the taking, the

number representing the share in the common elements appurtenant to the apartment shall be reduced in the proportion by which the floor area of the apartment is reduced by the taking, and then the shares of all apartment owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

.5 Unit Made Untenantable. If the taking is of the entire apartment or so reduces the size of an apartment that it cannot be made tenantable, the award for the taking of the apartment shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

(a) Payment of Award. The award shall be paid first to all institutional first mortgagees in an amount sufficient to pay off their mortgages encumbering those apartments which are not tenantable; and then jointly to the apartment owners and mortgagees of apartments not tenantable in an amount equal to the market value of the apartment immediately prior to the taking and with credit being given for payments previously reserved for institutional first mortgagees; and the balance, if any, to repairing and replacing the common elements.

(b) Addition to Common Elements. The remaining portion of the apartment, if any, shall become part of the common elements and shall be placed in condition for use by all of the apartment owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements.

(c) Adjustment of Shares in Common Elements. The shares in the common elements appurtenant to the apartments that continue as part of the condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of apartment owners. This shall be done by restating the shares of continuing apartment owners in the common elements as percentages of the total of the numbers representing the shares of these owners as they exist prior to the adjustment.

(d) Assessments. If the amount of the award for the taking is not sufficient to pay the market value of the condemned apartment to the owner and to condition the remaining portion of the apartment for use as a part of the common elements, the additional funds required for those purposes shall be raised by assessments against all of the apartment owners who will continue as owners of apartments after the changes in the condominium effected by the taking. The assessments shall be made in proportion to the share of those owners in the common elements after the changes effected by the taking.

.6 Arbitration. If the market value of an apartment prior to the taking cannot be determined by agreement between the apartment owner and mortgagees of the apartment and the Association with thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all apartment owners in proportion to the share of the owners in the common elements as they exist prior to the changes effected by the taking.

.7 Taking of Common Elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements useable in the manner approved by the Board of Directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements. The balance of the awards for the taking of common elements, if any, shall be distributed to the apartment owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If there is a mortgage of an apartment, the distribution shall be paid jointly to the owner and the mortgagees of the apartment.

.8 Amendment of Declaration. The changes in apartments, in the common elements and in the ownership of the common elements that are effected by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Association.

17. Severability. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provisions of this Declaration, the By-Laws, the rules and regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portions thereof.

IN WITNESS WHEREOF, the Association has executed this Declaration this 14th day of January, 1983.

In the Presence of:

[Signature]
[Signature]

BA-PART CONDOMINIUM ASSOCIATION, INC.

By: *[Signature]*
W. Samson Babajian, President

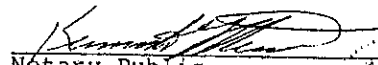
Attest: *[Signature]*
Dorothy J. Donaghy,
Secretary

OFF REC 10725PG 411

STATE OF FLORIDA
COUNTY OF BROWARD

I, KENNETH G. STEVENS, HEREBY CERTIFY that on this day before me personally appeared W. SAMSON BABAIAN and DOROTHY J. DONAGHY, President and Secretary, respectively, of BA-PART CONDOMINIUM ASSOCIATION, INC. a non-profit corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

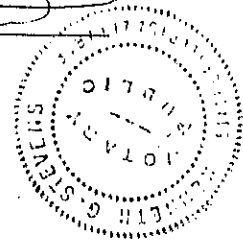
IN WITNESS WHEREOF, I hereunto set my hand and official seal at Fort Lauderdale, said County and State, this 14th day of January, 1983.


Notary Public

My commission Expires:

-31-

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR 7, 1985
BONDED THRU GENERAL INS. UNDERWRITERS



OFF 10725Pg 412

EXHIBIT "A"

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

Lot 2, Block 5, CORAL RIDGE SOUTH ADDITION,
according to the Plat thereof, recorded in Plat
Book 24, Page 41, of the Public Records of
Broward County, Florida.

a/k/a: 2701 Yacht Club Blvd., Fort Lauderdale,
Florida 33304

OFF 10725 Pg 413

No. 1

CORAL RIDGE, INC., a Florida corporation having its principal place of business in the County of Broward and State of Florida

to

GILBERT P. EDWARDS, whose permanent post office address is No. 2 Hendricks Isle, Fort Lauderdale, of the County of Broward and State of Florida

WARRANTY DEED
Registry No. 586686

Dated August 23, 1954
Filed September 14, 1954

O/R Book 207, page 599
Broward County

Consideration: \$10.00 and
other valuable considerations

GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY AND CONFIRM all that certain parcel of land lying and being in the County of Broward and State of Florida, more particularly described as follows:

Lot 2 of Block 5 of CORAL RIDGE SOUTH ADDITION
SUBDIVISION, according to the recorded plat thereof,
recorded in Plat Book 24, page 41, of the Public
Records of Broward County, Florida.

This conveyance is made subject to taxes and other assessments, if any, levied or assessed against said property subsequent to the year 1953, and also subject to the following restrictions, covenants and servitudes which shall be contained in each and every deed of conveyance executed by CORAL RIDGE, INC., covering any lot in CORAL RIDGE SOUTH ADDITION SUBDIVISION, according to the recorded plat thereof recorded in Plat Book 24, page 41, of the Public Records of Broward County, Florida.

