Declaration of Condominium
Karanda Village V
Condominium A

85- 50287

DECLARATION OF CONDOMINIUM

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KARANDA VILLAGE V - "A", A CONDOMINIUM

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DECLARATION OF CONDOMINIUM

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KARANDA VILLAGE V - "A", A CONDOMINIUM

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

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

1. DEFINITIONS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S. "The Condominium" or "this Condominium" means Karanda Village V - "A", a Condominium.

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

A. The name of this Condominium is KARANDA VILLAGE V - "A", A CONDOMINIUM.

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

(1) An undivided share in the Common Elements.

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

(3) An undivided share in the Common Surplus.

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

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

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

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

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

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

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

3. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

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

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

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

4. COMMON ELEMENTS.

A. Common Elements include the following:

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

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

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

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

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

B. The undivided share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit is 1/80.

5. LIMITED COMMON ELEMENTS.

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

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

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6. DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP.

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

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

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

7. AMENDMENT TO PLANS.

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

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

8. AMENDMENT OF DECLARATION.

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

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

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

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

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

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

9. THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Partition or subdivide any Unit;

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

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

10. BY-LAWS.

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

11. MAINTENANCE: LIMITATION UPON IMPROVEMENT.

A. The maintenance of the Common Elements shall be the responsibility of the Association; provided, however, that the

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

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

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

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

12. COMMON EXPENSES AND COMMON SURPLUS.

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

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

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

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

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

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

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

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

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

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

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

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

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

J. Except as provided in subparagraph F above and in this subparagraph, no Unit Owner other than the Developer as expressed below may be excused from the payment of his proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment. In accordance with the

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provisions of section 718.116 of the Condominium Act, the Developer shall be excused from the payment of annual assessments until such period of time as Developer shall cease to control the Association or a period of 12 months following the first conveyance of a Unit by Developer, whichever event occurs first ("Guaranty Period") since, during the Guaranty Period, the Developer guarantees that annual assessments shall not increase over the amounts set forth in the Estimated Operation Budget of the Condominium for the first year of operation. During the Guaranty Period, the Developer shall contribute an amount of money to the Association sufficient to eliminate any deficit between assessments collectible from Owners and the actual expenses of the Association.

14. TERMINATION OF CONDOMINIUM.

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

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

15. EQUITABLE RELIEF.

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

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16. LIMITATION OF LIABILITY.

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

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

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

17. LIENS.

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

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

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

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18. REMEDIES FOR VIOLATION.

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

19. EASEMENTS.

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

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

C. The Condominium Property shall be subject to such easements for utilities as may be determined by the Developer or required to properly and adequately serve the Condominium Property as it exists from time to time. Each of said easements, whether heretofore or hereafter created, shall constitute covenants running with the land of the Condominium and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with its proper and intended use and purpose and shall survive the termination of the Condominium. To the extent that the creation of any such utility easements require the joinder of Unit Owners, the Developer by its duly authorized officers may, as the agent or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver such instruments and the Unit Owners, by the acceptance of deeds to their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed

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pursuant to this Article shall recite that it is made pursuant to this Article.

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

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

20. SALE OR LEASE.

Until such time as the Developer has relinquished control of the Association, the Developer shall have the option to purchase any Unit upon the same terms and conditions as are offered by the Unit Owner to any third person. Prior to the sale or transfer of any Unit to any person other than the transferor's spouse or member of his immediate family or wholly owned corporation, the Unit Owner shall notify the Developer in writing of the name and address of the person to whom the proposed sale or transfer is to be made, the terms and conditions thereof together with a copy of the agreement for such sale or transfer and such other information as may reasonably be required by the Developer. Failure to do so shall be deemed a breach hereof, and any sale or transfer in contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser or transferee. If the proposed sale is bona fide and the Developer exercises its option with respect to same, the Developer shall, within ten (10) days after its receipt of said notice and such supplemental information as it may reasonably require, deliver to the Unit Owner the deposit required under the terms of such agreement and shall then be obligated to close the sale of the Unit in accordance with the terms and conditions thereof. Failure of the Developer to exercise the said option shall be stated in a certificate executed by the Developer, which shall be recorded in the Public Records of Broward County, Florida, by and at the expense of the proposed purchaser or transferee. Units shall not be leased without the prior written approval of the

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Association. The Association has the right to require that a substantially uniform form of lease be used. No lease shall be for a period of less than six (6) months, and the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Subleases of Units are prohibited. Units shall not be leased more than once in any six (6) month period. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue. The Association must either approve or disapprove a lease within ten (10) days after its receipt of a request for such approval, which request shall be accompanied by such information as the Board may reasonably require. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee. If the Association fails to give the Unit Owner written notice of its approval or disapproval of the proposed lease, the proposed lease shall be deemed approved. The provisions of this subparagraph shall not be applicable to the Developer. Notwithstanding anything herein or any rule or regulation of the Association to the contrary, the Developer as well as any person approved in writing by the Developer shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or transfer Units owned by the Developer or such person, as the case may be, for any period and under any terms to any lessees, purchasers or transferees without the consent of any person including the Association being required. The provisions of this paragraph may not be amended without consent of the Developer.

21. ENFORCEMENT OF MAINTENANCE.

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

22. INSURANCE.

A. Purchase of Insurance. The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary in a company with an "A+10" rating or better in an amount which shall be equal to the maximum insurable replacement value as determined annually. The premiums

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for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured shall be the Association, individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees.

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

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

B. Coverage.

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

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

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

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

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

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

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Such other insurance as the Board of Administration ermine from time to time to be desirable including limitation such insurance as may be required by any f the United States government which holds a first encumbering a Unit or insures to the holder thereof nent of the same.

emiums. Premiums upon insurance policies purchased by ation shall be assessed by the Association against the s as part of the Common Expenses.

Insurance Trustee; Shares of Proceeds. All insurance purchased by the Association shall be for the benefit of ciation, the Unit Owners and their Mortgagees, as their s may appear, and shall provide that all proceeds cover- perty losses shall be paid to an Insurance Trustee which e designated by the Board of Administration. The ee Trustee shall not be liable for payment of premiums, ewal or the sufficiency of policies or the failure to col- ny insurance proceeds. The duty of the Insurance Trustee e to receive such proceeds as are paid and to hold the in trust for the purposes stated herein and for the benefit Unit Owners and their Mortgagees in the following shares, shares need not be set forth on the records of the ance Trustee:

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

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

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

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

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

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paid to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

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

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

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

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

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

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

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

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23. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

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

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

(2) Condominium Building:

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

(b) Major damage. If the damaged improvement is the Condominium Building, and if Units to which more than 50% of the Common Elements are appurtenant are found by the Board of Administration to be untenantable, the damaged property shall neither be reconstructed nor repaired and the Condominium shall be terminated without agreement as elsewhere provided unless, within 60 days after the casualty, the owners of 85% of the Common Elements agree in writing to such reconstruction or repair.

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

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

C. Responsibility. If the damage is only to those portions of a Unit or Units for which the responsibility of maintenance and repair is that of the Unit Owner(s), then the Unit Owner(s) shall be responsible for reconstruction and repair after

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casualty. In all other instances, it shall be the Association's responsibility to reconstruct and repair after casualty.

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

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

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

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

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

(a) Association-Under $5,000.00. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than $5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the

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Insurance Trustee by a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

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

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

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

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

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when the Association or a Mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

24. EXECUTION OF DOCUMENTS REQUIRED BY GOVERNMENT.

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

25. EMINENT DOMAIN OR CONDEMNATION PROCEEDING.

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

26. GENERAL PROVISIONS.

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

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

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

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

C. Notices to Unit Owners shall be sent by certified mail or certificate of mailing to their place of residence in the Condominium Building, unless the Unit Owner has, by written notice to the Association, specified a different address. Notices to the Association and the Developer shall be delivered by certified mail to Township Center, 2400 Lyons Road, Coconut Creek, Florida 33066. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice to the other party.

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

E. The remedy for violation provided by the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to institute legal Regulations, upon a finding by a court in favor of the Association, the defendant Unit Owner shall reimburse the Association for its costs of suit, including reasonable attorney's fees at both trial and appellate level, incurred by it in bringing such action.

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

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

H. Developer, formerly known as Tartan Minto Corporation, a Florida corporation, recorded that certain Declaration of Covenants, Conditions and Restrictions of the Township in Official Records Book 8760 at Page 924 ("Master Declaration"), and that certain Declaration of Class "B" Residential Covenants, Conditions and Restrictions in Official Records Book 8760 at Page 973 ("Class "B" Declaration"), all of the public records of Broward County, Florida. Article II of the Master Declaration and Article II of the Class "B" Declaration both provide that the Condominium Property may be subjected to said declarations by

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filing in the public records of Broward County, Florida such supplemental declarations as the Developer may decide, thereby extending the operation and effect of said declarations to the Condominium Property. Accordingly, Developer does hereby declare that the Master Declaration and Class "B" Declaration, and the covenants, conditions and restrictions contained therein shall be covenants running with the Condominium Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Condominium Property or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time owning or holding an interest in the Condominium Property.

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

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

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

(3) Partition or subdivide any Unit;

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

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

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

K. Notwithstanding anything herein or any rule or regulation of the Association to the contrary, the Developer as well as any person approved in writing by the Developer shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell, lease, rent or trans-

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fer Units owned by the Developer or such person, as the case may be, for any period and under any terms to any lessees, purchasers or transferees without the consent of any person including the Association being required. The provisions of this paragraph may not be amended without consent of the Developer.

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on this 29 day of January, 1985.

Signed, Sealed and Delivered in the Presence of:

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

By: _____
Michael Greenberg, President

STATE OF FLORIDA)
)SS:
COUNTY OF)

The foregoing instrument was acknowledged before me this 29 day of January, 1985 by Michael Greenberg of Minto Builders (Florida), Inc., a Florida corporation, on behalf of the corporation, as President.

_____
Notary Public, State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES SEPT. 18, 1985

(NOTARY SEAL)

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EXHIBIT "A"

-to-

DECLARATION OF CONDOMINIUM

LEGAL DESCRIPTION

EXHIBIT "A"

EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM

A portion of Tract 31, Tartan Coconut Creek Phase III, according to the Plat thereof as recorded in Plat Book 116 at page 48 of the Public Records, Broward County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Tract 31; thence South 89°59'06" West along the South boundary of said Tract 31 for 305.00 feet; thence North 00°01'54" West for 48.10 feet; thence North 55°00'54" West for 105.00 feet; thence North 23°19'45" West radially to the next described curve for 100.97 feet; thence Northeasterly along a circular curve to the left having a radius of 154.04 feet, a central angle of 20°41'09" for an arc distance of 55.62 feet to a Point of Tangency; thence North 45°59'06" East for 77.16 feet to a Point of Curvature; thence Northeasterly along a circular curve to the left having a radius of 311.45 feet, a central angle of 12°50'31" for an arc distance of 69.81 feet to a Point of Compound Curvature; thence Northeasterly along a circular curve to the left having a radius of 70.01 feet, a central angle of 40°23'12" for an arc distance of 49.35 feet to a Point of Compound Curvature; thence Northwesterly along a circular curve to the left having a radius of 45.58 feet, a central angle of 61°41'28" for an arc distance of 49.08 feet to a Point of Compound Curvature; thence Southwesterly along a circular curve to the left having a radius of 118.48 feet, a central angle of 38°40'03" for an arc distance of 79.96 feet to a Point of Tangency; thence South 72°23'52" West for 43.88 feet to a Point of Curvature; thence Southwesterly along a circular curve to the left having a radius of 150.00 feet, a central angle of 24°27'37" for an arc distance of 64.04 feet to a Point of Reverse Curvature; thence Southwesterly along a circular curve to the right, having a a radius of 25.00 feet, a central angle of 22°10'35" for an arc distance of 9.68 feet to a Point of Tangency; thence South 70°06'50" West for 91.00 feet to a Point of Curvature; thence Southwesterly along a circular curve to the right having a radius of 25.00 feet, a central angle of 29°29'13" for an arc distance of 12.87 feet to a Point of Reverse Curvature; thence Southwesterly along a circular curve to the left having a radius of 150.00 feet, a central angle of 08°21'49", for an arc distance of 21.90 feet; thence North 07°36'37" West radially to the next described curve for 134.36 feet; thence Northeasterly along a circular curve to the left having a radius of 48.00 feet, a central angle of 19°16'33" for an arc distance of 16.15 feet to a Point of Tangency;

thence North 63°06'50" East for 70.68 feet; thence South 06°53'10" East for 25.54 feet; thence North 63°06'50" East for 74.49 feet; thence North 06°53'10" West for 74.52 feet; thence North 89°58'06" East for 147.30 feet; thence South 86°13'03" East for 150.33 feet; thence North 89°58'06" East for 170.00 feet, the last three mentioned courses being coincident with the Southerly Right of Way of Northwest 34th Street; thence South 00°01'54" East for 42.43 feet; thence South 45°01'54" East along the Westerly Right of Way of Lyons Road for 457.83 feet; thence South 06°48'40" West along the Westerly Right of Way of Lyons Road for 100.71 feet to the Point of Beginning.

Said lands situate lying and being in Broward County, Florida and containing 5.817 acres more or less.

Together with A non-exclusive easement for ingress and egress, lying within Tract 31, Tartan Coconut Creek Phase III, according to the Plat thereof as recorded in Plat Book 116 at Page 48 of the Public Records, Broward County, Florida being more particularly described as follows:

Commence at the Northwest corner of said Tract 31; thence Southeasterly along a circular curve to the left having a radius of 355.00 feet, a central angle of 02°42'56" for an arc distance of 16.83 feet to the Point of Beginning; thence continue Southeasterly along said circular curve to the left having a radius of 355.00 feet, a central angle of 09°30'43" for an arc distance of 58.93 feet to a Point of Tangency; thence North 89°58'06" East for 12.43 feet, the last three mentioned courses being coincident with the Southerly Right of Way of Northwest 34th Street; thence South 06°53'10" East for 74.52 feet; thence South 63°06'50 West for 74.49 feet; thence North 06°53'10" West for 113.33 feet to the Point of Beginning.

Said lands situate lying and being in Broward County, Florida and containing 0.149 acres more or less.

EXHIBIT "B"

-to-

DECLARATION OF CONDOMINIUM

PLOT PLAN AND SURVEY

EXHIBIT "B"

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF KARANDA VILLAGE V - "A", A CONDOMINIUM

OFF REC 12328 PAGE 877

CERTIFICATION:

THE UNDERSIGNED SURVEYING FIRM CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE BUILDINGS 19, 20 AND 31 KARANDA VILLAGE V - "A", A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF KARANDA VILLAGE V - "A", A CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS WITHIN THE CONDOMINIUM AND OF EACH UNIT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS. FURTHER, ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO BUILDINGS 19, 20 AND 21 COMMON ELEMENT FACILITIES SERVING BUILDINGS 19, 20 AND 21 AS SET FORTH IN SAID DECLARATION ARE SUBSTANTIALLY COMPLETED.

CCL CONSULTANTS, INC.

11/21/95
DATE

ISHMAEL S. MOHAMED
Registed Land Surveyor # 2464
State of Florida

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF KARANDA VILLAGE V - "A", A CONDOMINIUM

CERTIFICATION:

THE UNDERSIGNED SURVEYING FIRM CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE BUILDINGS 21 AND 22 KARANDA VILLAGE V - "A", A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF KARANDA VILLAGE V - "A", A CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS WITHIN THE CONDOMINIUM AND OF EACH UNIT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS. FURTHER, ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO BUILDINGS 21 AND 22 COMMON ELEMENT FACILITIES SERVING BUILDINGS 21 AND 22 AS SET FORTH IN SAID DECLARATION ARE SUBSTANTIALLY COMPLETED.

CCL CONSULTANTS, INC.

1/25/85
DATE

ISHMAEL S. MOHAMED
Registed Land Surveyor # 2464
State of Florida

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM

CERTIFICATION:

THE UNDERSIGNED SURVEYING FIRM CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE KARANDA VILLAGE V - "A", A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISE THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF KARANDA VILLAGE V - "A", A CONDOMINIUM TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS WITHIN THE CONDOMINIUM AND OF EACH UNIT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS.

CCL CONSULTANTS, INC.

ISHMAEL S. MOHAMED
FLORIDA P.L.S. 2464

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD BY GOLD COAST TITLE CO.
3. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION.
4. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, AND/OR PARKING SPACES, ARE PARTS OF THE COMMON ELEMENTS.
5. LEGAL DESCRIPTION ATTACHED HERETO IS IN ACCORDANCE WITH THE INSTRUMENTS OF RECORD.
6. THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY MINTO BUILDERS (FLORIDA), INC. ARCHITECTURAL FLOOR PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY CCL CONSULTANTS, INC.
7. BUILDING TIES ARE 90 DEGREES OR RADIAL TO THE PROPERTY LINE.