1. ALL GARAGES MUST BE ATTACHED TO BUILDING.
2. OWNERSHIP. No lot (nor any part thereof, nor any other portion of the property shown on the plat) shall be sold, conveyed or leased to anyone not a member of the Caucasian race, nor to anyone having more than one-fourth of Jewish or Syrian blood.
3. OCCUPANCY. No lot (nor any part thereof, nor any other portion of the property shown on the plat) shall be used or occupied by anyone not a member of the Caucasian race, nor by anyone having more than one-fourth Jewish or Syrian blood. The provisions of this covenant shall not apply to bona fide domestic servants domiciled on the premises where they are employed.
4. SET-BACK LINES. No building nor any part thereof shall be erected on any lot closer than twenty-five feet to the front lot line, or closer than ten feet to either side lot line, or closer than fifteen feet to the rear lot line. Where two or more lots are acquired and used as a single building site, the side lot lines shall refer only to the lines bordering on the adjoining property owner.
5. UTILITY EASEMENTS. There are hereby reserved for the purpose of installing and maintaining municipal and public utility facilities and for such other purposes incident to the development of the property those easements shown upon the plat hereof, each being designated "Utility Easement", and there is also hereby reserved easements and rights of way for constructing anchor guys for electric and telephone poles, strips of land two and one-half feet in width on each side of each side boundary and extending a distance of twenty feet in depth, as shown on the plat.
6. BOATS, BOATHOUSES AND ANCHORAGE. Boat landings, docks, piers, and mooring posts shall be constructed only in accordance with plans

(continued)

REC 10725 Pg 414

and specifications therefor approved in writing by the Committee. The owners and occupants of land in the subdivision shall have an easement in common for the purposes of navigation. Docks, piers, or mooring posts shall not be constructed so as to extend beyond a distance of eight feet from lot line. However, dolphin piling may be installed beyond said distance with the approval of the Committee. No boathouse shall be constructed on or adjacent to any of the waterfront lots in the subdivision nor shall any boat canal be dug or excavated into any of the waterfront lots without the same being approved by the Committee as to location, design, height, et cetera, and the Committee shall have the express right to refuse the construction thereof. In no event shall boathouse locations violate any set-back lines. No vessel or boat shall be anchored off shore in any of the waterways adjacent to the subdivision so that the same shall in any wise interfere with navigation. The Committee shall have the right to regulate the size of boats or vessels which may be moored to any dock along the waterways adjacent to the subdivision, regardless of the location.

7. FILLING IN. No lot or parcel shall be increased in size by filling in the waters on which it abuts.

8. SEAWALLS. No seawall shall be erected or constructed by any lot owner except pursuant to a common plan approved in writing by the owners of a majority of the lots measured by footage abutting on the canal where such seawall is to be constructed. CORAL RIDGE, INC., reserves the right and option, however, to construct a seawall along the lot lines on any and/or all canals of said subdivision, and upon the completion of any such seawall erected by the company on any canal the actual cost of such seawall shall be paid pro rata by each and every lot owner bordering on said canal, and from the completion of the construction by the company of any such seawall a lien shall arise and is hereby created in favor of the company and against each and every abutting lot owner for the full amount chargeable to each lot, and the amount payable by each abutting lot owner shall be due upon the completion of such seawall.

9. NUISANCES. Nothing shall be done on any lot which may be or become an annoyance or nuisance to the neighborhood. No horses, cattle, swine, goats, poultry or fowl shall be kept on any lot. No signs of any character shall be displayed, except that the owner may display on his premises a "For Sale" or "For Rent" sign, referring only to the premises on which displayed, provided the form and size of such signs be first approved in writing by the Committee.

10. WALLS. No boundary wall shall be constructed with a height of more than five feet, and no boundary line hedge or shrubbery shall be permitted with a height of more than five feet. Waterfront walls of solid construction or solid waterfront hedges shall not be permitted in excess of three feet in height; such walls or hedges where partially open will be permitted to a height of not more than five feet. No wall of any height shall be constructed on any lot until after the height, type, design and approximate location thereof shall have been approved in writing by the Committee. The heights or elevation of any wall shall be measured from the existing elevations of the property at or along the applicable points or lines. Any questions as to such heights may be conclusively determined by the Committee.

11. BUILDING PLANS-APPROVAL. Whether or not provision therefor is specifically stated in any conveyance of a lot made by CORAL RIDGE, INC. the owner or occupant of each and every lot, by acceptance of title thereto or by taking possession thereof, covenants and agrees that no building, wall or other structure shall be placed on such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the Committee. Each such building, wall or structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of

approval of plans and specifications by such Committee may be based on any ground, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Committee shall seem sufficient.

12. SIZE OF BUILDINGS. No building shall be erected on any lot not a waterfront lot, the main structure of which does not comprise at least 15,000 cubic feet; and no building shall be erected on any waterfront lot, the main structure of which does not comprise at least 20,000 cubic feet; exclusive of porches and garages.

13. GARAGES. No garage shall be erected which is separated from the main building.

14. COMMITTEE. The Committee herein provided for shall be in the first instance composed of the Board of Directors of CORAL RIDGE, INC., provided that from and after five years from June 1, 1946, the Committee shall consist of such number of persons as shall be elected and appointed, in writing, by a majority of the owners of lots in said subdivision. Vacancies in the Committee shall be filled by similar appointments.

15. REMEDIES FOR VIOLATIONS-INVALIDATIONS. For a violation or breach of any of these restrictions by any person claiming by, through or under the Subdividers, or by virtue of any judicial proceedings, the Subdividers, and the lot owners, or any of them severally, shall have the right to proceed at law or equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Subdividers shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions to enter upon the property where such violation of these restrictions exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the restrictions shall not bar their enforcement. The invalidation of any one or more of the restrictions by any court of competent jurisdiction in no wise shall affect any of the other restrictions, but they shall remain in full force and effect.

16. EXISTENCE AND DURATION OF RESTRICTIONS. The foregoing covenants, restrictions and servitudes shall be considered and construed as covenants running with the land, and said covenants, restrictions and servitudes shall remain and continue in full force and effect until the first day of June, 1966.

(Corporate Seal)

CORAL RIDGE, INC.

Two witnesses

By James S. Hunt
President

Attest: Stephen A. Calder
Secretary

ACKNOWLEDGED August 23, 1954 by JAMES S. HUNT and STEPHEN A. CALDER, respectively, President and Secretary of CORAL RIDGE, INC., a corporation under the laws of the State of Florida, before Robert L. Hofmann, Notary Public at Fort Lauderdale, Broward County, Florida. (NP Seal) Commission expires Oct. 8, 1956.