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM

A portion of Tract 31, Tartan Coconut Creek Phase III, according to the Plat thereof as recorded in Plat Book 116 at page 48 of the Public Records, Broward County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Tract 31; thence South 89°59'06" West along the South boundary of said Tract 31 for 305.00 feet; thence North 00°01'54" West for 48.10 feet; thence North 55°00'54" West for 105.00 feet; thence North 23°19'45" West radially to the next described curve for 100.97 feet; thence Northeasterly along a circular curve to the left having a radius of 154.04 feet, a central angle of 20°41'09" for an arc distance of 55.62 feet to a Point of Tangency; thence North 45°59'06" East for 77.16 feet to a Point of Curvature; thence Northeasterly along a circular curve to the left having a radius of 311.45 feet, a central angle of 12°50'31" for an arc distance of 69.81 feet to a Point of Compound Curvature; thence Northeasterly along a circular curve to the left having a radius of 70.01 feet, a central angle of 40°23'12" for an arc distance of 49.35 feet to a Point of Compound Curvature; thence Northwesterly along a circular curve to the left having a radius of 45.58 feet, a central angle of 61°41'28" for an arc distance of 49.08 feet to a Point of Compound Curvature; thence Southwesterly along a circular curve to the left having a radius of 118.48 feet, a central angle of 38°40'03" for an arc distance of 79.96 feet to a Point of Tangency; thence South 72°23'52" West for 43.88 feet to a Point of Curvature; thence Southwesterly along a circular curve to the left having a radius of 150.00 feet, a central angle of 24°27'37" for an arc distance of 64.04 feet to a Point of Reverse Curvature; thence Southwesterly along a circular curve to the right, having a a radius of 25.00 feet, a central angle of 22°10'35" for an arc distance of 9.68 feet to a Point of Tangency; thence South 70°06'50" West for 91.00 feet to a Point of Curvature; thence Southwesterly along a circular curve to the right having a radius of 25.00 feet, a central angle of 29°29'13" for an arc distance of 12.87 feet to a Point of Reverse Curvature; thence Southwesterly along a circular curve to the left having a radius of 150.00 feet, a central angle of 08°21'49", for an arc distance of 21.90 feet; thence North 07°36'37" West radially to the next described curve for 134.36 feet; thence Northeasterly along a circular curve to the left having a radius of 48.00 feet, a central angle of 19°16'33" for an arc distance of 16.15 feet to a Point of Tangency;

thence North 63°06'50" East for 70.68 feet; thence South 06°53'10" East for 25.54 feet; thence North 63°06'50" East for 74.49 feet; thence North 06°53'10" West for 74.52 feet; thence North 89°58'06" East for 147.30 feet; thence South 86°13'03" East for 150.33 feet; thence North 89°58'06" East for 170.00 feet, the last three mentioned courses being coincident with the Southerly Right of Way of Northwest 34th Street; thence South 45°01'54" East for 42.43 feet; thence South 00°01'54" East along the Westerly Right of Way of Lyons Road for 457.83 feet; thence South 06°48'40" West along the Westerly Right of Way of Lyons Road for 100.71 feet to the Point of Beginning.

Said lands situate lying and being in Broward County, Florida and containing 5.817 acres more or less.

Together with A non-exclusive easement for ingress and egress, lying within Tract 31, Tartan Coconut Creek Phase III, according to the Plat thereof as recorded in Plat Book 116 at Page 48 of the Public Records, Broward County, Florida being more particularly described as follows:

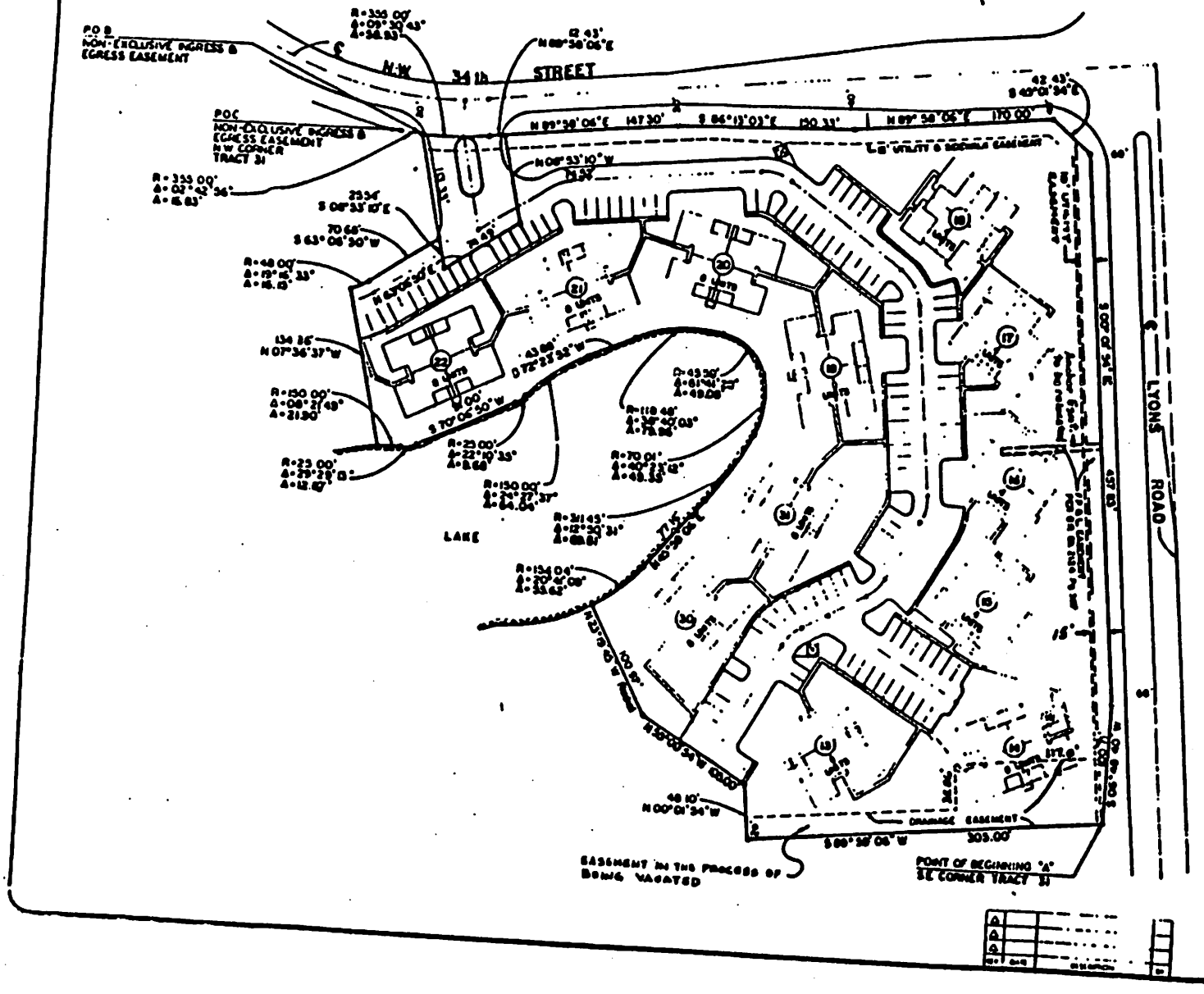
Commence at the Northwest corner of said Tract 31; thence Southeasterly along a circular curve to the left having a radius of 355.00 feet, a central angle of 02°42'56" for an arc distance of 16.83 feet to the Point of Beginning; thence continue Southeasterly along said circular curve to the left having a radius of 355.00 feet, a central angle of 09°30'43" for an arc distance of 58.93 feet to a Point of Tangency; thence North 89°58'06" East for 12.43 feet, the last three mentioned courses being coincident with the Southerly Right of Way of Northwest 34th Street; thence South 06°53'10" East for 74.52 feet; thence South 63°06'50 West for 74.49 feet; thence North 06°53'10" West for 113.33 feet to the Point of Beginning.

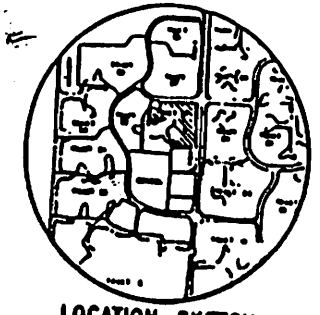
Said lands situate lying and being in Broward County, Florida and containing 0.149 acres more or less.

OFF REC 12328 PAGE 882

EXHIBIT B TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM





LOCATION SKETCH

C.C.L. CONSULTANTS, INC

EXHIBIT "B" OF THE DECLARATION OF CONDOMINIUM OF KARANDA VILLAGE V - "A"

2257

4/18/84

4 of 10

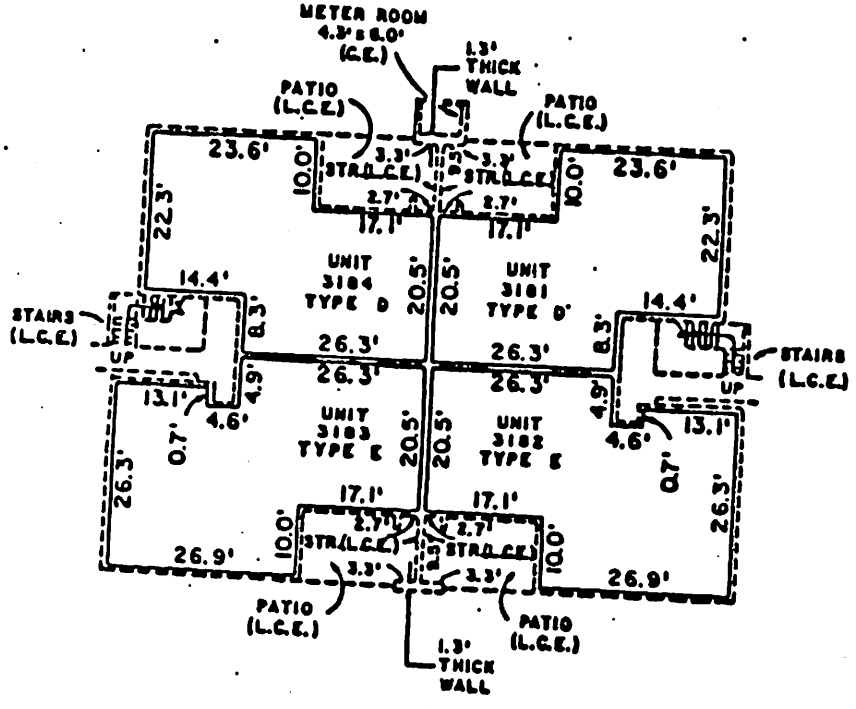
EXHIBIT B TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM

BUILDING 13

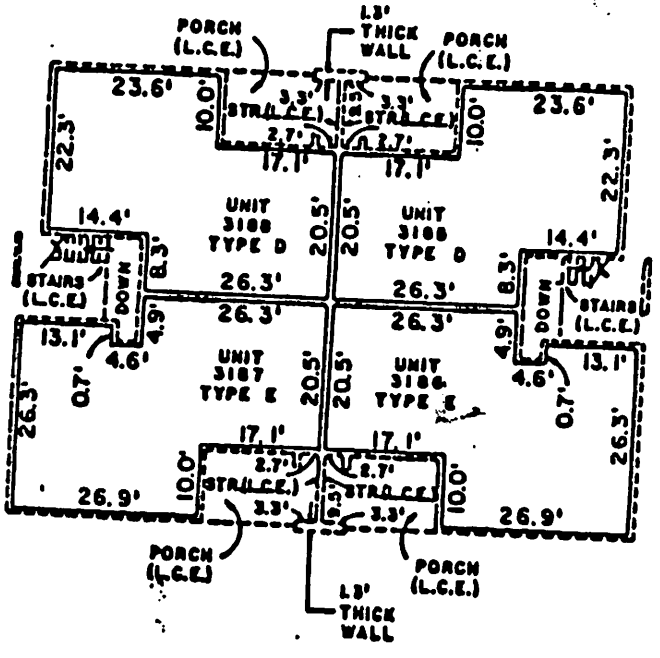
25 0 5 10 15 20 25

OFF REC 12328 PAGE 883



FIRST FLOOR

MINIMUM UPPER LIMITS OF UNIT 22.58 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 14.50 M.S.L. ELEV.



SECOND FLOOR

MINIMUM UPPER LIMITS OF UNIT 31.91 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 23.83 M.S.L. ELEV.

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

3.) ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

4.) THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAY[illegible]

NOTES

1.) THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY MINTO BUILDERS (FLORIDA), INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.

2.) ALL WALLS ARE 0.65' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

4.) FOR FURTHER DATA REGARDING BOUNDARIES OF THIS UNIT REFER TO THE DECLARATION OF THIS CONDOMINIUM.

5.) DEFINITION [illegible]T FORTH IN THE DECLARATION ARE INCORPORA[illegible]D HEREIN.

LEGEND

	INDICATES UNIT BOUNDARIES
	INDICATES COMMON ELEMENTS
(C.E.)	INDICATES COMMON ELEMENTS
(L.C.E.)	INDICATES LIMITED COMMON ELEMENTS
(STR.)	INDICATES STORAGE
(DN.E.)	INDICATES DAILEIGHT
(M.S.L. ELEV.)	INDICATES MEAN SEA LEVEL ELEVATION

C.C.L. CONSULTANTS, INC.

KARANDA VILLA[illegible] V-"A"
A CONDOMINIU[illegible]

225
4/10/[illegible]

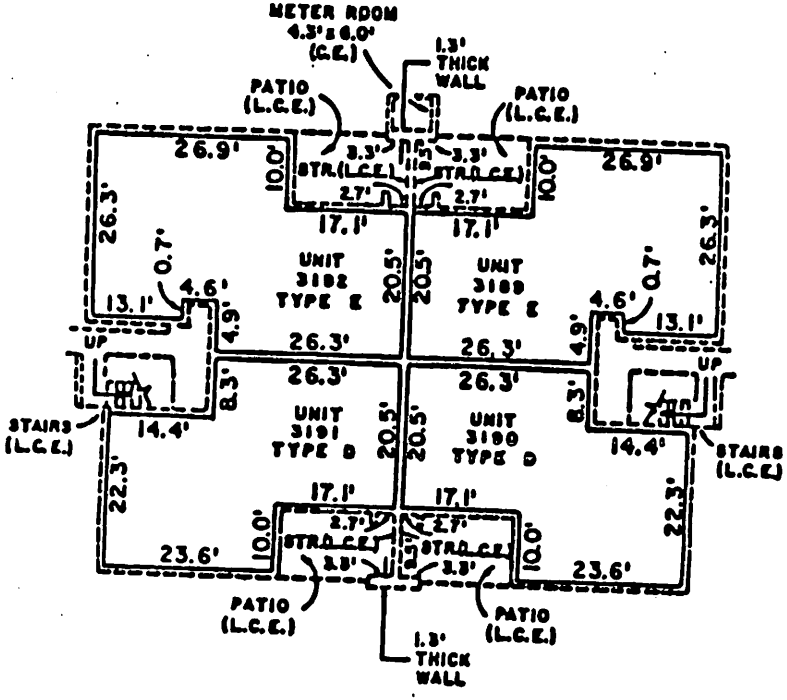
EXHIBIT "B" TO DECL. :ATION OF CONDOMINIUM OF

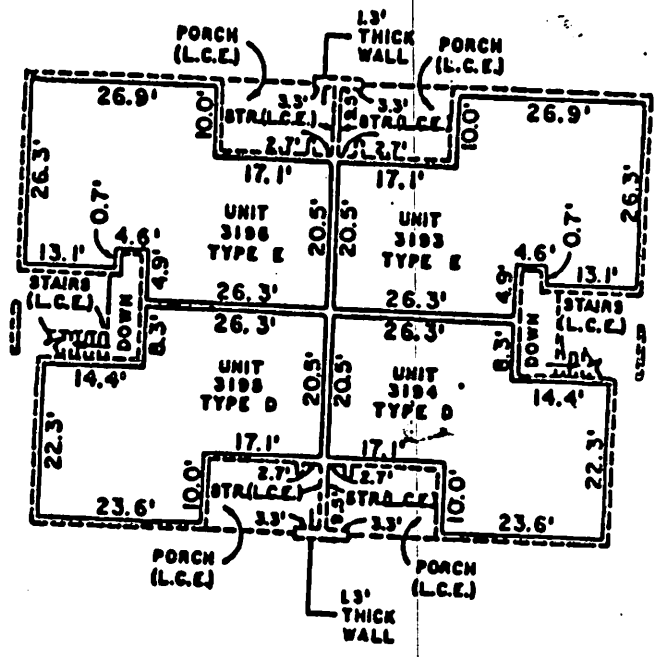
KARANDA VILLAGE V - "A", A CONDOMINIUM

BUILDING 14

25 0 5 10 15 20 25

OFF REC 12328 PAGE 884





FIRST FLOOR

MINIMUM UPPER LIMITS OF UNIT 22.58 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 14.50 M.S.L. ELEV.

SECOND FLOOR

MINIMUM UPPER LIMITS OF UNIT 31.91 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 23.83 M.S.L. ELEV.

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

3.) ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

4.) THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

NOTES

1.) THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY MINTO BUILDERS (FLORIDA), INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.

2.) ALL WALLS ARE 0.65' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

4.) FOR FURTHER DATA REGARDING BOUNDARIES OF THIS UNIT REFER TO THE DECLARATION OF THIS CONDOMINIUM.

5.) DEFINITIONS SET FORTH IN THE DECLARATION ARE

LEGEND

(C.E.) INDICATES COMMON ELEMENTS
(L.C.E.) INDICATES LIMITED COMMON ELEMENTS
(STR.) INDICATES STORAGE
(PORCH) INDICATES PORCH
(M.S.L. DATUM) INDICATES MEAN SEA LEVEL DATUM

C.C.L. CONSULTANTS, INC.

KARANDA VILLAGE V-"A" SHEET 22 OF 27

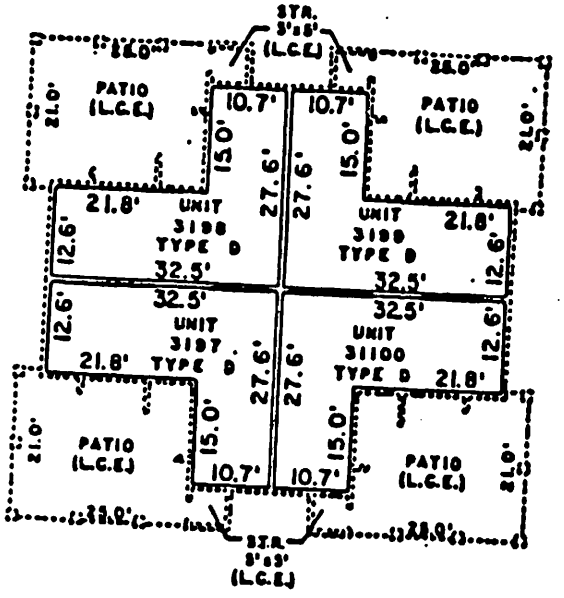
EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

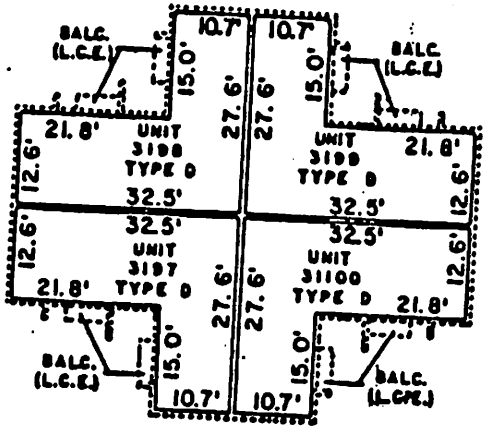
KARANDA VILLAGE V - "A", A CONDOMINIUM

BUILDING 15

25 0 5 10 15 20 25

OFF REC 12328 PAGE 885





FIRST FLOOR

SECOND FLOOR

MINIMUM UPPER LIMITS OF UNIT 31.88 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 14.50 M.S.L. ELEV.

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

3.) ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

4.) THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAY.

NOTES

1.) THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY MINTO BUILDERS (FLORIDA), INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.

2.) ALL WALLS ARE 0.65' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

4.) FOR FURTHER DATA REGARDING BOUNDARIES OF THIS UNIT REFER TO T[illegible] DECLARATION OF THIS CONDOMINIUM.

5.) DEFINITION[illegible]T FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

LEGEND

(C.E.)
(L.C.E.)
(STR.)
(BALC.)
(M.S.L. ELEV.)

C.C.L. CONSULTANTS, INC.

KARANDA VILL[illegible] V-"A"

A CONDOMINIUM

2251

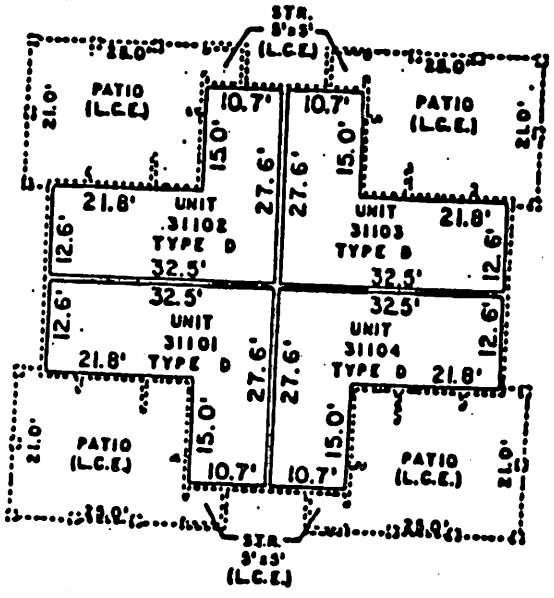
EXHIBIT B TO DECLARATION OF CONDOMINIUM OF

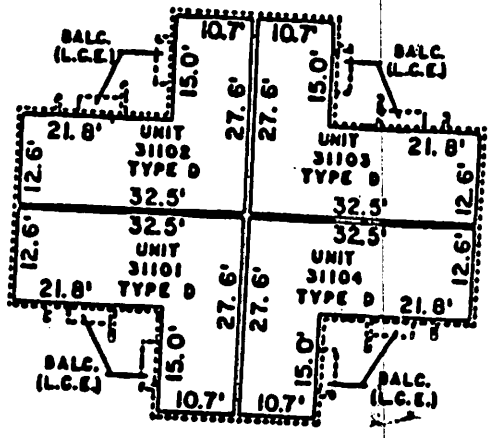
KARANDA VILLAGE V - "A", A CONDOMINIUM

BUILDING 16

25 0 5 10 15 20 25

OFF REC 12328 PAGE 886





FIRST FLOOR

SECOND FLOOR

MINIMUM UPPER LIMITS OF UNIT 31.88 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 14.50 M.S.L. ELEV.

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

3.) ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

4.) THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

NOTES

1.) THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY MINTO BUILDERS (FLORIDA), INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.

2.) ALL WALLS ARE 0.65' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

4.) FOR FURTHER DATA REGARDING BOUNDARIES OF THIS UNIT REFER TO THE DECLARATION OF THIS CONDOMINIUM.

5.) DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

LEGEND

(C.E.) — INDICATES COMMON ELEMENTS
(L.C.E.) — INDICATES LIMITED COMMON ELEMENTS
(BALC.) — INDICATES BALCONY
(PATIO) — INDICATES PATIO
(M.S.L. ELEV.) — INDICATES MEAN SEA LEVEL ELEVATION

C.C.L. CONSULTANTS, INC.

KARANDA VILLAGE V-"A" A CONDOMINIUM

SHEET 2257

4/10/84

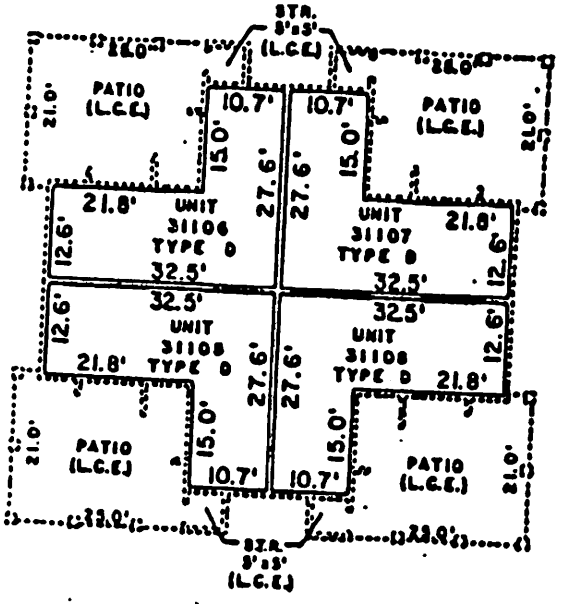
EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

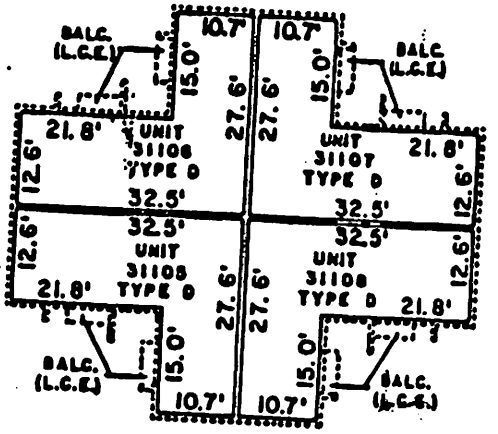
KARANDA VILLAGE V - "A", A CONDOMINIUM

BUILDING 17

25 0 5 10 15 20 25

OFF REC 12328 PAGE 887





FIRST FLOOR

SECOND FLOOR

MINIMUM UPPER LIMITS OF UNIT 31.88 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 14.50 M.S.L. ELEV.

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

3.) ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

4.) THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAY

NOTES

1.) THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY MINTO BUILDERS (FLORIDA), INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.

2.) ALL WALLS ARE 0.65' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

4.) FOR FURTHER DATA REGARDING BOUNDARIES OF THIS UNIT REFER TO T[illegible] DECLARATION OF THIS CONDOMINIUM.

5.) DEFINITION[illegible]T FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

LEGEND

(C.L.)
(L.C.E.)
(STR.)
(BALC.)
(M.S.L. ELEV.)

C.C.L. CONSULTANTS, INC.

KARANDA VILL[illegible] V-"A"

A CONDOMINIUM

2257

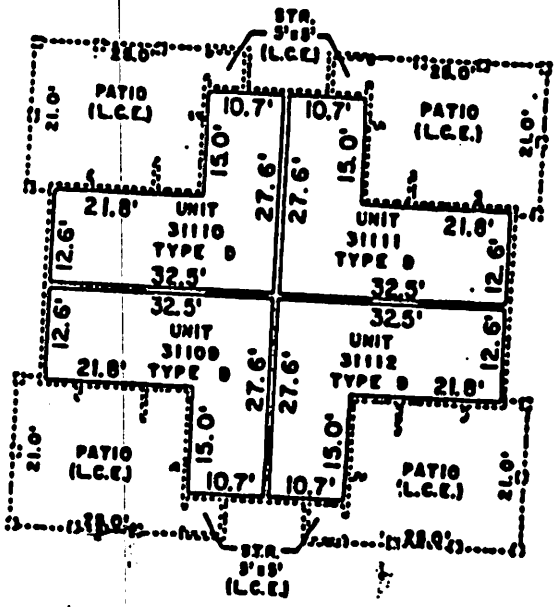
EXHIBIT B TO DECLARATION OF CONDOMINIUM OF

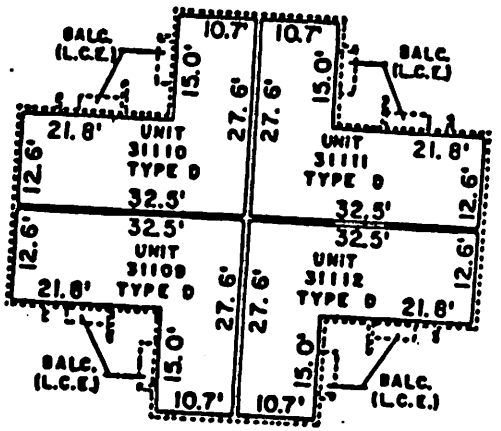
KARANDA VILLAGE V - "A", A CONDOMINIUM

BUILDING 18

25 0 5 10 15 20 25

OFF REC 12328 PAGE 888





FIRST FLOOR

SECOND FLOOR

MINIMUM UPPER LIMITS OF UNIT 31.88 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 14.50 M.S.L. ELEV.

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

3.) ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

4.) THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

NOTES

1.) THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY MINTO BUILDERS (FLORIDA), INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.

2.) ALL WALLS ARE 0.65' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

4.) FOR FURTHER DATA REGARDING BOUNDARIES OF THIS UNIT REFER TO THE DECLARATION OF THIS CONDOMINIUM.

5.) DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED

LEGEND

(L.C.E.) INDICATES LIMITED COMMON ELEMENTS
(STR.) INDICATES STORAGE
(BALC.) INDICATES BALCONY
(M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

C.C.L. CONSULTANTS, INC.

KARANDA VILLAGE "A" 2257

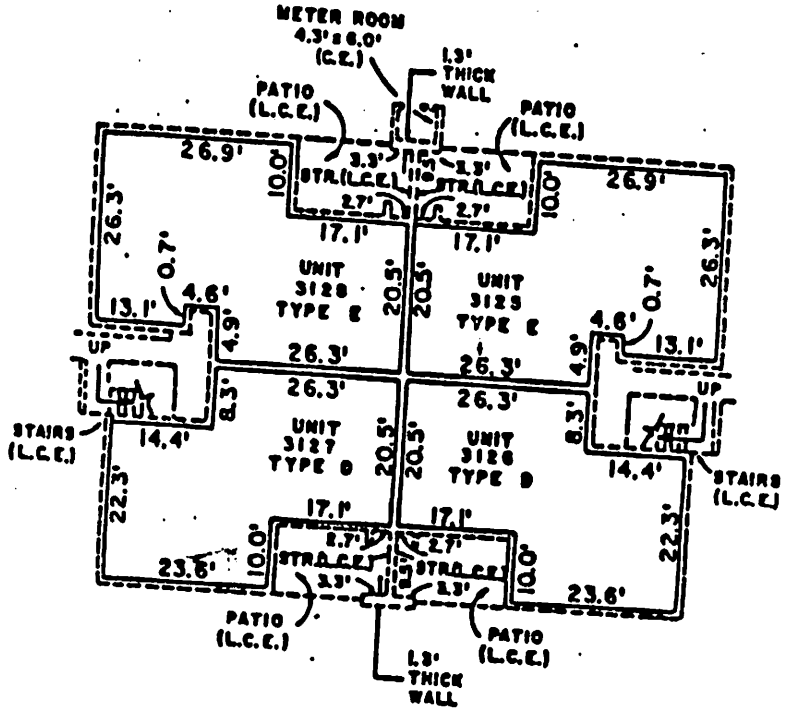
EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

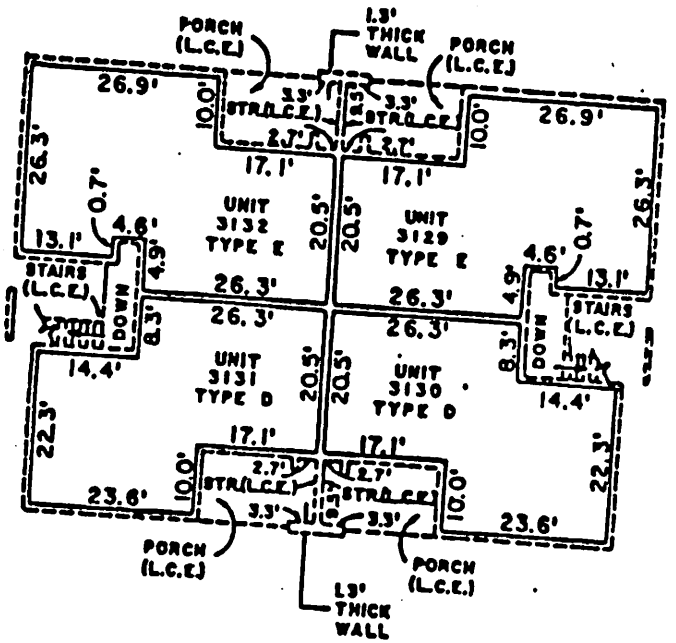
KARANDA VILLAGE V - "A", A CONDOMINIUM

BUILDING 19

25 0 5 10 15 20 25

OFF REC 12328 PAGE 889





FIRST FLOOR

UPPER LIMITS OF UNIT 23.32 M.S.L. ELEV.
LOWER LIMITS OF UNIT 15.24 M.S.L. ELEV.

SECOND FLOOR

MINIMUM UPPER LIMITS OF UNIT 32.60 M.S.L. ELEV.
LOWER LIMITS OF UNIT 24.68 M.S.L. ELEV.

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

3.) ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

4.) THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

NOTES

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2.) ALL WALLS ARE 0.65' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

4.) FOR FURTHER DATA REGARDING BOUNDARIES OF THIS UNIT REFER TO THE DECLARATION OF THIS CONDOMINIUM.

5.) DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

LEGEND

(C.E.) INDICATES COMMON ELEMENTS
(L.C.E.) INDICATES LIMITED COMMON ELEMENTS
(U/S) INDICATES UNDERSIDE
(D/S) INDICATES DOWNSIDE
INDICATES BALCONY
INDICATES MEAN SEA LEVEL ELEVATION

C.C.L. CONSULTANTS, INC.

KARANDA VILLAGE V-"A"
A CONDOMINIUM
2257

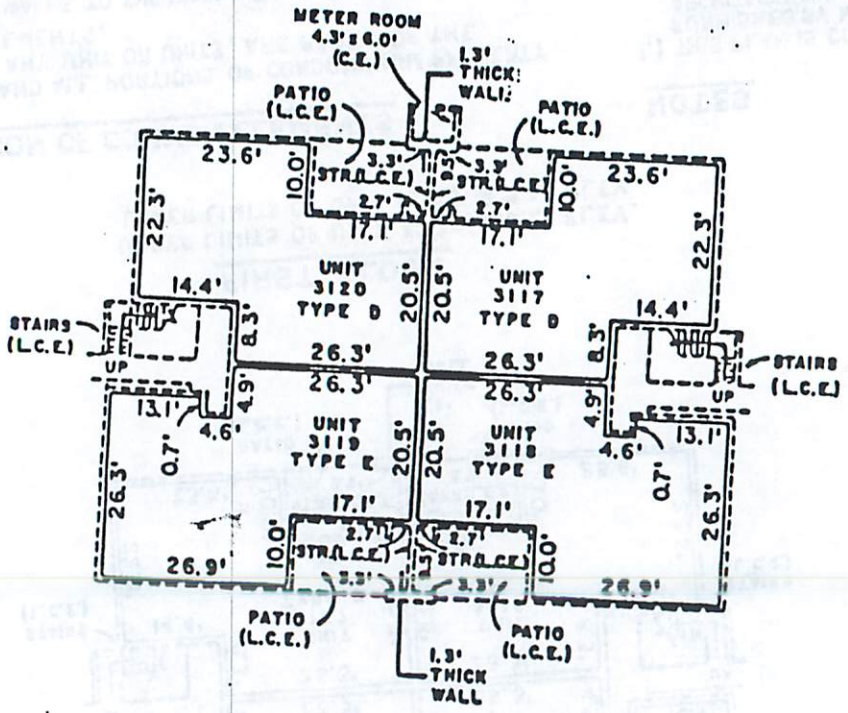
EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

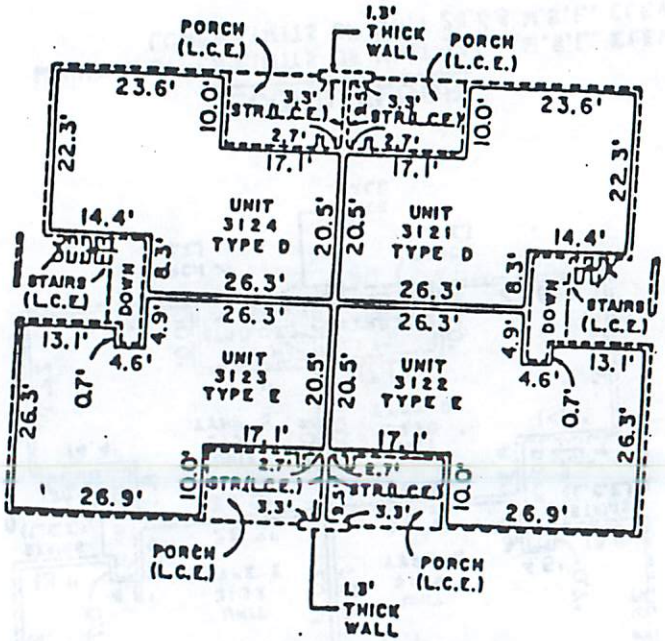
KARANDA VILLAGE V - "A", A CONDOMINIUM

BUILDING 20

25 0 5 10 15 20 25

CFF REC 12328 PAGE 890





FIRST FLOOR

UPPER LIMITS OF UNIT 23.31 M.S.L. ELEV.
LOWER LIMITS OF UNIT 15.22 M.S.L. ELEV.

SECOND FLOOR

MINIMUM UPPER LIMITS OF UNIT 32.77 M.S.L. ELEV.
LOWER LIMITS OF UNIT 24.75 M.S.L. ELEV.