OFF
REC 10725Pg 416

EXHIBIT "C"

CERTIFICATE OF SURVEYOR
FOR
BA-PART CODOMINIUM ASSOCIATION, INC.

STATE OF FLORIDA
COUNTY OF BROWARD

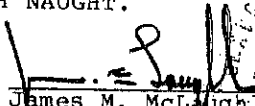
Before me, the undersigned authority duly authorized to administer oaths and take acknowledgements personally appeared JAMES M. McLAUGHLIN, by me well known and known to me to be the person hereinafter described, who, being by me first duly cautioned and sworn, deposes and says on oath as follows: to wit:

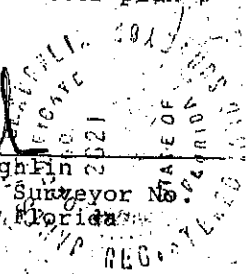
1. That he is duly registered and duly licensed land surveyor authorized to practice under the laws of the State of Florida.

2. Affiant hereby certifies that the construction of the improvements described is sufficiently complete so that such material, i.e., this Survey Exhibit C, together with the wording of the Declaration of Condominium relating to matters of survey to which the Survey Exhibit is attached, is a correct representation of the improvements described and that there can be determined therefrom the identification, location and dimensions of the common elements, limited common elements and of each condominium unit therein.


3. That the elevations shown on each floor plan are based on Mean Sea Level Datum.

FURTHER AFFIANT SAYETH NAUGHT.


James M. McLaughlin
Registered Land Surveyor No.
2021, State of Florida



Sworn to and subscribed before me
this 24 day of March, 1983.


Notary Public

My Commission Expires:

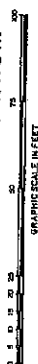
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 10 1985
BONDED THRU GENERAL INS. UNDERWRITERS

OFF
REC 10725Pg 417

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF THE IMPROVEMENTS

PAGE 1

TO THE DECLARATION OF CONDOMINIUM
OF
" BA-PART CONDOMINIUM "



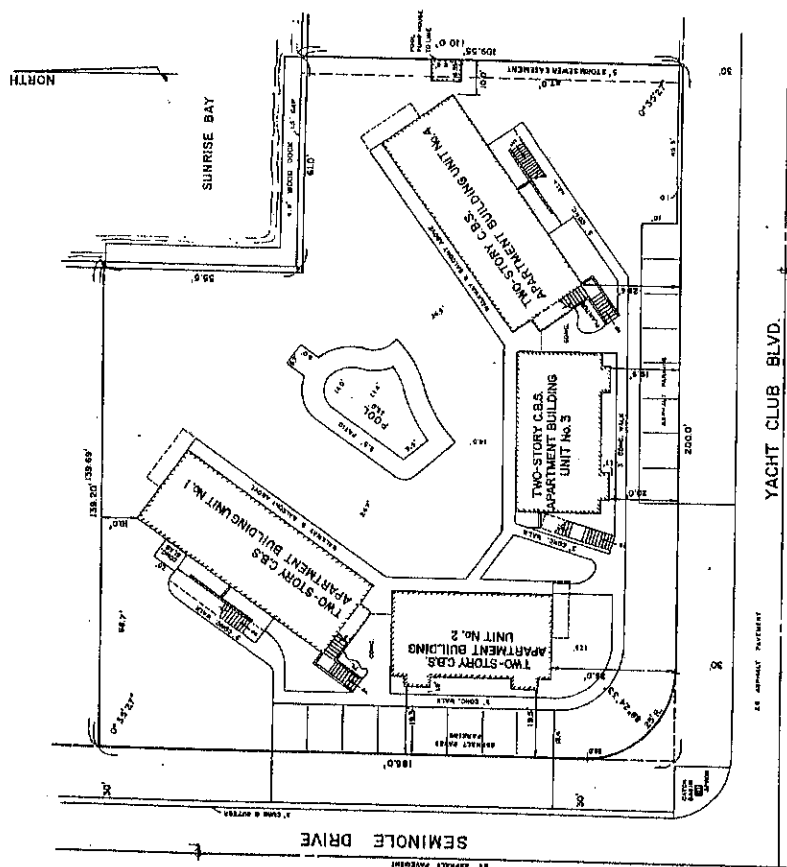
DESCRIPTION OF THE APARTMENT UNIT BOUNDARIES

The Apartment Unit includes that part of the building that lies within the boundaries of the Apartment Unit, which boundaries are as follows:

- (1) **Interior Boundaries.** The upper and lower boundaries of an Apartment Unit are the horizontal planes of the ceiling and the finished floor.
- (2) **Upper Boundary.** The plane of the lowest surface of the underside of the ceiling.
- (3) **Lower Boundary.** The plane of the lowest surface of the unfinished floor.
- (4) **Perimeter Boundaries.** The perimeter boundaries of an Apartment Unit shall be:
 - (i) **Exterior Building Walls.** The vertical planes of the exterior of the exterior walls of the building bounding an Apartment Unit.
 - (ii) **Interior Building Walls.** The vertical planes of the interior of all walls bounding an Apartment Unit.

DESCRIPTION OF THE COMMON ELEMENTS
Common Elements shall include the condominium units in the Apartment Units, tangible personal property, maintenance and operation of the Common Elements and operation of the Condominium Act.

DESCRIPTION OF THE LIMITED COMMON ELEMENTS
 Limited Common Elements mean and include those common elements which are reserved for the use of certain Apartment Units to the exclusion of other Apartment Units.



Lot 2, Block 5, CORAL RIDGE SOUTH ADDITION, and
 others of recorded in Plat Book 24, Page 41, of the pub-
 lished map of Broward County, Florida.