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

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NOTES

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2.) ALL WALLS ARE 0.65' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

4.) FOR FURTHER DATA REGARDING BOUNDARIES OF THIS UNIT REFER TO THE DECLARATION OF THIS CONDOMINIUM.

5.) DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

LEGEND

(C.E.) INDICATES COMMON ELEMENTS
(L.C.E.) INDICATES LIMITED COMMON ELEMENTS
(STR.) INDICATES STORAGE
(BAL.) INDICATES BALCONY
(M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

C.C.L. CONSULTANTS, INC.

KARANDA VILLAGE V - "A"
A CONDOMINIUM

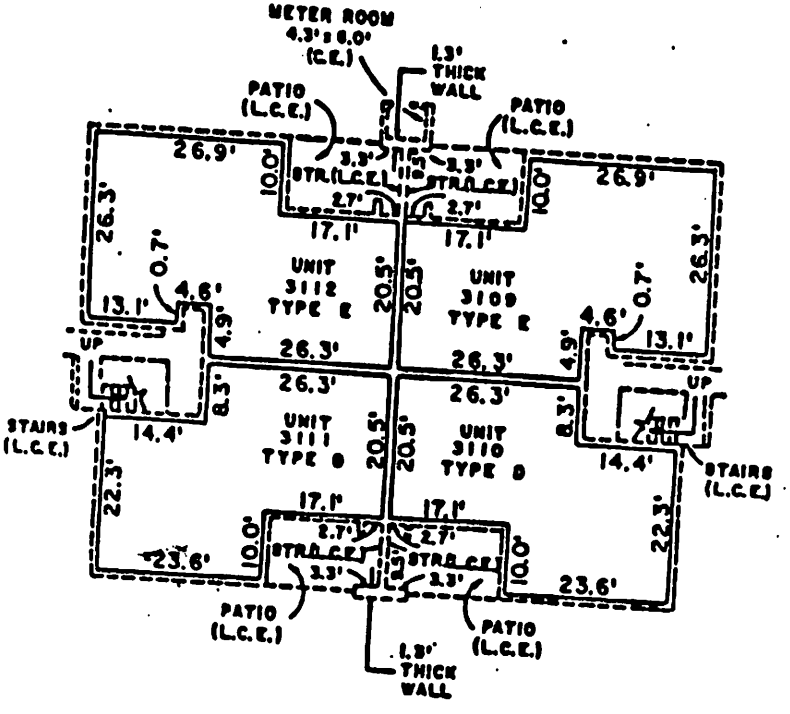
2257

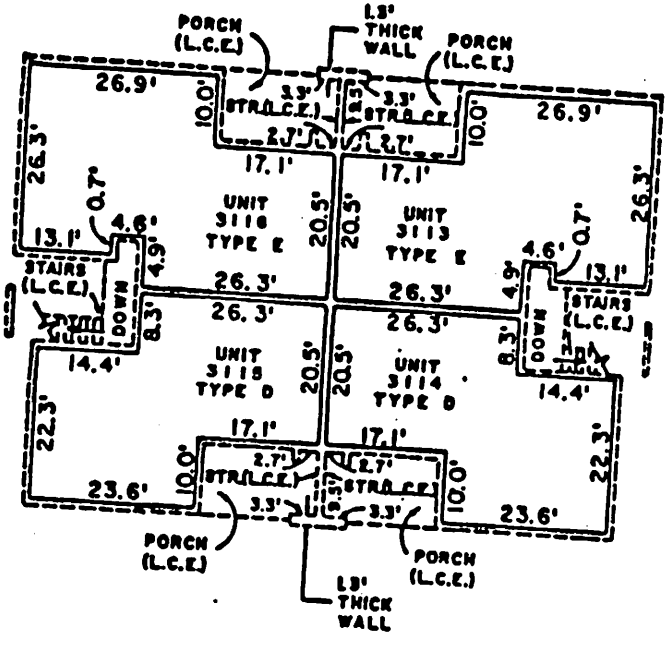
EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM

BUILDING 21

OFF REC 12328 PAGE 891





FIRST FLOOR

UPPER LIMITS OF UNIT 23.32 M.S.L. ELEV.
LOWER LIMITS OF UNIT 15.27 M.S.L. ELEV.

SECOND FLOOR

UPPER LIMITS OF UNIT 32.93 M.S.L. ELEV.
LOWER LIMITS OF UNIT 24.88 M.S.L. ELEV.

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

3.) ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

4.) THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

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3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

4.) FOR FURTHER DATA REGARDING BOUNDARIES OF THIS UNIT REFER TO THE DECLARATION OF THIS CONDOMINIUM.

5.) DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

LEGEND

(C.E.) INDICATES COMMON ELEMENTS
(L.C.E.) INDICATES LIMITED COMMON ELEMENTS
(STR.) INDICATES STORAGE
(BAL.) INDICATES BALCONY
(M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

C.C.L. CONSULTANTS, INC.

KARANDA VILLAGE V-"A" A CONDOMINIUM

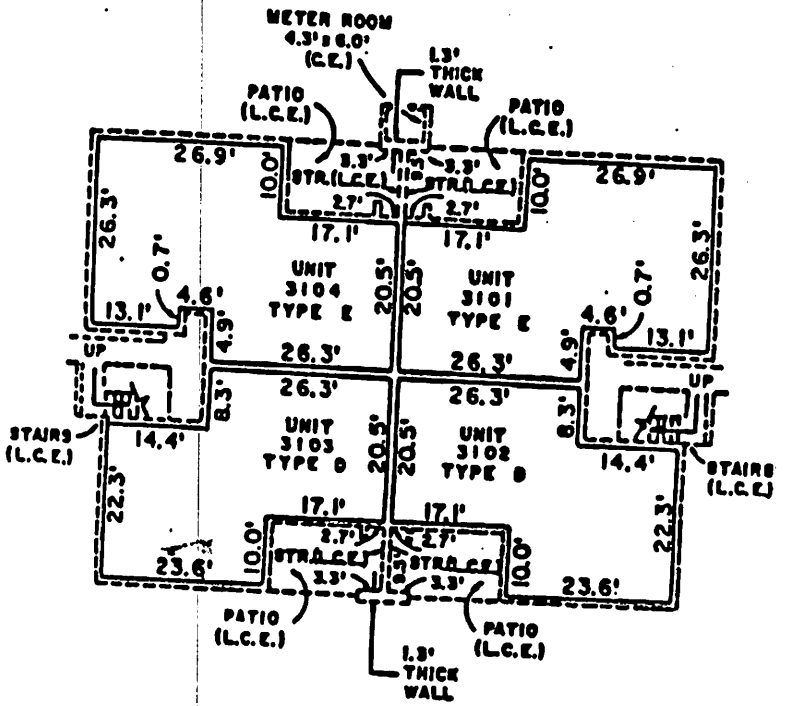
2257

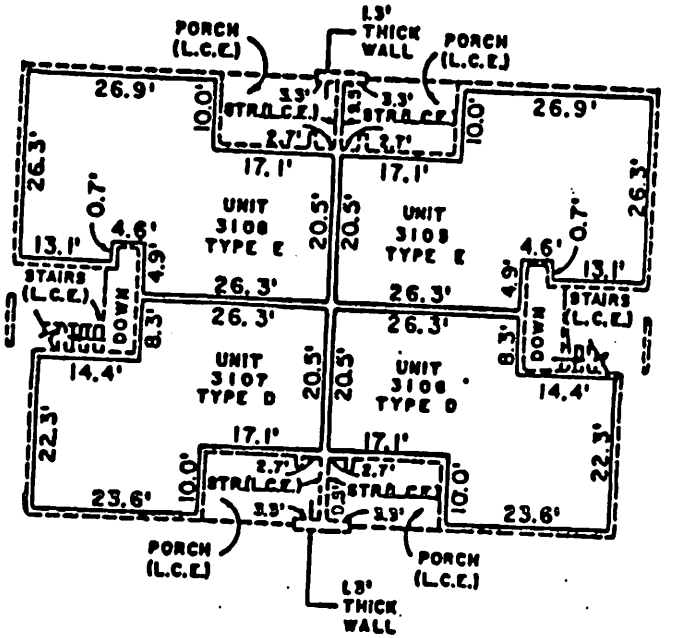
EXHIBIT B TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM

BUILDING 22

OFF REC 12328 PAGE 892





FIRST FLOOR

UPPER LIMITS OF UNIT 23.15 M.S.L. ELEV.
LOWER LIMITS OF UNIT 15.07 M.S.L. ELEV.

SECOND FLOOR

UPPER LIMITS OF UNIT 32.68 M.S.L. ELEV.
LOWER LIMITS OF UNIT 24.64 M.S.L. ELEV.

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

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2.) ALL WALLS ARE 0.65' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

4.) FOR FURTHER DATA REGARDING BOUNDARIES OF THIS UNIT REFER TO THE DECLARATION OF THIS CONDOMINIUM.

5.) DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

LEGEND

(C.E.) INDICATES COMMON ELEMENTS
(L.C.E.) INDICATES LIMITED COMMON ELEMENTS
(STR.) INDICATES STORAGE
(BALC.) INDICATES BALCONY
(M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

C.C.L. CONSULTANTS, INC.

KARANDA VILLAGE V-"A"
A CONDOMINIUM

2257

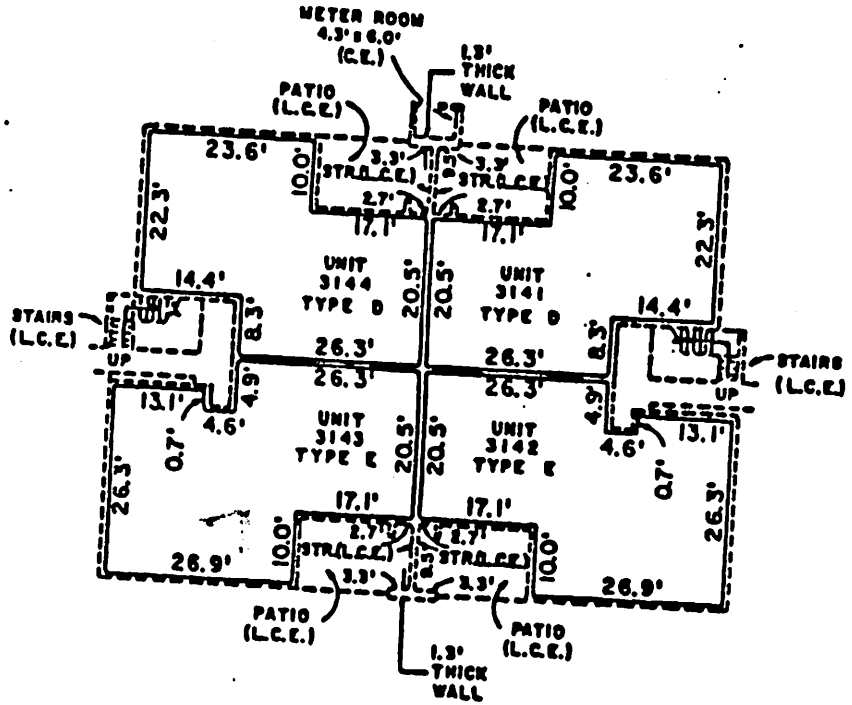
EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM

BUILDING 30

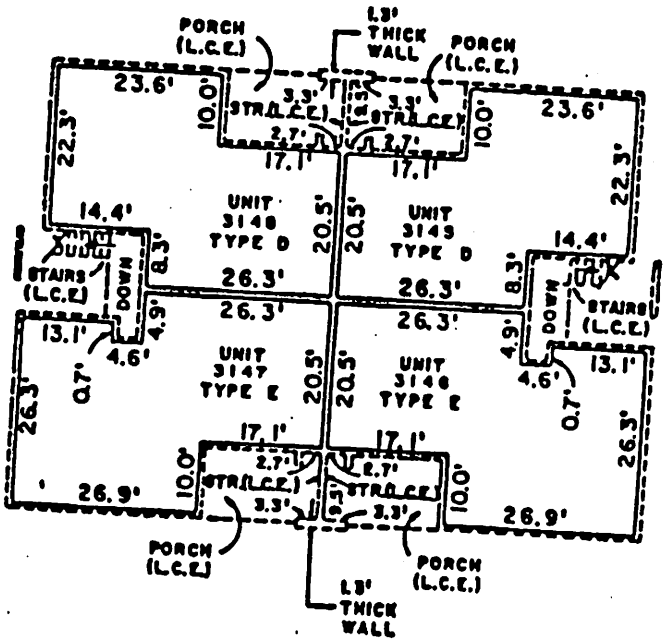
25 0 5 10 15 20 25

OFF REC 12328 PAGE 893



FIRST FLOOR

MINIMUM UPPER LIMITS OF UNIT 22.58 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 14.50 M.S.L ELEV.



SECOND FLOOR

MINIMUM UPPER LIMITS OF UNIT 31.91 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 23.83 M.S.L. ELEV.

DESCRIPTION OF COMMON ELEMENTS

1) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

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2.) ALL WALLS ARE 0.66' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

4.) FOR FURTHER DATA REGARDING BOUNDARIES OF THIS UNIT REFER TO THE DECLARATION OF THIS CONDOMINIUM.

5.) DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN

LEGEND

(C.E.) INDICATES COMMON ELEMENTS
(L.C.E.) INDICATES LIMITED COMMON ELEMENTS
(STRG.) INDICATES STORAGE
(BALC.) INDICATES BALCONY
(M.S.L. ELEV.) INDICATES MEAN SEA LEVEL ELEVATION

C.C.L. CONSULTANTS, INC.

KARANDA VILLAGE V-"A" 2257

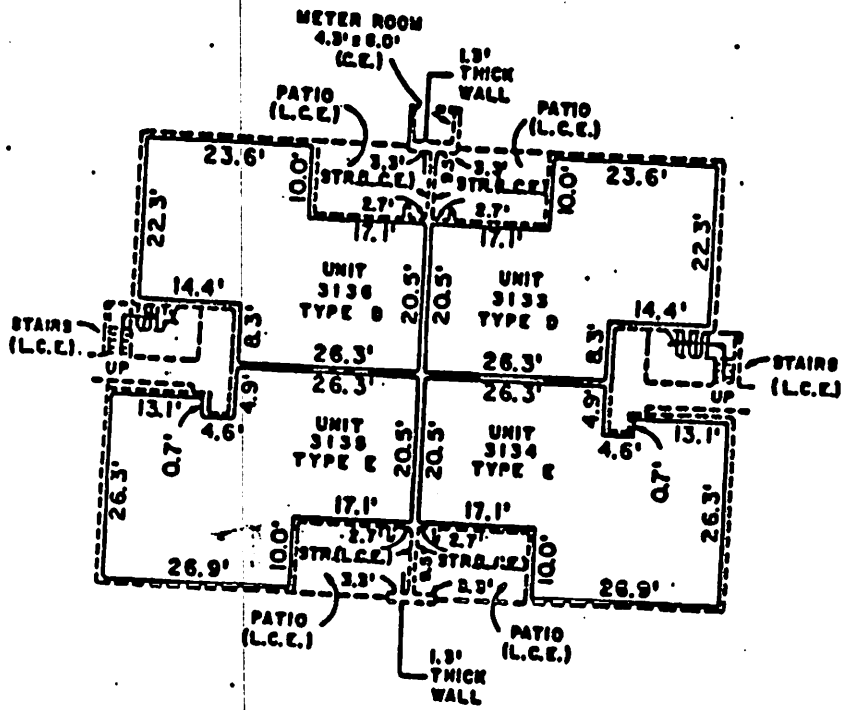
EXHIBIT B TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM

BUILDING 31

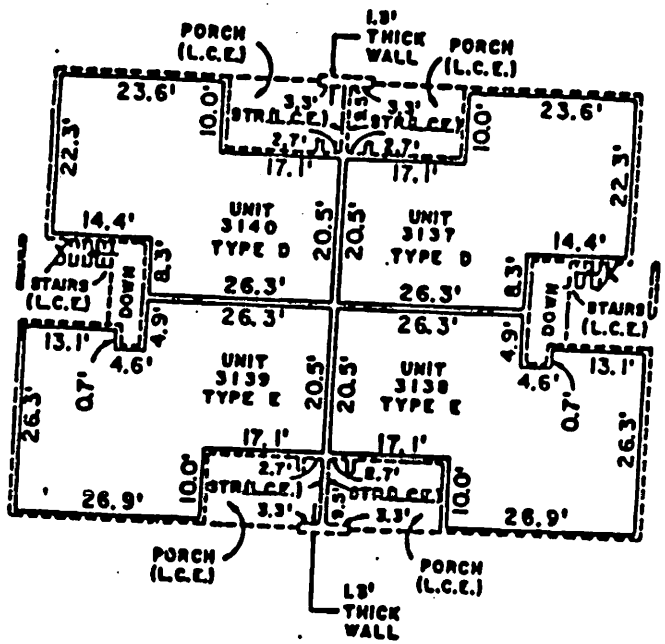
25 0 5 10 15 20 25

OFF REC 12328 PAGE 894



FIRST FLOOR

UPPER LIMITS OF UNIT 23.32 M.S.L. ELEV.
LOWER LIMITS OF UNIT 15.27 M.S.L. ELEV.



SECOND FLOOR

MINIMUM UPPER LIMITS OF UNIT 32.76 M.S.L. ELEV.
LOWER LIMITS OF UNIT 24.80 M.S.L. ELEV.

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

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2.) ALL WALLS ARE 0.66' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

4.) FOR FURTHER DATA REGARDING BOUNDARIES OF THIS UNIT REFER TO THE DECLARATION OF THIS CONDOMINIUM.

5.) DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

LEGEND

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

C.C.L. CONSULTANTS, INC.

KARANDA VILLAGE V-"A"
A CONDOMINIUM

2257

EXHIBIT "C"

-to-

DECLARATION OF CONDOMINIUM

ARTICLES OF INCORPORATION OF CONDOMINIUM ASSOCIATION

EXHIBIT "C"

State of Florida

Department of State

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

KARANDA VILLAGE V CONDOMINIUM ASSOCIATION, INC.

a corporation organized under the Laws of the State of Florida, filed on FEBRUARY 5, 1985

The charter number for this corporation is N07493

A NON PROFIT CORPORATION

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 5th day of February 1985

George Firestone
Secretary of State

WP-104 CER-101

OR REC 12328 PAGE 895

NC 7,92

ARTICLES OF INCORPORATION

-of-

KARANDA VILLAGE V CONDOMINIUM ASSOCIATION, INC.