NOTES:

These plans and elevations are compiled from plans and data of Charles F. McKirahan, Architect, Conn. no. 354-178 and supplemented by actual field surveys.

Definitions set forth in the General Notes are incorporated herein.

CERTIFICATION

This certification made this 2nd day of February, 1983, by the undersigned, representing the State of Maryland, is made pursuant to the provisions of Sections 7-113, 10-244 of the Public Works Article of the Annotated Code of Maryland, and it is a certification that the foregoing information is accurate and true. It is further certified that the improvements described therein, and that the construction of said improvements, is substantially complete so that such material legislation for the month of the Declaration of Construction is hereby made.

Witness my hand and the seal of the State of Maryland, this 2nd day of February, 1983, at the City of Baltimore, Maryland.

Governor

Secretary of Transportation

100

SITE PLAN

OFF REC 10725 PG 418

MCLAUGHLIN ENGINEERING CO.
400 N.E. 3rd AVENUE
FORT LAUDERDALE, FLORIDA

Drawn: R.L.B	Date: 2-2-83	Drawn at scale: 1"=15'
Checked Q.F.B	Job Order M-8227	C.E.No. 416

EXHIBIT "C"

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF THE IMPROVEMENTS

PAGE 2

TO THE DECLARATION OF CONDOMINIUM
OF
"BA-PART CONDOMINIUM"



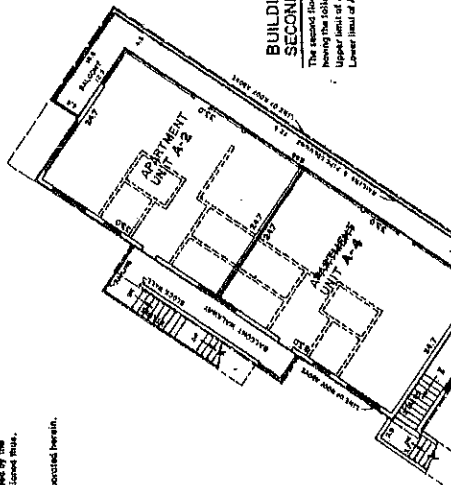
NOTES:

These plans and elevations are compiled from plans and data of Charles E. MacIntosh, Architect, Chgo., No. 354-178 and represented by actual field survey. The units are indicated by the dashed lines and the units are indicated by the solid lines. The horizontal boundaries of each unit is indicated by the horizontal line shown on the floor plans and delineated there.

Definitions and facts in the Declaration are incorporated herein.

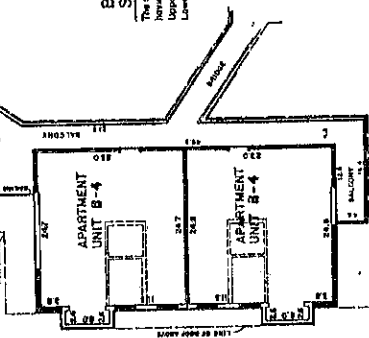
BUILDING UNIT No. 1 SECOND FLOOR PLAN

The second floor contains two apartment units having the following dimensions:
Upper limit of Apartment Units: 24.85
Lower limit of Apartment Units: 16.55



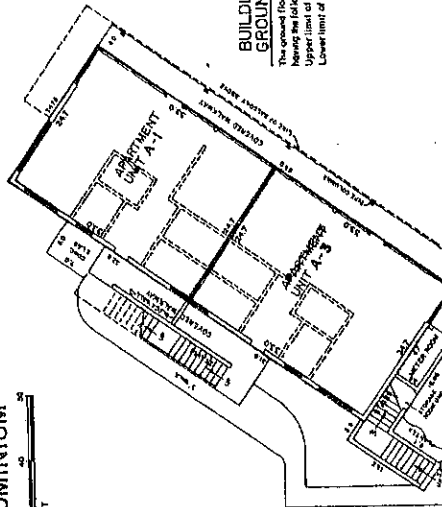
BUILDING UNIT No. 2 SECOND FLOOR PLAN

The second floor contains two apartment units having the following dimensions:
Upper limit of Apartment Units: 24.88
Lower limit of Apartment Units: 16.56



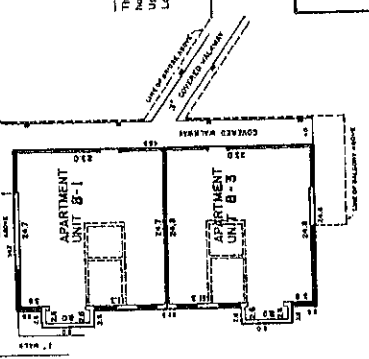
BUILDING UNIT No. 1 GROUND FLOOR PLAN

The ground floor contains two apartment units having the following dimensions:
Upper limit of Apartment Units: 13.72
Lower limit of Apartment Units: 2.38



BUILDING UNIT No. 2 GROUND FLOOR PLAN

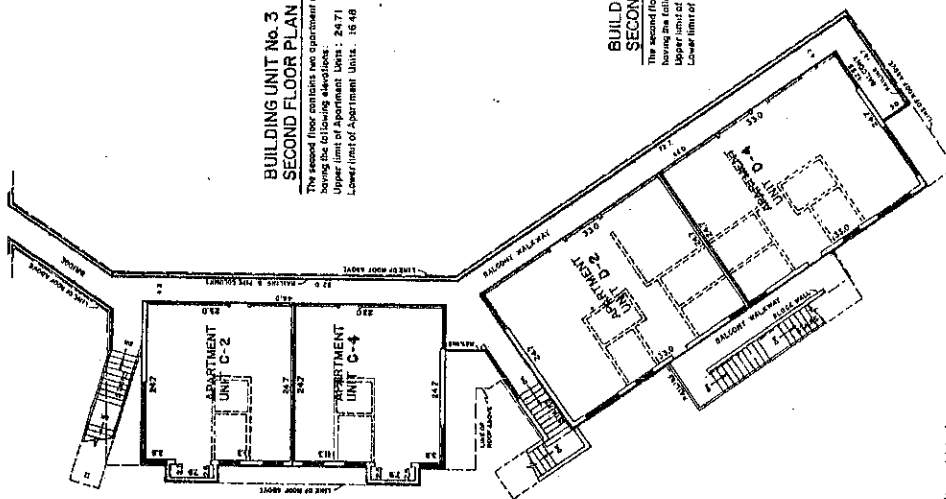
The ground floor contains two apartment units having the following dimensions:
Upper limit of Apartment Units: 13.78
Lower limit of Apartment Units: 7.48



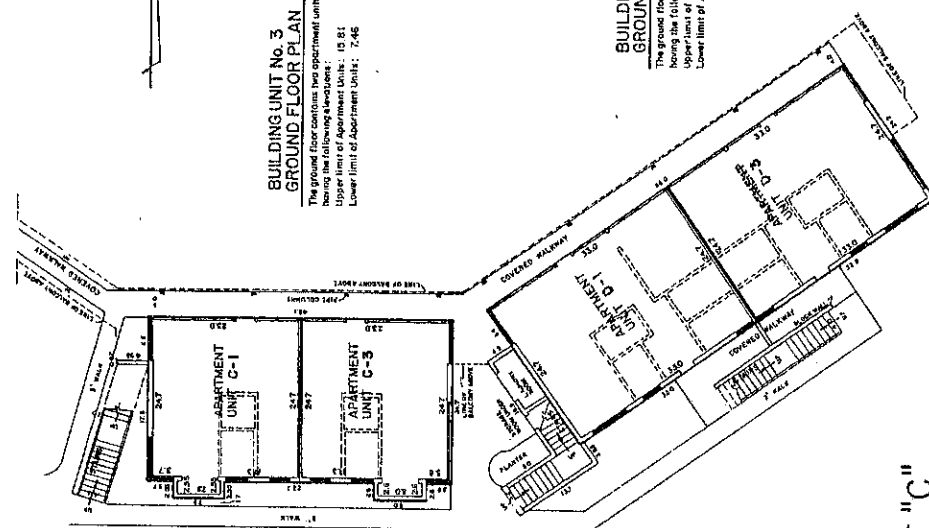
FLOOR PLANS
of
BUILDING UNIT No's 1 & 2
"BA-PART CONDOMINIUM"

McLAUGHLIN ENGINEERING CO.
400 N.E. 34th AVENUE
FORT LAUDERDALE, FLORIDA
Drawn: R.L.B. Date: 2-2-83
Checked: D.F.B. Job Order: 34-8227
Scale: 1/4" = 1'-0"

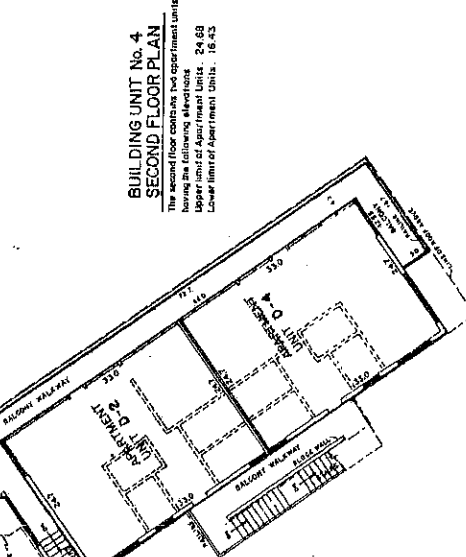
UFC 10725Pg 419



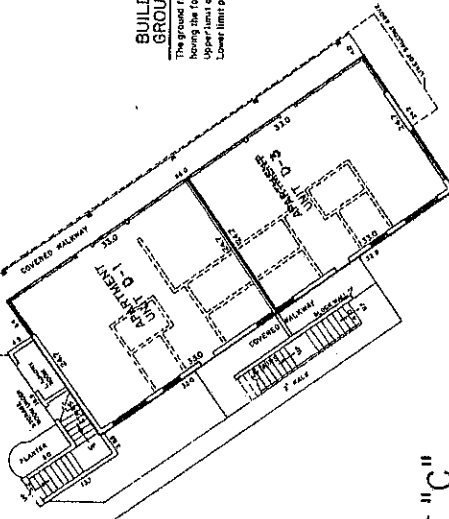
**BUILDING UNIT No. 3
SECOND FLOOR PLAN**
The second floor contains two apartment units having the following elevations:
Upper limit of Apartment Units: 24.71
Lower limit of Apartment Units: 16.48



**BUILDING UNIT No. 3
GROUND FLOOR PLAN**
The ground floor contains two apartment units having the following elevations:
Upper limit of Apartment Units: 15.81
Lower limit of Apartment Units: 7.48



**BUILDING UNIT No. 4
SECOND FLOOR PLAN**
The second floor contains two apartment units having the following elevations:
Upper limit of Apartment Units: 24.83
Lower limit of Apartment Units: 16.72



**BUILDING UNIT No. 4
GROUND FLOOR PLAN**
The ground floor contains two apartment units having the following elevations:
Upper limit of Apartment Units: 15.73
Lower limit of Apartment Units: 7.48

EXHIBIT "C"

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF THE IMPROVEMENTS
PAGE 3
TO THE DECLARATION OF CONDOMINIUM
OF
"BA-PART CONDOMINIUM"



FLOOR PLANS of BUILDING UNIT No.'s 3 & 4 "BA-PART CONDOMINIUM"			
McLAUGHLIN ENGINEERING CO. 400 N.E. 3rd AVENUE FORT LAUDERDALE, FLORIDA			
Drawn: R.L.B.	Job Order: M-8927	Drawn to scale: 1" = 5'	
Checked: D.F.B.	Job Order: M-8927	C.E. No. 416	

NOTES:
These plans and elevations are compiled from plans and data of Charles F. McGeehan, Architect, Comm. No. 354-178 and supplemented by actual field surveys.
The upper and lower boundaries of the Units are indicated by the lines shown in feet and inches to mean sea level datum. The horizontal dimensions are shown in feet and inches to mean sea level datum. The vertical dimensions are shown in feet and inches to mean sea level datum.
Definitions set forth in the Declaration are incorporated herein.