A Non-Profit Corporation

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

ARTICLE I

NAME

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

ARTICLE II

PURPOSES

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

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

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

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

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

OFF REC 1232 PAGE 896

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

ARTICLE III

MEMBERS

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

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

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

ARTICLE IV

EXISTENCE

This Association shall have perpetual existence.

ARTICLE V

SUBSCRIBERS

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

Name	Address
Jeffrey Miller	Township Center, 2400 Lyons Road Coconut Creek, Florida 33066
Philippe Joanisse	Township Center, 2400 Lyons Road Coconut Creek, Florida 33066
Frank Rodgers	Township Center, 2400 Lyons Road Coconut Creek, Florida 33066

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ARTICLE VI

DIRECTORS

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

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

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

ARTICLE VII

FIRST BOARD OF ADMINISTRATION

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

Name	Address
Jeffrey Miller	Township Center, 2400 Lyons Road Coconut Creek, Florida 33066
Philippe Joanisse	Township Center, 2400 Lyons Road Coconut Creek, Florida 33066
Frank Rodgers	Township Center, 2400 Lyons Road Coconut Creek, Florida 33066

OFF REC 12328 PAGE 898

ARTICLE VIII

OFFICERS

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

Name	Office
Jeffrey Miller	President
Philippe Joanisse	Vice President
Frank Rodgers	Secretary/Treasurer

ARTICLE IX

BY-LAWS

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

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

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

ARTICLE X

AMENDMENTS

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

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the votes of the Members shall be required for approval of the proposed amendment or amendments.

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

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

ARTICLE XI

INDEMNIFICATION

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him, in connection with any proceedings or any settlement thereof, to which he may be a party, or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided, that all settlements must be approved by the Board of Administration as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE XII

ADDRESS

The principal address of the Association shall be Township Center, 2400 Lyons Road, Coconut Creek, Florida 33066, or at such other place as may be subsequently designated by the Board of Administration.

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IN WITNESS WHEREOF, we have hereunto set our hands and seals at Coconut Creek, Broward County, Florida, on this 29 day of January, 1985.

Signed, Sealed and Delivered
in the Presence of:

Marie L. Sullivan

Leighanne J. Patrick

JEFFREY MILLER

Marie L. Sullivan

Leighanne J. Patrick

PHILIPPE JOANISSE

Marie L. Sullivan

Leighanne J. Patrick

FRANK RODGERS

STATE OF FLORIDA)
: ss
COUNTY OF)

The foregoing instrument was acknowledged before me this 29 day of January, 1985, by Jeffrey Miller, Philippe Joanisse, and Frank Rodgers.

Notary Public, State of Florida at Large

(NOTARY SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BONDED THRU GENERAL INS. UND.
MY COMMISSION EXPIRES SEPT. 18, 1985

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EXHIBIT "D"

-to-

DECLARATION OF CONDOMINIUM

BYLAWS
OF
CONDOMINIUM ASSOCIATION

EXHIBIT "D"

BY-LAWS

-of-

KARANDA VILLAGE V CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

GENERAL

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

Section 2. Principal Office. The principal office of the Association shall be at Township Center, 2400 Lyons Road, Coconut Creek, Florida 33066, or at such location as may be designated by the Association's Board of Administration. All books and records of the Association shall be kept at its principal office.

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

ARTICLE II

DIRECTORS

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

Section 2. Vacancy and Replacement. If the office of any Director or Directors becomes vacant by reason of death,

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

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

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

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

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

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

(3) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been sold and none of the others are being

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offered for sale by the Developer in the ordinary course of business; or

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

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

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

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

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

A. To levy and collect regular and special Assessments.

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

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

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

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

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

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

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

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

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

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

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

Section 7. Meetings

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

B. Special meetings shall be held whenever called by the president or a majority of the Board. The secretary shall give notice of each special meeting either personally or by mail or telegram, at least three (3) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting.

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

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

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

A. Roll call.

B. Reading of minutes of the last meeting.

C. Consideration of communications.

D. Resignations and elections.

E. Reports of officers and employees.

F. Reports of committees.

G. Unfinished business.

H. Original resolutions and new business.

I. Adjournment.

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

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ARTICLE III

OFFICERS

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

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

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

Section 4. The President.

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

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

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

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

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

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

Section 6. The Secretary.

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

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

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

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

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

Section 7. The Treasurer.

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

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

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

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

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

ARTICLE IV

THE ASSOCIATION.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V

MEETINGS OF MEMBERSHIP

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

Section 2. Annual Meeting.

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

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

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

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

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

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Section 4. Special Meetings.

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

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

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

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

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

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

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Section 7. Right to Vote.

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

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

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

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

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

A. Election of Chairman.

B. Roll call.

C. Proof of notice of meeting or waiver of notice.

D. Reading of minutes of prior meeting.

E. Officers' reports.

F. Committee reports.

G. Elections.

H. Unfinished business.

I. New business.

J. Adjournment.

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ARTICLE VI

NOTICES

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

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

Section 3. Address. The address for notice to the Association is Township Center, 2400 Lyons Road, Coconut Creek, Florida 33066 or such other address as may be designated by the Board of Directors.

ARTICLE VII

FINANCES

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

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

Section 3. Determination of Assessments.

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

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

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

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

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

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

Section 4. Annual Budget.

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

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

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

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

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

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

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

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

OFF REC 12328 PAGE 917

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

ARTICLE VIII

DEFAULT

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

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

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

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

OFF REC 12328 PAGE 913

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

ARTICLE IX

JOINT OWNERSHIP

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

ARTICLE X

AMENDMENT

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

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

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

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

OFF REC 12320 PAGE 919

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

ARTICLE XI

CONSTRUCTION

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

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

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

APPROVED:

SECRETARY

PRESIDENT

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

OFF REC 12328 PAGE 921

870700VAby0320:78
03/20/84

EXHIBIT "1A"

-to-

OFFERING CIRCULAR

AMENDMENTS TO DECLARATION OF CONDOMINIUM

85- 67434 AMENDMENT

This Amendment dated 4th - March, 1985, by MINTO BUILDERS (FLORIDA), INC., a Florida corporation ("Developer").

W I T N E S S E T H:

WHEREAS, Developer recorded that certain Declaration of Condominium of Karanda Village V - "A", a Condominium in O.R. Book 12328 at Page 845 of the Public Records of Broward County, Florida ("Declaration"); and

WHEREAS, Buildings Nos. 17, 18 and 30 of said condominium were not complete at the time of recordation of the Declaration; and

WHEREAS, said Buildings Nos. 17, 18 and 30 are now substantially complete and Developer desires to amend the Surveyor's Certificate attached as Exhibit "B" to said Declaration in order to reflect this fact; and

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

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

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

Signed, sealed and delivered in the presence of:

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

By: Michael Greenberg, Pres.

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing Amendment was acknowledged before me this 4th day of March, 1985, by Michael Greenberg, Trust of Minto Builders (Florida), Inc., a Florida corporation, on behalf of the corporation.

Notary Public,
State of Florida at Large

My commission expires:

Prepared by the Office of:

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

870700070am0227:84

Return to: Gold Coast Title Co

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM

CERTIFICATION:

THE UNDERSIGNED SURVEYING FIRM CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE BUILDINGS 17, 18 AND 30 KARANDA VILLAGE V - "A", A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF KARANDA VILLAGE V - "A", A CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS WITHIN THE CONDOMINIUM AND OF EACH UNIT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS. FURTHER, ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO BUILDINGS 17, 18 AND 30 COMMON ELEMENT FACILITIES SERVING BUILDINGS 17, 18 AND 30 AS SET FORTH IN SAID DECLARATION ARE SUBSTANTIALLY COMPLETED.

CCL CONSULTANTS, INC.

2/25/81
DATE

ISHMAEL S. MOHAMED
Registed Land Surveyor # 2464
State of Florida

"B" 1942

EXHIBIT B TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM

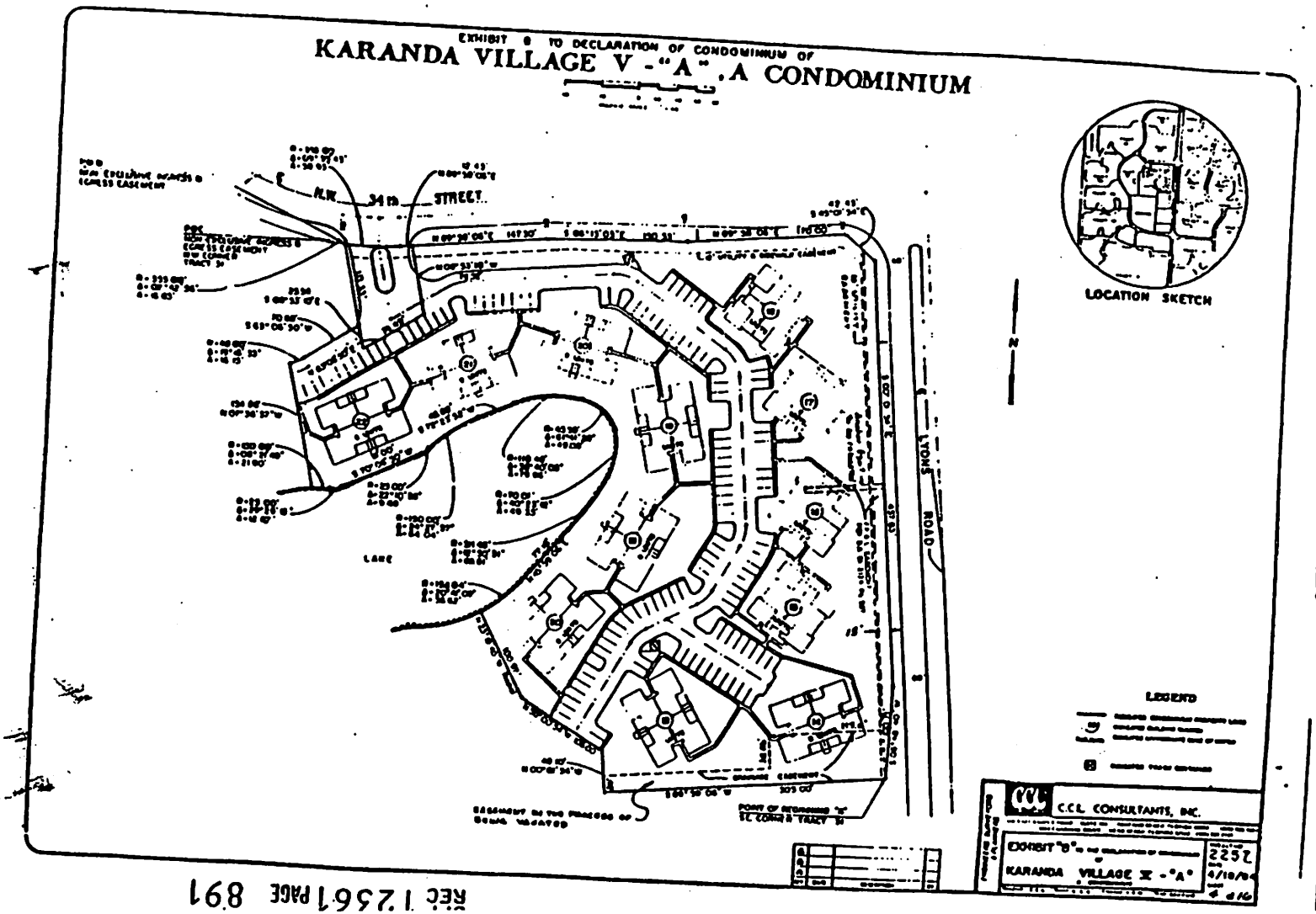
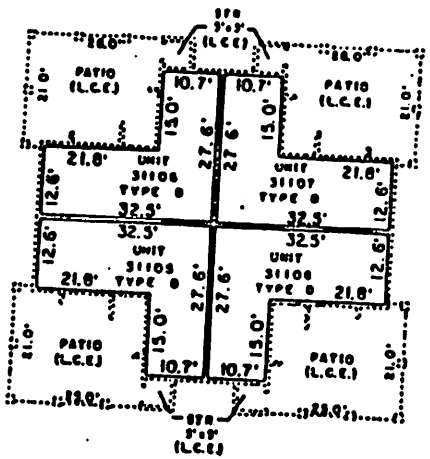
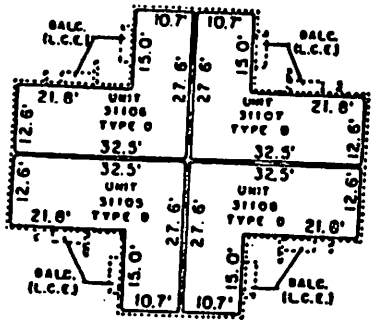


EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM

BUILDING 17





OFF REC 12361 PAGE 892

FIRST FLOOR

SECOND FLOOR

MINIMUM UPPER LIMITS OF UNIT 32.60 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 15.24 M.S.L. ELEV.

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

3.) ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

4.) THE SOLE [illegible]

NOTES

1.) THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY MINTO BUILDERS (FLORIDA), INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.

2.) ALL WALLS ARE 0.65' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

LEGEND

(L.C.E.) INDICATES LIMITED COMMON ELEMENTS

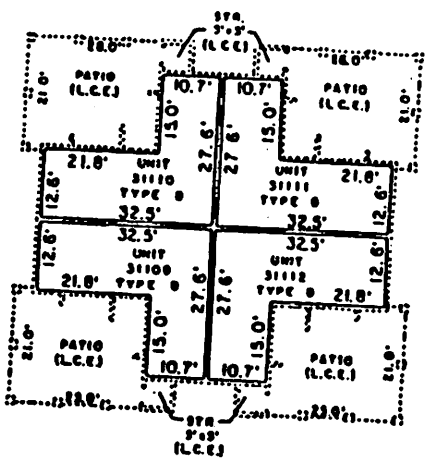
C.C.L. CONSULTANTS

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

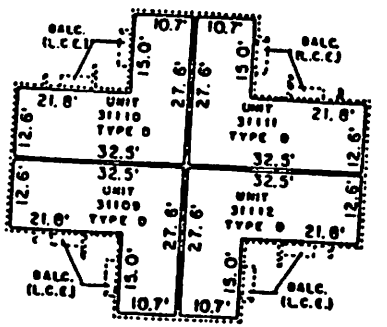
KARANDA VILLAGE V - "A", A CONDOMINIUM

BUILDING 18

25 0 5 10 15 20 25



FIRST FLOOR



SECOND FLOOR

MINIMUM UPPER LIMITS OF UNIT 32.58 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 15.32 M.S.L. ELEV.

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

3.) ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

4.) THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING [illegible]

NOTES

1.) THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY MINTO BUILDERS (FLORIDA), INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.

2.) ALL WALLS ARE 0.65' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

4.) FOR FURTHER DATA REGARDING BOUNDARIES OF THIS [illegible] REFER TO THE [illegible]

LEGEND

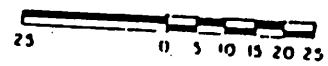
C.C.L. CONSULTANTS, INC.

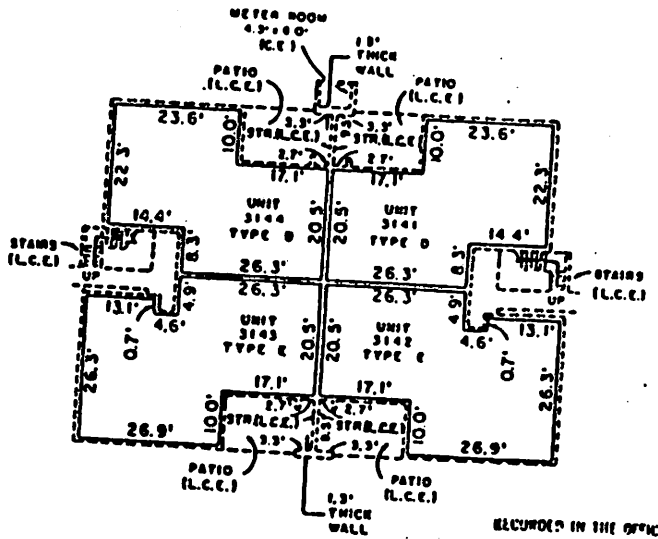
OFF REC 12361 PAGE 893

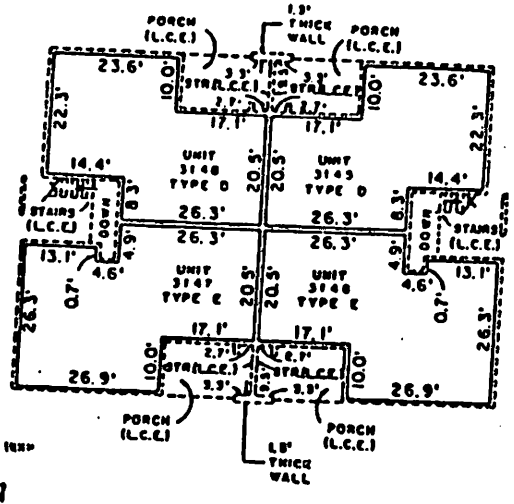
EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM

BUILDING 30







RECORDED IN THE OFFICIAL RECORDS BOOK OF PROWARD COUNTY, FLORIDA

F. T. JOHNSON

COUNTY ADMINISTRATOR

FIRST FLOOR

MINIMUM UPPER LIMITS OF UNIT 23.16 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 15.16 M.S.L. ELEV.

SECOND FLOOR

MINIMUM UPPER LIMITS OF UNIT 32.74 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 24.73 M.S.L. ELEV.

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

3.) ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

4.) [illegible]

NOTES

1.) THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY MINTO BUILDERS (FLORIDA), INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.

2.) ALL WALLS ARE 0.65' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

LEGEND

[illegible]

OFF REC 12361 PAGE 894

85 95170

AMENDMENT

This Amendment dated April 25, 1985, by MINTO BUILDERS (FLORIDA), INC., a Florida corporation ("Developer").