OFF 10725 Pg 420
REC 10725/01

EXHIBIT "D"

Common expenses shall be prorated among the condominium units as follows:

<u>Unit Number</u>	<u>Percentage</u>
A-1	7.1429 ✓
A-2	7.1429 ✓
A-3	7.1429 ✓
A-4	7.1429 ✓
B-1	5.3571
B-2	5.3571
B-3	5.3571
B-4	5.3571
C-1	5.3571
C-2	5.3571
C-3	5.3571
C-4	5.3571
D-1	7.1429
D-2	7.1429
D-3	7.1429
D-4	7.1429

OFF
REC 10/25/86 421

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of BA-PART CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on January 11, 1983.

The charter number for this corporation is 766493.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
14th day of January, 1983.



CER 101

George Firestone
Secretary of State

REC 10725 Pg 422

ARTICLES OF INCORPORATION
OF
BA-PART CONDOMINIUM ASSOCIATION, INC.

JAN 11 10 44 AM '83

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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

ARTICLE 1

Name and Definitions

The name of the corporation shall be BA-PART CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the By-laws of the Association as By-laws.

ARTICLE 2

Purpose

The purpose for which the Association is organized is to provide an entity pursuant to F.S. 718.111 for the operation of BA-PART, a condominium, on real property situate in Broward County, Florida, more particularly described as follows:

Lot Two (2), in Block Five (5), of CORAL RIDGE SOUTH ADDITION, according to the plat thereof, recorded in Plat Book 24, at Page 41, of the Public Records of Broward County, Florida.

ARTICLE 3

Powers

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

3.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the terms of these Articles.

3.2 Enumeration. The Association shall have all of the powers and duties set forth in Chapter 718, Florida Statutes (the Condominium Act) except as limited by these Articles and the Declaration of Condominium, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration of Condominium and as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the Condominium.

(b) To use the proceeds of assessments and charges in the exercise of its powers and duties.

(c) To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired.

(d) To maintain, repair, replace and operate the condominium property and property acquired or leased by the Association for use by unit owners.

(e) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.

(f) To reconstruct and repair improvements after casualty and to construct additional improvements of the condominium property.

(g) To make and amend reasonable regulations respecting the use and appearance of the property in the condominium; provided however, that all those regulations and amendments there-to shall be approved by not less than 51% of the votes of the entire membership of the Association before they shall become effective.

(h) To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of condominium units as may be provided by the Declaration of Condominium and the Bylaws.

(i) To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-laws of the Association and the Regulations for the use of the property in the Condominium.

(j) To contract for the management of the Condominium and to delegate to the manager all powers and duties of the Association except those that are specifically required by the Declaration of Condominium to have approval of the board of Directors or the membership of the Association.

(k) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to grant leases of those portions for this purpose.

(l) To employ personnel to perform the services required for proper operation of the condominium and to purchase or lease a unit in the condominium from its owner in order to provide living quarters for a manager of the condominium should the Board of Directors deem it necessary.

3.3 Purchase of units. Except as provided for living accommodations of management personnel, the Association shall not have the power to purchase a condominium unit of the Condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without approval of 75% of the entire membership of the Association and the joinder of all record owners of mortgages upon the Condominium or condominium units.

3.4 Condominium property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the By-laws.

3.5 Distribution of income. The Association shall make no distribution of income to its members, directors or officers.

3.6 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-laws.

ARTICLE 4

Members

4.1 Membership. The members of the Association shall consist of all of the record owners of condominium units in the Condominium, and after termination of the Condominium shall consist of those who are members at the time of the termination and their successors and assigns.

4.2 Evidence. After approval of the transfer, or of the ownership, of a unit in the manner required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Broward County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and delivery to the Association of a certified copy of the recorded instruments. The owner receiving title of the unit by those instruments will be a member of the Association and membership of the prior owner will be terminated.

4.3 Assignment. 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 the unit for which that share is held.

4.4 Voting. A member of the Association shall be entitled to one vote for each unit owned by the member. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the By-laws of the Association.

ARTICLE 5

Directors.

5.1 Number and qualifications. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the By-laws, but not less than three directors, and in the absence of that determination shall consist of three directors.

5.2 Duties and powers. All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and By-laws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5.3 Election; removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-laws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the By-laws.

5.4 Term of first directors. Except as may be provided by the laws of Florida, the first election of directors by members of the Association named in these Articles shall serve until their successors are elected by the members; and any vacancies in their number occurring before the time for the election of their successors by the members shall be filled by the remaining first directors.

5.5 First directors. The names and addresses of the members of the board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Willard D. Smith 1608 Beach Blvd. Forked River, N.J. 08731	Hervey D. LaFond 11 Tuttle Ave. Hampton Beach, NH 03842
W. Samson Babaian 2701 Yacht Club Blvds. Port Lauderdale, FL 33304	Dorothy J. Donaghy 2701 Yacht Club Blvd. Port Lauderdale, FL 33304

ARTICLE 6

Officers

6.1 The affairs of the Association shall be administered

OFF 10725Pg 425

the officers designated in the By-laws. The officers shall be elected by the board of directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors.

6.2 The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President: W. Samson Babaian
2701 Yacht Club Blvd.
Port Lauderdale, Florida

Secretary: Dorothy J. Donaghy
2701 Yacht Club Blvd.
Port Lauderdale, Fl. 33304

Treasurer: Hervey D. LaFond
11 Tuttle Ave.
Jampton Beach, MI 03842

ARTICLE 7

Indemnification

7.1 Every director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding or any settlement of any proceeding to which such person may be a party or in which such person may become involved by reason of that person being or having been a director or officer of the Association or by reason of that person serving or having served the Association at its request, whether or not that person is a director or officer, or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of that person's duties, the indemnification shall apply only when the board of directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

ARTICLE 8

By-laws

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

ARTICLE 9

Amendments

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

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

9.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either:

a) by not less than 75% of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

b) by not less than 80% of the votes of the entire membership of the Association.

9.3 Limitation. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any changes in §§ 3.3 to 3.6 of Article 3, entitled "Powers", without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4 Recording. A copy of each amendment shall be accepted and certified by the Secretary of State and be recorded in the public records of Broward County, Florida.

ARTICLE 10

Term

The term of the Association shall be perpetual.

ARTICLE 11

Office

The Association shall initially have an office at 2701 Yacht Club Blvd., Ft. Lauderdale, Florida 33304.

ARTICLE 12

Subscribers

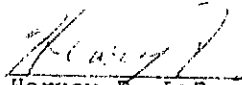
The names and addresses of the subscribers to these Articles of Incorporation are as follows:

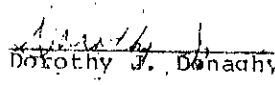
Hervey D. LaFond
11 Tuttle Ave.
Hampton Beach, NH 01842

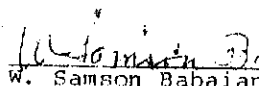
Dorothy J. Donaghy
2701 Yacht Club Blvd.
Fort Lauderdale, FL 33304

W. Samson Babaian
2701 Yacht Club Blvd.
Fort Lauderdale, FL 33304

IN WITNESS WHEREOF the subscribers have executed these Articles as of January 4, 1981.


Hervey D. LaFond

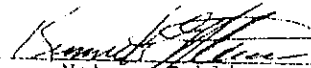

Dorothy J. Donaghy


W. Samson Babaian

REC 10725 Pg 427

STATE OF FLORIDA
COUNTY OF BROWARD

HERVEY D. LAFOND, DOROTHY J. DONAGHY and W. SAMSON BARAJAN,
appeared before me, and after being duly sworn they acknowledged
that they executed the foregoing Articles of Incorporation for the
purposes expressed in the Articles on January 4, 1983.


Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR 7 1984
BONDED AND QUALIFIED UNDERWRITING

-6-

OFF
REC 10725 Pg 428

FILED
JAN 11 10 45 AM '83
SECRETARY OF STATE
TALLAHASSEE FLORIDA

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

In pursuance of Chapter 617, Florida Statutes, the
following is submitted, in compliance with said Act:

First--That BA-PART CONDOMINIUM ASSOCIATION, INC.
desiring to organize under the laws of the State of Florida with
its principal office, as indicated in the articles of
incorporation at City of Fort Lauderdale, County of Broward, State
of Florida has named KENNETH G. STEVENS located at 412 N.E. 4th
Street, City of Fort Lauderdale, County of Broward, State of
Florida, as its agent to accept service of process within this
state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the
above stated corporation, at place designated in this certificate,
I hereby accept to act in this capacity, and agree to comply with
the provisions of said Act relative to keeping open said office.

BY: _____

KENNETH G. STEVENS
(Resident Agent)

REC 10725 PG 429

BY-LAWS OF
BA-PART CONDOMINIUM ASSOCIATION, INC.

1. Identity. These are the By-Laws of BA-PART, INC., a Condominium Association, herein called the "Association", a non-profit Florida corporation, organized pursuant to Chapter 617, Florida Statutes, and Chapter 718, Florida Statutes, for the purpose of administering BA-PART, INC., a condominium of lands lying and being situate in Broward County, Florida.

.1 Office. The office of the Association shall be situated at a located designated by the Board of Directors.

.2 Fiscal Year. The fiscal year of the Association shall end January 31st of each year.

.3 Administrative Year. The administrative year of the Association shall be the twelve (12) month period beginning the first day of February of each year.

2. Members.

.1 Qualification. The members of the Association shall consist of all of the record owners of apartments.

.2 Change of Membership. After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

.3 Voting Rights. The members of the Association shall be entitled to cast one vote for each apartment owned by them.

.4 Designation of Voting Representative. If an apartment is owned by one person, his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

.5 Approval or Disapproval of Matters. Whenever the decision of an apartment owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if at an Association meeting, unless the joinder of record owners is specifically required by the Declaration or these By-Laws.

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

3. Members Meetings.

.1 Annual Members Meetings. The annual members meeting shall be held at 2:30 P.M., Eastern Standard Time, on the third Monday in February of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day. The annual meeting may be waived by a unanimous agreement of the members, in writing.

.2 Special Members Meeting. Special members meetings shall be held whenever called by a majority of the Board of Directors and must be called by such Directors upon receipt of a written request from members entitled to cast a majority (51 percent) of votes of the entire membership, except a special members meeting to recall a member or members of the Board of Administration may be called by three members giving notice of the meeting as required for a meeting or members, and the notice shall state the purpose of the meeting.

.3 Notice of All Members Meetings. Notice of all members meetings stating the time and place the the purpose for which meeting is called shall be given unless waived in writing. Such notice shall be in writing and furnished to each member at his address as it appears on the books of the Association and shall be mailed not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

.4 Quorum. A quorum at members meetings shall consist of persons entitled to cast a majority of the votes of the Association. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the members, except where approval by a greater number of members is required by the Declaration of Condominium or these By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

.5 Proxies. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof.

.6 Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

.7 Order of Business. The order of business at annual members meetings, and as far as practical at all other members meetings, shall be:

- (a) Calling of the roll and certifying of proxies
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

.8 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration of Condominium and these By-Laws.