W I T N E S S E T H:

WHEREAS, Developer recorded that certain Declaration of Condominium of Karanda Village V - "A", a Condominium in O.R. Book 12328 at Page 845 of the Public Records of Broward County, Florida ("Declaration"); and

WHEREAS, Buildings No. 15 and 16 of said condominium were not complete at the time of recordation of the Declaration; and

WHEREAS, said Buildings No. 15 and 16 are now substantially complete and Developer desires to amend the Surveyor's Certificate attached as Exhibit "B" to said Declaration in order to reflect this fact; and

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

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

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

Signed, sealed and delivered in the presence of:

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

By: Michael Greenberg, President

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing Amendment was acknowledged before me this 25 day of April, 1985, by Michael Greenberg, President of Minto Builders (Florida), Inc., a Florida corporation, on behalf of the corporation.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG 25 1986
BONDED THRU GENERAL INS. UND.

Notary Public,
State of Florida at Large

My commission expires:

Prepared by the Office of:

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

870700070am0321:84

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

REC 12413 PAGE 679

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM

CERTIFICATION:

THE UNDERSIGNED SURVEYING FIRM CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE BUILDINGS 15 AND 16 KARANDA VILLAGE V - "A", A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF KARANDA VILLAGE V - "A", A CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS WITHIN THE CONDOMINIUM AND OF EACH UNIT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS. FURTHER, ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO BUILDINGS 15 AND 16 COMMON ELEMENT FACILITIES SERVING BUILDINGS 15 AND 16 AS SET FORTH IN SAID DECLARATION ARE SUBSTANTIALLY COMPLETED.

CCL CONSULTANTS, INC.

9/20/91
DATE

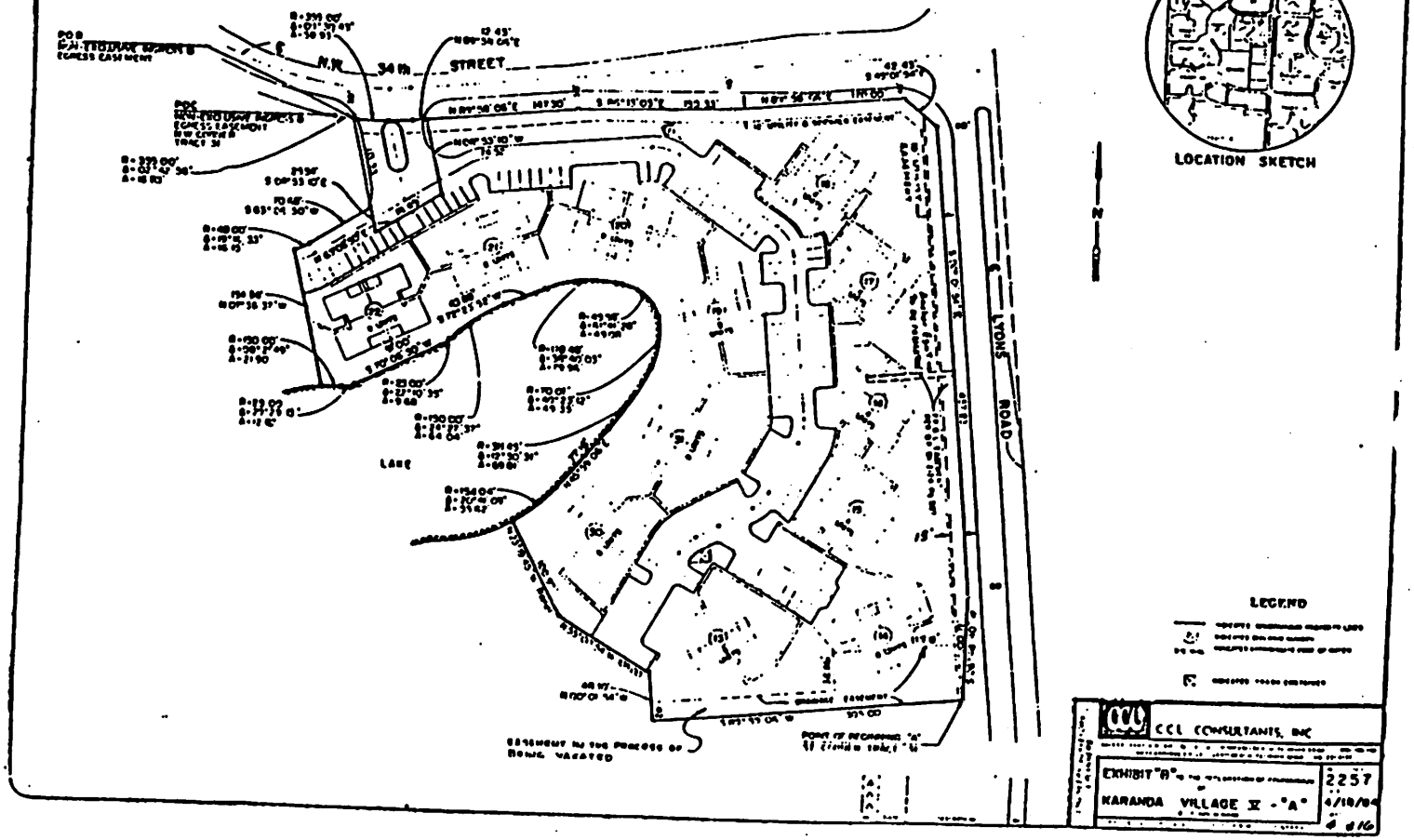
ISHMAEL S. MOHAMED
Registed Land Surveyor # 2464
State of Florida

REC 1241 PAGE 683

Exhibit A page 2 of 4

EXHIBIT B TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM



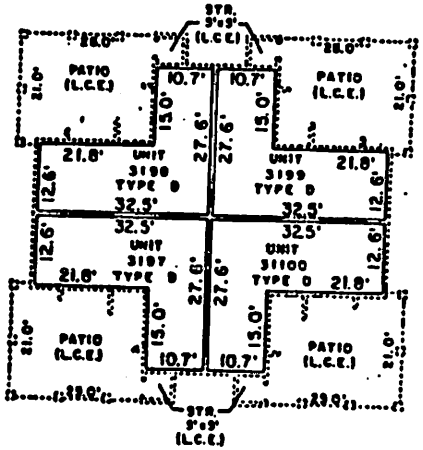
OFF REC 12413 PAGE 681

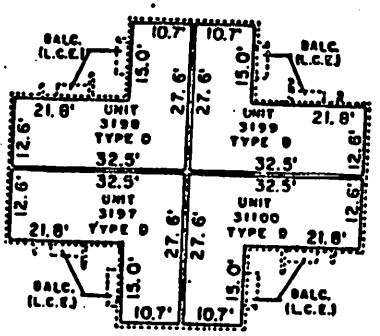
EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM

BUILDING 15

25 0 5 10 15 20 25





FIRST FLOOR

SECOND FLOOR

MINIMUM UPPER LIMITS OF UNIT 32.76 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 15.44 M.S.L. ELEV.

OFF REC 12413 PAGE 662

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

3.) ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

4.) THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS PUBLIC WAYS

NOTES

1.) THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY MINTO BUILDERS (FLORIDA), INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.

2.) ALL WALLS ARE 0.65' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

4.) FOR FURTHER DATA REGARDING BOUNDARIES OF THIS UNIT REFER TO THE DECLARATION OF THIS CONDOMINIUM.

5.) DESIGNATES POINT OF BEGINNING

LEGEND

C.C.L. CONSULTANTS, INC.

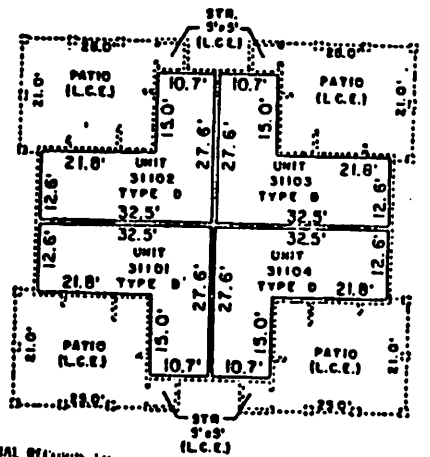
KARANDA VILLAGE V-"A" 2257

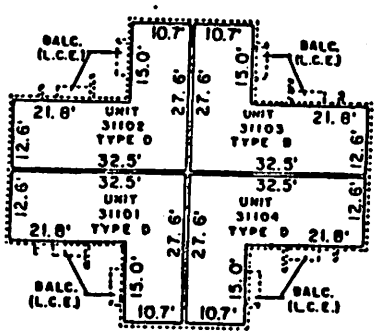
EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM

BUILDING 16

25 0 5 10 15 20 25





RECORDED IN THE OFFICIAL RECORDS BOOK OF BROWARD COUNTY, FLORIDA

F. T. JOHNSON

COUNTY ADMINISTRATOR

FIRST FLOOR

SECOND FLOOR

MINIMUM UPPER LIMITS OF UNIT 32.21 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 14.86 M.S.L. ELEV.

OFF REC 12413 PAGE 683

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

3.) ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

4.) THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

NOTES

1.) THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY MINTO BUILDERS (FLORIDA), INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.

2.) ALL WALLS ARE 0.65' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

4.) FOR FURTHER DATA REGARDING BOUNDARIES OF THIS UNIT REFER TO THE DECLARATION OF THIS CONDOMINIUM.

5.) DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

LEGEND

C.C.L. CONSULTANTS, INC.

KARANDA VILLAGE V-"A"
A CONDOMINIUM
BUILDING 16

2257
4/19/84

85-136264 AMENDMENT

This Amendment dated April 25th, 1985, by MINTO BUILDERS (FLORIDA), INC., a Florida corporation ("Developer").

W I T N E S S E T H:

WHEREAS, Developer recorded that certain Declaration of Condominium of Karanda Village V - "A", a Condominium in O.R. Book 12328 at Page 845 of the Public Records of Broward County, Florida ("Declaration"); and

WHEREAS, Buildings No. 13 and 14 of said condominium were not complete at the time of recordation of the Declaration; and

WHEREAS, said Buildings No. 13 and 14 are now substantially complete and Developer desires to amend the Surveyor's Certificate attached as Exhibit "B" to said Declaration in order to reflect this fact; and

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

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

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

Signed, sealed and delivered in the presence of:

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

By: Michael Greenberg, President

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing Amendment was acknowledged before me this 25th day of April, 1985, by Michael Greenberg President of Minto Builders (Florida), Inc. a Florida corporation, on behalf of the corporation.

Notary Public,
State of Florida at Large

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. NOV 27,1987
BONDED THRU GENERAL INS. UND.

My commission expires:

Prepared by the Office of:

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

870700070am0424:84

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

OFF REC 12493 PAGE 910

EXHIBIT "A"

page 1 of 5

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM

OFF REC 12493 PAGE 911

CERTIFICATION:

THE UNDERSIGNED SURVEYING FIRM CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE BUILDINGS 13 AND 14 KARANDA VILLAGE V - "A", A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF KARANDA VILLAGE V - "A", A CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION, AND DIMENSIONS OF THE COMMON ELEMENTS WITHIN THE CONDOMINIUM AND OF EACH UNIT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS. FURTHER, ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO BUILDINGS 13 AND 14 COMMON ELEMENT FACILITIES SERVING BUILDINGS 13 AND 14 AS SET FORTH IN SAID DECLARATION ARE SUBSTANTIALLY COMPLETED.

Exhibit 1

CCL CONSULTANTS, INC.

4/10/85

DATE

ISHMAEL S. MOHAMED
Registed Land Surveyor # 2464
State of Florida

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

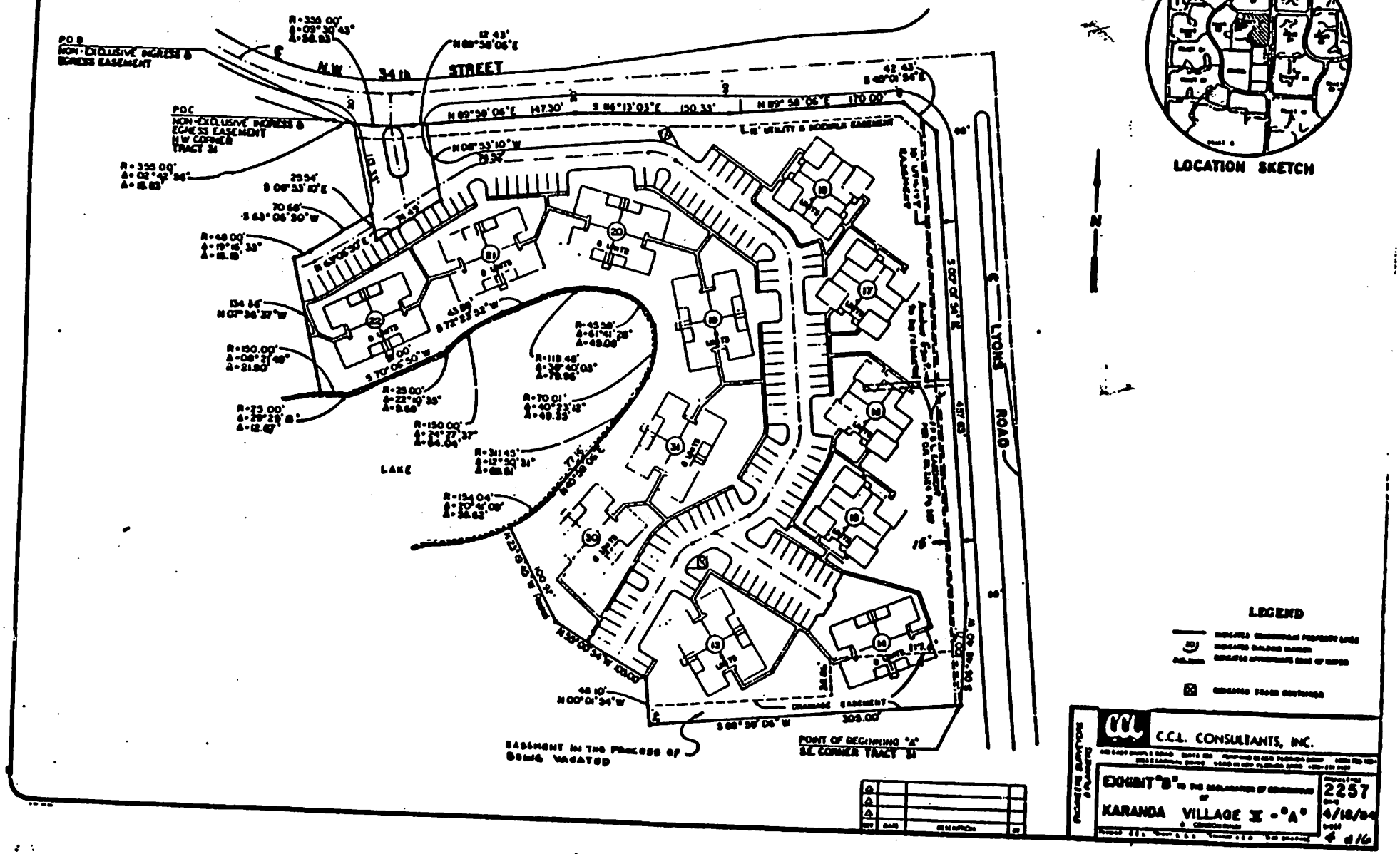
KARANDA VILLAGE V - "A", A CONDOMINIUM

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD BY GOLD COAST TITLE COMPANY.
3. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND THE FLORIDA LAND TITLE ASSOCIATION.
4. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, AND/OR PARKING SPACES, ARE PARTS OF THE COMMON ELEMENTS.
5. LEGAL DESCRIPTION ATTACHED HERETO IS IN ACCORDANCE WITH THE INSTRUMENTS OF RECORD.
6. THIS PLAN IS COMPLIED FROM PLANS AND DATA FURNISHED BY MINTO BUILDERS (FLORIDA), INC. ARCHITECTURAL FLOOR PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY CCL CONSULTANTS, INC.
7. BUILDING TIES ARE 90 DEGREES OR RADIAL TO THE PROPERTY LINE.

EXHIBIT B TO DECLARATION OF CONDOMINIUM OF

KARANDA VILLAGE V - "A", A CONDOMINIUM



[illegible] TO DECLARATION OF CONDOMINIUM OF

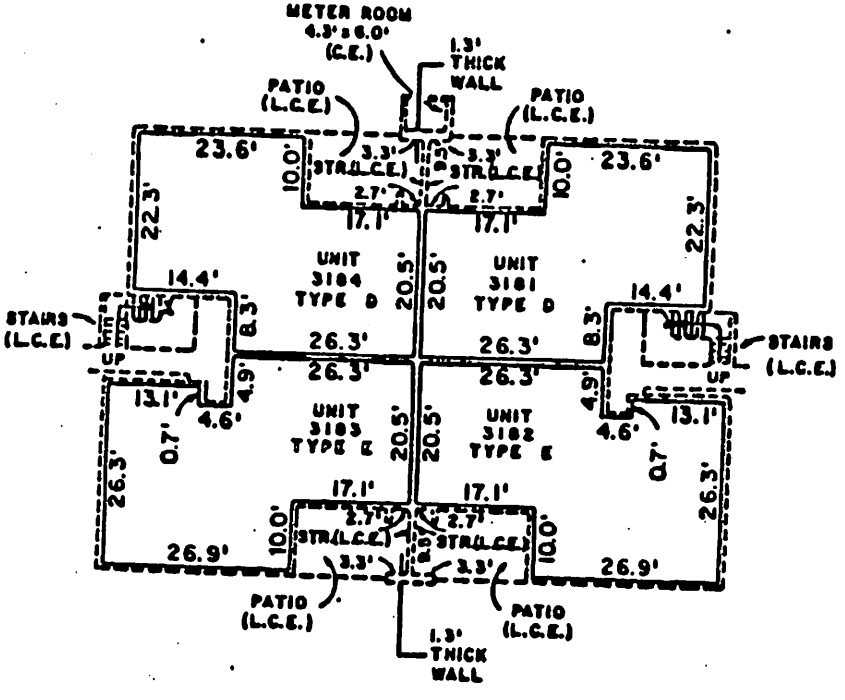
KARANDA VILLAGE V - "A", A CONDOMINIUM

Page 4 of 5

BUILDING 13

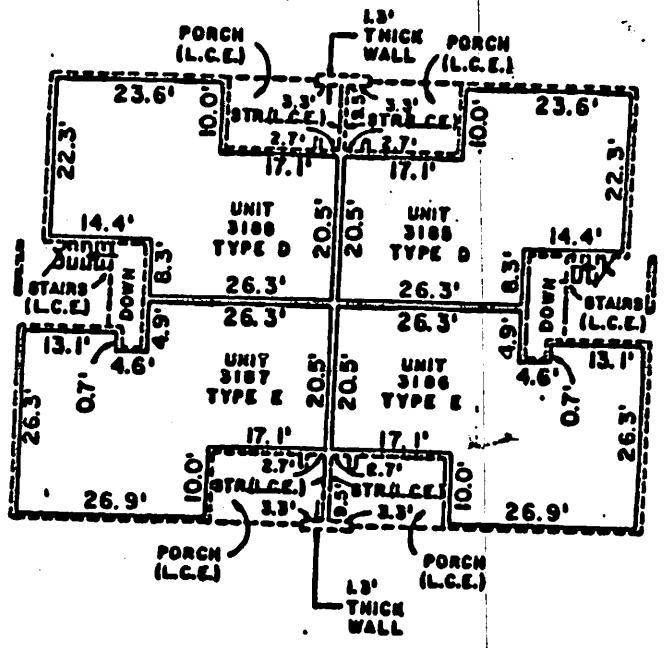
25 0 5 10 15 20 25

OFF REC 12493 PAGE 914



FIRST FLOOR

MINIMUM UPPER LIMITS OF UNIT 23.70 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 15.61 M.S.L. ELEV.