.9 Minutes. The minutes of all member meetings shall be kept in a book available for inspection by members, or their authorized representatives, and board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4. Board of Directors.

.1 Membership. The affairs of the Association shall be managed by a board of five (5) directors.

.2 Removal. Any director may be removed by concurrence of a majority (51 percent) of all members of the Association. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

.3 Term. The term of each director's service shall be for a period of one (1) year or thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

.4 Organization Meeting. The organization meeting of each new Board of Directors shall be held within five (5) days of the election at such place and time as shall be fixed by the directors at the election meeting, and no further notice of the organization meeting shall be necessary.

.5 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting.

.6 Special Meetings. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

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

.8 Quorum. A quorum at directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of directors is required by the Declaration of Condominium or these By-Laws.

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

.10 Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

.11 Presiding Officer. The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice-President shall preside.

.12 Directors' Fees. Directors shall never, under any circumstances, be entitled to directors' fees.

.13 Notice to Members. Meetings of the Board of Directors shall be open to all members. Adequate notice of all meeting shall be posted conspicuously on the condominium property at least seventy-two (72) hours in advance, except in an emergency. Notice of any meeting where assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

5. Powers and Duties of Board of Directors. All of the

powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, and these By-Laws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by unit owners when such is specifically required. Such powers and duties of the directors shall include, but shall not be limited to, the following, subject, however, to the provisions of the Declaration of Condominium and these By-Laws:

.1 Assess. To make and collect assessments against members to defray the costs and expenses of the condominium.

.2 Disburse. To use the proceeds of assessments in the exercise of its powers and duties.

.3 Maintain. To maintain, repair, replace and operate the condominium property.

.4 Insure. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.

.5 Reconstruct. To reconstruct improvements after casualty and further improve the condominium property.

.6 Regulate. To make and amend reasonable rules and regulations respecting the use of the property in the condominium in the manner provided by the Declaration of Condominium.

.7 Approve. To approve or disapprove the transfer, mortgage and ownership of apartments in the manner provided by the Declaration of Condominium.

.8 Management Contract. To contract for management of the condominium and to delegate to the contractor all or some of the powers and duties of the Association except such as are specifically required by the Declaration of Condominium or these By-Laws to have approval of the Board of Directors or the membership of the Association.

.9 Acquire Interests. With the prior approval of seventy-five (75) percent or more of the record owners of all apartments, to acquire and enter into agreements whereby it acquires leasehold, memberships and other possessory or use interest in lands or facilities whether or not contiguous to the lands of the condominium intended to provide for the enjoyment, recreation or other use and benefit of the apartment owners and to declare expenses in connection therewith to be common expenses.

.10 Enforce. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the By-Laws and the regulations for the use of the property in the condominium.

.11 Purchase Agreements. To purchase apartments in Ba-Part Condominium, subject to the provisions of the Declaration of Condominium.

6. Officers.

.1 Officers and Election. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary, all of whom shall be directors and all of whom shall be elected annually by the Board of Directors and who may be pre-emptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association. A vacancy on the Board of Directors resulting from resignation or death shall be filled by the Board of Directors through appointment of a voting member to serve the balance of the vacated term.

.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall serve as chairman of all board and members' meetings.

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

.4 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

.6 Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in

OFF 10725Pg 435

which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, 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 in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

7. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Condominium shall be supplemented by the following provisions:

.1 Accounts. The funds and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate:

(a) Current Expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessment for current rent expense for succeeding year or to fund reserves, as the Board of Directors may determine from time to time.

(b) Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

.2 Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray the current expense and may provide funds for the foregoing reserves.

The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to:

- (a) Expenses for the Association and condominium:
 - (1) Administration of the Association.
 - (2) Management fees.
 - (3) Maintenance.
 - (4) Rent for recreational and other commonly used facilities.
 - (5) Taxes upon Association property.

- (6) Taxes upon leased areas.
- (7) Insurance.
- (8) Security provisions.
- (9) Other expenses.
- (10) Operating capital.
- (11) Reserves.
- (12) Fees payable to the Division of Florida Land Sales and Condominiums.
- (13) Prorate utilities to those apartments using such utilities.

(b) In addition to the annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. This subsection shall not apply to budgets in which the members of the Association have, by a vote of a majority of the members present at a duly called meeting of the Association, determined for a fiscal year to provide no reserve, or reserves less adequate than required by this subsection.

.3 Assessments. Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before March 15 of the current year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last year's prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the fiscal year for which the amended assessment is made shall be due as the Board of Directors may determine from time to time.

.4 Depository. The depository of the Association will be such banks and/or savings and loan associations in Broward County, Florida, as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawals of monies from such accounts shall be only by checks signed by such persons as authorized by the directors.

.5 Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors. The premiums on such bonds shall be paid by the Association.

8. Transfer Fees: The Association shall collect a title transfer or lease approval fee of \$100.00 for each transfer or lease approval, or such fee as the Board of Directors may determine from time to time. The Board of Directors shall also have

full authority to make Rules and Regulations governing apartment leasing from time to time.

9. Amendment. The By-Laws may be amended in the manner set forth in the Articles of Incorporation. No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the 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.

IN WITNESS WHEREOF, we hereunto set our hands and seals at Fort Lauderdale, Broward County, Florida, this 14th day of January, 1983.

BA-PART CONDOMINIUM ASSOCIATION, INC.

By: W. Samson Babaian
W. Samson Babaian, President

Attest: Dorothy J. Donaghy
Dorothy J. Donaghy, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me personally appear appeared W. SAMSON BABAIAN and DOROTHY J. DONOGHY, President and Secretary, respectively, of BA-PART, INC., a non-profit corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation and that the said instrument is the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Fort Lauderdale, said County and State, this 14th day of January, 1983.

Kenneth S. Johnson
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAR 7 1985
BONDED THRU GENERAL INS. UNDERWRITERS

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

REC 10725 PG. 438