SECOND FLOOR

MINIMUM UPPER LIMITS OF UNIT 33.42 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 25.40 M.S.L. ELEV.

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

3.) ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

4.) THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

NOTES

1.) THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY MINTO BUILDERS (FLORIDA), INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.

2.) ALL WALLS ARE 0.65' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

4.) FOR FURTHER DATA REGARDING BOUNDARIES OF THIS UNIT REFER TO THE DECLARATION OF THIS CONDOMINIUM.

5.) DEFINITIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

4-19-85 "AS-BUILT" M.D.

LEGEND

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

C.C.L. CONSULTANTS, INC.

KARANDA VILLAGE V-"A"
A CONDOMINIUM
BUILDING 13

2257
4/18/84

EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF

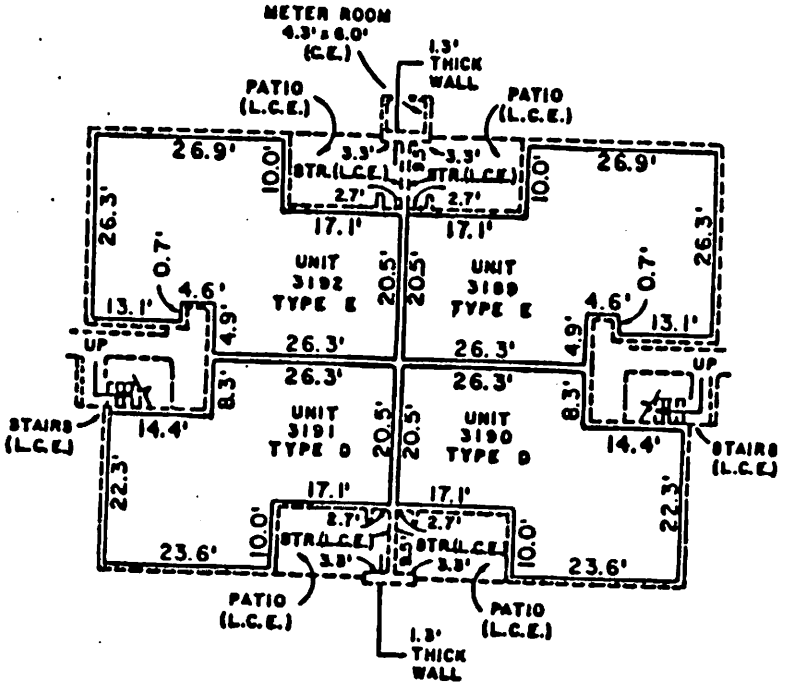
KARANDA VILLAGE V - "A", A CONDOMINIUM

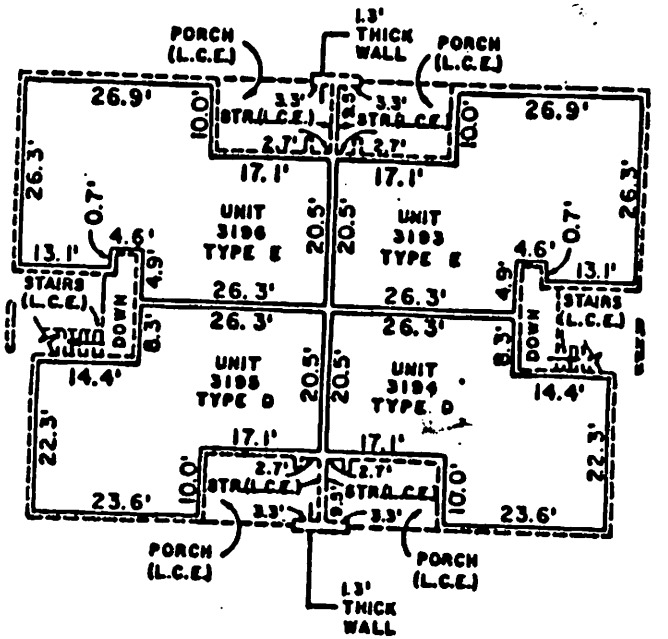
Page 5 of 5

BUILDING 14

25 0 5 10 15 20 25

OFF REC 12493 PAGE 915





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

FIRST FLOOR

MINIMUM UPPER LIMITS OF UNIT 23.80 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 15.73 M.S.L. ELEV.

SECOND FLOOR

MINIMUM UPPER LIMITS OF UNIT 33.29 M.S.L. ELEV.
MINIMUM LOWER LIMITS OF UNIT 25.29 M.S.L. ELEV.

DESCRIPTION OF COMMON ELEMENTS

1.) ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNITS, ARE PARTS OF THE COMMON ELEMENTS.

2.) ALL BEARING WALLS TO THE UNFINISHED SURFACE OF SAID WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

3.) ALL CONDUITS AND WIRES TO OUTLETS, ALL OTHER UTILITY LINES TO OUTLETS AND ALL WASTE PIPES, REGARDLESS OF LOCATION, CONSTITUTE PARTS OF THE COMMON ELEMENTS.

4.) THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING INGRESS AND EGRESS TO PUBLIC WAYS.

NOTES

1.) THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY MINTO BUILDERS (FLORIDA), INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY SUCH FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C.C.L. CONSULTANTS, INC.

2.) ALL WALLS ARE 0.65' THICK UNLESS OTHERWISE NOTED.

3.) ELEVATIONS (WHERE DESIGNATED) SHOWN IN FEET, ARE BASED ON MEAN SEA LEVEL DATUM.

4.) FOR FURTHER DATA REGARDING BOUNDARIES OF THIS UNIT REFER TO THE DECLARATION OF THIS CONDOMINIUM.

5.) DEFINITIONS SET FORTH IN THE DECLARATION ARE

LEGEND

(C.E.) INDICATES COMMON ELEMENTS
(L.C.E.) INDICATES LIMITED COMMON ELEMENTS
(STR.) INDICATES STAIRWAY
(BAL.) INDICATES BALCONY
(M.S.L. DATUM) INDICATES MEAN SEA LEVEL DATUM

C.C.L. CONSULTANTS, INC.

KARANDA VILLAGE V-"A" A CONDOMINIUM

225

EXHIBIT "2"

-to-

OFFERING CIRCULAR

RULES AND REGULATIONS

RULES AND REGULATIONS

-of-

KARANDA VILLAGE V CONDOMINIUM ASSOCIATION, INC.

In addition to the provisions of the Declaration of Condominium of KARANDA VILLAGE V - "A", A CONDOMINIUM (the "Declaration"), and the Articles of Incorporation and By-Laws of Karanda Village V Condominium Association, Inc., the following rules and regulations, together with such additional rules and regulations as may be adopted hereafter by the Board of Administration, shall govern the use of units and common elements and the conduct of all residents thereof whether the same are Unit Owners, approved lessees, or the guests of Unit Owners or lessees:

(1) In order to enhance the beauty of the buildings and for safety purposes, the sidewalks, entrances, passages, vestibules, stairways, corridors, halls, and all of the Common Elements, must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carts, carriages, chairs, tables, or any other similar objects be stored therein. Bicycles may be stored only in Units or in other specifically designated areas.

(2) Owners shall store personal property within their respective Units and designated storage areas.

(3) No garbage cans, supplies, milk bottles, or other articles shall be placed on balconies, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, be shaken or hung from any part of the Common Elements. To provide a healthy environment and in order to eliminate odors and vermin, all garbage must be placed in plastic bags and deposited with all refuse ONLY in the areas so designated. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material.

(4) So as to maintain the cleanliness of the Condominium Property, no Owner shall allow anything whatsoever to fall from the window, balcony, or doors of his Unit, nor shall he sweep or throw therefrom any dirt or other substances upon the grounds.

(5) No vehicles other than automobiles shall be permitted to park within the Condominium Property, except for the purposes of making deliveries or providing repair services to a Unit. For purposes of this rule, "automobile" does not include any type of van, camper, truck, etc. No vehicle which cannot operate on its own power shall remain within the Condominium Property for more than 24 hours. No vehicles shall be repaired within the Condominium Property, except in emergencies.

(6) In order that labor costs may be kept to a minimum, employees of the Association may not be sent out of the Condominium Property by any Owner at any time for any purpose. No Owner or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association.

(7). Servants and domestic help of the Owners may not gather or lounge in the Common Elements.

(8) In order that all Owners may have the quiet enjoyment of their property, no Owner shall make or permit any disturbing noises on the Condominium Property by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Owners. No Owner shall unreasonably play or suffer to be played upon any musical instrument or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in his Unit in such a manner as to disturb or annoy other Owners. No Owner shall conduct or permit to be conducted, vocal or instrumental instruction at any time.

(9) No radio or television installation may be permitted in a Unit which interferes with the television or radio reception of another Unit. No antenna or aerial may be erected or installed on the roof or exterior walls of the Condominium Building without the written consent of the Board of Directors of the Association, except that this prohibition shall not be applicable to television or radio installations permitted or contemplated by the Declaration.

(10) In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Condominium Property without the written consent of the Board.

(11) In order to protect the Condominium Property, each Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by:

(a) Removing all furniture, plants and other objects from his porch, terrace, or balcony, where applicable; and

(b) Designating a reponsible firm or individual to care for his Unit should same suffer hurricane damage, and furnishing the Board with the name of such firm or individual. Such firm or individual shall contact the Board for clearance to install or remove hurricane shutters, and such party shall be subject to the approval of the Board.

(12) In order that the buildings may maintain an attractive and uniform appearance, no Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior

walls, doors, balconies, windows or roof, nor shall an Owner place anything other than porch furniture or plants on the porch or balcony except with the prior written consent of the Board, and further, when approved, subject to the Rules and Regulations adopted by the Board.

(13) No fences may be erected upon the Condominium Property.

(14) Pets belonging to Unit Owners who have signed a pet permission agreement and which have been approved by the Association will be allowed within the Condominium Property subject to the following restrictions:

(a) No animal other than household, domestic animals (dogs, cats, small birds) shall be permitted upon the Condominium Property at any time.

(b) No animal may be kept, bred or maintained for any commercial purpose.

(c) No animal weighing in excess of twenty (20) pounds may be brought or kept upon the Condominium Property.

(d) Each animal brought or kept upon the Condominium Property shall be at all times under the control of its Owner.

(e) Each Owner shall promptly remove and properly dispose of all waste matter deposited by his animal upon the Condominium Property.

(f) No animal shall be allowed to constitute a nuisance.

(g) No pet which dies or is disposed of may be replaced. It is the intent of this rule that there be no pets permitted on the Condominium Property which were not initially approved by the Developer.

(15) In case of any emergency originating in, or threatening any Unit, the Board or any other person authorized by it shall have the immediate right to enter such Unit for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Owner of such Unit is present at the time of such emergency. To facilitate entry in the event of any such emergency, the Board shall have a master key to fit the door locks to all Units. If an Owner wants a second lock installed as additional security, said Owner shall deposit with the Board a duplicate key for the second lock.

(16) No one other than persons authorized by the Board shall be permitted at any time on the roof of the Condominium Building.

(17) There shall be no solicitation by any person anywhere in the buildings for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board.

(18) No fires, cooking devices or other devices which emit smoke or dust, other than any which may be installed by the Developer, shall be allowed on any balcony.

(19) Unless expressly permitted in writing by the Association, the installation of any floor covering, other than padded carpeting is prohibited. In any event, Unit Owners shall have the duty of causing there to be placed between any such covering and the floor of the unit generally accepted and approved material for diminution of noise and sound so that the floors shall be adequately soundproofed according to general architectural and engineering standards observed in the community.

(20) In addition to the various lake restrictions set forth in the Declaration of Class "B" Residential Covenants, Conditions and Restrictions of The Township, swimming in lakes is prohibited.

EXHIBIT "3"

-to-

OFFERING CIRCULAR

ESTIMATED OPERATING BUDGET (INCLUDING SCHEDULE OF UNIT OWNER EXPENSES) FOR CONDOMINIUM ASSOCIATION

KARANDA VILLAGE V CONDOMINIUM ASSOCIATION. INC.
APPROVED BUDGET 1990 - CONSOLIDATED
JANUARY 1, 1990 - DECEMBER 31, 1990

	APPROVED BUDGET 1990 CONS. MONTHLY	APPROVED BUDGET 1990 CONS. ANNUAL
REVENUES:		
Maintenance Fees	$22,873	$274,480
Interest Income	50	600
Total Revenues	$22,923	$275,080
EXPENSES:		
INSURANCE:		
Insurance	$2,000	24,000
ADMINISTRATIVE:		
Fees to Bureau	19	228
Professional Management	1,512	18,144
Core Expenses	9,261	111,136
:LITIES:		
Electricity	1,200	14,400
Water & Sewer	3,900	46,800
PROPERTY MAINTENANCE:		
Trash	2,867	34,404
Repairs & Maint.	300	3,600
TOTAL EXP. BEFORE RES.	21,059	252,712
RESERVES:		
Roof	$864	$10,368
Painting	1,000	12,000
Total Reserves	$1,864	$22,368
Total Exp. After Res.	$22,923	$275,080
SURPLUS	$0	$0

KARANDA VILLAGE V CONDOMINIUM ASSOCIATION, INC.
APPROVED BUDGET 1990 - CORE (COMMON AREA)
JANUARY 1, 1990 - DECEMBER 31, 1990

	APPROVED BUDGET 1990 CORE MONTHLY	APPROVED BUDGET 1990 CORE ANNUAL
EXPENSES:		
ADMINISTRATIVE:		
Accounting	$133	$1,600
Legal	200	2,400
Licenses & Fees	15	180
Administrative	100	1,200
UTILITIES:		
Electricity	500	6,000
Water & Sewer	75	900
Gas	450	5,400
Telephone	30	360
PROPERTY MAINTENANCE:		
Lawn Maintenance	2,650	31,800
Pest Control	900	10,800
Tree Trimming	400	4,800
Lake Maintenance	100	1,200
Improvements	200	2,400
RECREATION FACILITY:		
Personnel	1,820	21,840
Rec. Area & Pool Rep.	200	2,400
Supplies	150	1,800
Pool Maint.	290	3,480
TOTAL EXP. BEFORE RES.	$8,213	$98,560
RESERVES:		
Resurfacing	$400	$4,800
Other	648	7,776
Total Reserves	$1,048	$12,576
Total Exp. After Res.	$9,261	$111,136
	CONDO A	$41,165
	CONDO B	$41,165
	CONDO C	$28,806
		$111,136

KARANDA VILLAGE V CONDOMINIUM ASSOCIATION, INC.
APPROVED BUDGET 1990 - CONDOMINIUM A
JANUARY 1, 1990 - DECEMBER 31, 1990

	APPROVED BUDGET 1990 A 80 UNITS MONTHLY	APPROVED BUDGET 1990 A 80 UNITS ANNUAL
REVENUES:		
Maintenance Fees	$8,472	$101,668
Interest Income	19	222
Total Revenues	$8,491	$101,890
EXPENSES:		
INSURANCE:		
Insurance	$741	$8,890
ADMINISTRATIVE:		
Fees to Bureau	7	84
Professional Management	560	6,721
Core Expenses	3,430	41,165
UTILITIES:		
Electricity	445	5,334
Water & Sewer	1,445	17,335
PROPERTY MAINTENANCE:		
Trash	1,062	12,743
Repairs & Maint.	111	1,333
TOTAL EXP. BEFORE RES.	$7,800	$93,605
RESERVES:		
Roof	$320	$3,840
Painting	370	4,445
Total Reserves	$690	$8,285
Total Exp. After Res.	$8,491	$101,890
SURPLUS	($0)	$0
$/QTR. AFTER RESERVES		$318.00

KARANDA VILLAGE V CONDOMINIUM ASSOCIATION, INC.
APPROVED BUDGET 1990 - CONDOMINIUM B
JANUARY 1, 1990 - DECEMBER 31, 1990

	APPROVED BUDGET 1990 B 80 UNITS MONTHLY	APPROVED BUDGET 1990 B 80 UNITS ANNUAL
REVENUES:		
Maintenance Fees	$8,472	$101,668
Interest Income	19	222
Total Revenues	$8,491	$101,890
EXPENSES:		
INSURANCE:		
Insurance	$741	$8,890
ADMINISTRATIVE:		
Fees to Bureau	7	84
Professional Management	560	6,721
Core Expenses	3,430	41,165
UTILITIES:		
Electricity	445	5,334
Water & Sewer	1,445	17,335
PROPERTY MAINTENANCE:		
Trash	1,062	12,743
Repairs & Maint.	111	1,333
TOTAL EXP. BEFORE RES.	$7,800	$93,605
RESERVES:		
Roof	$320	$3,840
Painting	370	4,445
Total Reserves	$690	$8,285
Total Exp. After Res.	$8,491	$101,890
SURPLUS	($0)	$0
$/QTR. AFTER RESERVES		$318.00

KARANDA VILLAGE V CONDOMINIUM ASSOCIATION, INC.
APPROVED BUDGET 1990 - CONDOMINIUM C
JANUARY 1, 1990 - DECEMBER 31, 1990

	APPROVED BUDGET 1990 C 56 UNITS MONTHLY	APPROVED BUDGET 1990 C 56 UNITS ANNUAL
REVENUES:		
Maintenance Fees	$5.929	$71.145
Interest Income	13	156
Total Revenues	$5.942	$71.301
EXPENSES:		
INSURANCE:		
Insurance	$518	$6.220
ADMINISTRATIVE:		
Fees to Bureau	5	60
Professional Management	392	4,703
Core Expenses	2.401	28.806
UTILITIES:		
Electricity	311	3,732
Water & Sewer	1.011	12,130
PROPERTY MAINTENANCE:		
Trash	743	8.918
Repairs & Maint.	78	934
TOTAL EXP. BEFORE RES.	$5,459	$65.503
RESERVES:		
Roof	$224	$2,688
Painting	259	3,110
Total Reserves	$483	$5,798
Total Exp. After Res.	$5,942	$71,301
SURPLUS	$0	$0
$/QTR. AFTER RESERVES		$318.00

KARANDA VILLAGE V "A" CONDOMINIUM ASSOCIATION, INC.

BUDGET

JANUARY 1, 1989 - DECEMBER 31, 1989

	AVERAGE MONTHLY	YEAR
EXPENSES:		
ADMINISTRATIVE EXPENSES		
Management Fees	$ 560.00	$ 6,720.00
Office Expense & Postage	9.26	111.11
Bank Charges	7.41	88.89
Legal Fees	64.82	777.78
Audit Fees	64.82	777.78
Sub-Total Admin. Expenses	$ 706.31	$ 8,475.56
OPERATING EXPENSES		
Janitorial Services	518.52	6,222.22
Janitorial Supplies	7.41	88.89
Interior Exterminating Contr.	222.22	2,666.66
Electric Expenses	629.63	7,555.55
Scavenger Expenses	925.93	11,111.11
Natural Gas Expense	174.07	2,088.89
Water Expense	1,370.37	16,444.45
Sub-Total Operating Expense	3,848.15	46,177.77
MAINTENANCE & REPAIRS		
Lawn Care Contract	1,043.70	12,524.45
Exterior Grounds Supplies (Fertilizer, Weed Control)	111.11	1,333.34
Painting Supplies	5.55	66.66
Sprinkler Maintenance	116.66	1,400.00
Pool Maintenance Contract	140.00	1,680.00
Maintenance & Pool Supplies	40.00	480.00
Lake Maintenance	34.07	408.89
Sub-Total Maint. & Repairs	1,491.09	17,893.34

TAXES & INSURANCE		
Misc. Taxes & Licenses & Permits	5.55	66.66
Corp. Tax	30.74	368.89
Property & Liability Insurance	740.74	8,888.89
Sub-Total Taxes & Insurance	777.03	9,324.44
GRAND TOTAL EXPENSES	$ 6,822.58	$81,871.11
** CASH FLOW **		
RESERVE FUNDING - 1989		
Roof & Flashing Reserve	336.96	4,043.52
Ext. Painting Reserve	390.00	4,680.00
Asphalt Resealing Reserve	156.00	1,872.00
Deferred Maintenance Reserve	252.72	3,032.64
Sub-Total Reserves	$ 1,135.68	$13,628.16
TOTAL BUDGET	$ 7,958.26	$95,499.27

ASSESSMENTS FOR EACH UNIT

80 X 1,023.39 = $81,871.11 + 13,628.16 = 95,499.27 per year.
$99.48 per unit/per month = $298.44 per quarter.

ITEM	USEFUL LIFE	AMOUNT FUNDED	CURRENT ANNUAL REQUIREMENT	YEARS TO GO
Roofing & Flashing	18 years	$12,105.44	$4,043.52	14
Exterior Painting	9 years	18,476.63	4,680.00	5
Asphalt Resealing	4 years	1,402.77	1,872.00	4
Deferred Maint.	0 years	2,482.18	3,032.64	0

EXHIBIT "4"

-to-

OFFERING CIRCULAR

ESTIMATED OPERATING BUDGET (INCLUDING SCHEDULE OF UNIT OWNER EXPENSES) FOR MASTER ASSOCIATION

The Township Community Master Association, Inc.
Comparison of 1989 Budget, Projection, and

1990 OPERATING BUDGET

	1989 Budget (5030 Units)	Projection through 12/31/89	1990 Budget	Per Unit Per Month (5027 Units)	
ANNUAL INCOME					
Assessments:					
Homeowners	$1,267,560	$1,265,095	$1,387,452	$23.00	(1)
Developer - Undivided Lands	3,200	3,200	2,070	0.04	(2)
Prior Year's Deficit/Surplus	-30,248	-0-	118	0.00	
Interest	12,000	10,470	11,000	0.18	
TOTAL ANNUAL INCOME	$1,252,512	$1,278,765	$1,400,640	$23.22	
ANNUAL EXPENSES					
Administration & Salaries:					
Wages, Taxes & Employee Benefits	$335,350	$307,300	$426,394	$7.07	(3)
Printing & Mailing	53,000	59,027	63,000	1.05	
Auto Expense (Gas, Oil, Lease Pymts.)	0	0	5,900	0.10	
Supplies	16,800	16,964	18,000	0.30	(4)
Telephone	6,720	6,164	6,920	0.11	(5)
Miscellaneous	8,950	8,796	10,400	0.17	(6)
	$420,860	$398,251	$530,614	$8.80	
Landscape/Irrigation Maintenance:					
Landscape Costs	$295,500	$299,635	$303,000	$5.02	(7)
Less Reimbursements:					
City of Coconut Creek	-14,952	-14,952	-14,952	-0.25	(8)
Irrigation Maintenance	74,895	64,978	39,000	0.65	
Less Reimbursement:					
City of Coconut Creek	-1,200	-1,200	-1,200	-0.02	(8)
	$354,243	$348,461	$325,848	$5.40	
Maintenance					
Repairs & Maintenance	$ 39,500	$ 35,916	$ 39,000	$0.65	(9)
Janitorial	42,000	40,147	41,973	0.70	(10)
Pool	22,000	27,709	30,000	0.50	
Pest & Aquatic Weed Control	6,360	7,845	8,060	0.13	(11)
	$109,860	$111,617	$119,033	$1.98	
Utilities					
Electric	$132,500	$133,125	$135,400	$2.24	(12)
Water & Sewer	6,480	6,381	6,600	0.11	(13)
Trash Service	3,600	2,304	2,700	0.04	
	$142,580	$141,810	$144,700	$2.39	
Professional & Management:					
Management Fee	$ 66,900	$ 66,900	$ 63,850	$1.06	
Legal	35,000	35,708	30,000	0.50	
Audit	15,500	15,500	20,000	0.33	
	$ 117,400	$ 118,108	$ 113,850	$1.89	
Insurance	$ 48,000	$ 53,387	$ 54,000	$0.90	(14)
Entertainment & Activities:					
Expenses	$ 90,680	$ 97,053	$120,100	$1.99	(15)
Less: Fees	-93,755	-77,835	-105,400	-1.75	(15)
Subsidy	$ -3,075	$ 19,218	$ 14,700	$0.24	
Taxes:					
Property	$ 900	$ 900	$ 1,000	$0.02	
Income	-0-	26	-0-	0.00	
	$ 900	$ 926	$ 1,000	$0.02	

	1989 Budget (5030 Units)	Projection through 12/31/89	1990 Budget	Per Unit Per Month (5027 Units)	
Security Services	$ 600	$ 725	$ 900	$ 0.01	
Capital Asset Acquisition Fund	$ 22,672	$ 22,672	$ 31,733	$ 0.53	(16)
Reserves:					
Capital Expenditures:					
Vehicle	$ -0-	$ -0-	$ 2,333	$ 0.04	
Furniture & Equipment	14,860	14,860	12,603	$ 0.21	
Roof Replacement	4,090	4,090	4,240	0.07	
Mechanical Equipment	3,067	3,067	3,631	0.06	
	$ 22,017	$ 22,017	$ 22,807	$ 0.38	(16)
Deferred Maintenance:					
Irrigation System	$ 8,000	$ 8,000	$ 8,000	$ 0.13	
Painting	4,216	4,216	4,216	0.07	
Pool Marcite	3,000	3,000	3,000	0.05	
Pavement Resealing	1,239	1,239	1,239	0.02	
	$ 16,455	$ 16,455	$ 16,455	$ 0.27	(16)
Reserves - Transition	$ -0-	$ 25,000	$ 25,000	$ 0.41	(17)
TOTAL ANNUAL EXPENSES	$1,252,512	$1,278,647	$1,400,640	$23.22	
NET SURPLUS (DEFICIT)	-0-	$ 118	-0-	0.00	

ASSESSMENTS PER UNIT:

	1989	1990
Monthly	$ 21.00	$ 23.00
Quarterly	$ 63.00	$ 69.00
Annually	$252.00	$276.00

The Township Community Master Association, Inc.
Estimated Operating Budget Footnotes

These notes are an integral part of the budget.

1. **The homeowners assessments consist of the following:**

	1989	1990
Annual Assessment	$ 252.00	$ 276.00
Average Number of Units	x 5,030	x 5,027
Total Annual Assessment	$ 1,267,560	$ 1,387,452

2. **The Developer contributes $100 per acre annually, on a pro rata basis, on the undeveloped lands. As of January 1, 1990, 20.7 acres remain for future development.**

3. **Wages, Taxes, and Employee Benefits Breakdown:**

	1989 Budget (5030 Units)	Projection through 12/31/89	1990 Budget	Per Unit Per Month (5027 Units)
Wages - Recreation Center	$ 77,000	$ 69,858	$ 99,811	$1.65
Wages - Aquatic Center	85,000	80,244	92,699	1.54
Wages - Administration	70,500	69,503	74,080	1.23
Wages - Sports Center	41,000	47,348	53,676	0.89
Wages - Maintenance	-0-	-0-	46,984	0.78
P/R Taxes - Recreation Center	7,300	6,669	9,743	0.16
P/R Taxes - Aquatic Center	8,100	6,793	8,562	0.14
P/R Taxes - Administration	5,450	5,590	5,816	0.10
P/R Taxes - Sports Center	3,900	3,990	5,135	0.09
P/R Taxes - Maintenance	-0-	-0-	3,888	0.06
Employee Benefits	37,100	17,305	26,000	0.43
	$335,350	$307,300	$426,394	$7.07

4. **Supplies Expense Breakdown:**

Supplies - Recreation Center	$ 7,800	$12,545	$11,000	$0.18
Supplies - Aquatic Center	2,400	2,345	2,400	0.04
Supplies - Sports Center	5,400	1,004	3,400	0.06
Supplies - Performance Center	1,200	1,070	1,200	0.02
	$16,800	$16,964	$18,000	$0.30

5. **Telephone Expense Breakdown:**

Telephone - Recreation Center	$3,420	$3,053	$3,680	$0.06
Telephone - Aquatic Center	700	637	600	0.01
Telephone - Sports Center	600	587	600	0.01
Telephone - Performance Center	2,000	1,887	2,040	0.03
	$6,720	$6,164	$6,920	$0.11

6. **Miscellaneous Breakdown:**

Miscellaneous	$8,990	$7,470	$ 9,100	$0.15
Bank Charges	-0-	1,326	1,300	0.02
	$8,990	$8,796	$10,400	0.17

	1989 Budget (5030 Units)	Projection through 12/31/89	1990 Budget	Per Unit Per Month (5027 Units)
7. Landscape Maintenance Breakdown				
Cutting & Fertilization Grass Areas	$205,500	$212,428	$219,500	$3.64
Trimming & Pruning Trees/Bushes	55,000	49,879	55,000	.91
Root Pruning	10,000	-0-	2,000	.03
Replacement of Trees & Flowers	20,000	26,328	21,000	.35
Miscellaneous Repairs/Damge to Sod	5,000	11,000	5,500	.09
	$295,500	$299,635	$303,000	$5.02

8. The Association is reimbursed by the City of Coconut Creek for a portion of the landscape and irrigation maintenance of the median strips throughout The Township.

9. Repairs and Maintenance				
Fountain Maintenance	$ 1,845	$ 1,065	$ 1,550	$0.03
L.P. Gas - Library Fireplace	100	49	100	0.00
Repairs and Maintenance	34,200	33,137	35,730	0.59
Plant Maintenance	3,355	1,665	1,620	0.03
	$39,500	$35,916	$39,000	$0.65
10. Janitorial				
Janitorial - Recreation Center	$18,860	$18,678	$19,243	$0.32
Janitorial - Aquatic Center	10,970	12,068	12,808	0.21
Janitorial - Sports Center	2,770	1,643	1,653	0.03
Janitorial - Performance Center	9,400	7,758	8,269	0.14
	$42,000	$40,147	$41,973	$0.70
11. Pest and Aquatic Weed Control				
Lake Maintenance	$6,360	$6,120	$6,380	$0.10
Pest Control - Recreation Center	-0-	1,725	1,680	0.03
	$6,360	$7,845	$8,060	$0.13
12. Electric				
Electric - Recreation Center	$ 45,000	$ 45,283	$ 45,600	$0.75
Electric - Aquatic Center	45,000	36,485	38,100	0.63
Electric - Sports Center	1,500	1,036	1,100	0.02
Electric - Irrigation Pumps	25,000	35,411	35,500	0.59
Electric - Performance Center	16,000	14,910	15,100	0.25
	$132,500	$133,125	$135,400	$2.24
13. Water and Sewer				
Water and Sewer - Recreation Center	$1,750	$1,719	$1,750	$0.03
Water and Sewer - Aquatic Center	3,650	3,622	3,700	0.06
Water and Sewer - Sports Center	550	532	600	0.01
Water and Sewer - Performance Center	530	508	550	0.01
	$6,480	6,381	$6,600	0.11

14. The estimated 1990 premiums are for the following insurance premiums:

		1989 Budget	1989 Projected	1990
A.	General Liability & Property Includes: Crime, Boiler and Machinery, Directors & Officers	$9,282	$16,543	$21,446
B.	Worker's Compensation	6,400	10,282	9,649
C.	Umbrella Liability	31,569	24,360	19,705
D.	Property: Sports Center Paved Surfaces	749	702	-0-
E.	Business Automobile	1,500	1,500	3,200

15. Entertainment & Activities	1989 Budget (5030 Units)	Projection through 12/31/89	1990 Proposed Budget	Per Unit Per Month (5027 Units)
Expenses:				
Shows	$51,270	$55,150	$65,850	$1.09
Classes	29,000	30,604	44,000	0.73
Special Events	8,320	8,764	10,000	0.17
Party Room Rental	-0-	-0-	-0-	0.00
Movies	2,040	2,460	-0-	0.00
Bingo	50	-0-	250	0.00
Pool Cards	-0-	75	-0-	0.00
	$90,680	$97,053	$120,100	$1.99
Fees - Income:				
Shows	$50,755	$42,427	$60,400	$1.00
Classes	34,000	31,969	44,000	0.73
Party Room Rental	-0-	100	-0-	0.00
Movies	-0-	-0-	-0-	0.00
Pool Cards	7,000	3,075	1,000	0.02
Miscellaneous	2,000	264	-0-	0.00
	$93,755	$77,835	$105,400	$1.75

16. Below is the schedule of projected reserve fund balances at December 31, 1989, and December 31, 1990:

	RESERVES FOR CAPITAL ASSET ACQUISITIONS	RESERVES FOR CAPITAL EXPENDITURES	RESERVES FOR DEFFERED MAINTENANCE	TOTAL
Balance 1/1/88	$70,432	$53,196	$48,697	$172,325
Assessed Contributions - 1988	22,672	22,017	16,455	61,144
Interest Earned - Actual	4,254	3,592	2,988	10,834
Expenditures	- 52,993	-0-	- 4,159	- 57,152
Actual Balance 12/31/88	44,365	78,805	63,981	187,151
Assessed Contributions - 1989	22,672	22,017	16,455	61,144
Other Contributions - 1989	5,800	-0-	-0-	5,800
Interest Earned - Estimated 1989	3,200	5,188	3,943	12,331
Expenditures	-40,163	-0-	- 3,500	- 43,663
Projected Balance - 12/31/89	35,874	106,010	80,879	222,763
Contributions - 1990	31,733	22,807	16,455	70,995
Projected Balance - 12/31/90 Before Expenditures	$67,607	$128,817	$97,334	$293,758

Reserve Expenditures in 1989 included the following:

CAPITAL ASSET ACQUISITION FUND	AMOUNT
Postage Machine - Final Payment	$ 1,285
Canon Copier - Final Payment	1,714
Chairs - Sports Center	1,796
Projector	370
TV and VCR	509
Spotlight - Performance Center	622
Incline Bench	327
Alarm System - Management Office	1,463
Foosball Machine	275
Computer/Table/Monitor	14,498
Township Sign Program	9,504
Maintenance Vehicle	7,800
TOTAL - CAPITAL ASSET ACQUISITION FUND	$40,163

Deferred Maintenance Fund:

Drilling Irrigation Well	$3,500

17 The TCMA Board of Directors adopted a Resolution on October 3, 1989 to appoint unit owners to a formal "Transition Committee". This Committee is empowered to negotiate with the Developer to complete the turnover of the Association. An estimated budget of $50,000 was provided.

PER UNIT COMPARISON OF 1989 VS. 1990 BUDGET

INCOME:	1989	1990	INCREASE <DECREASE>
Assessments -			
Homeowner	$21.00	$23.00	$2.00
Developer	.05	.04	<.01>
Prior Year's Surplus/Deficit	<.50>	.00	.50
Interest Income	.20	.18	<.02>
Total Annual Income	$20.75	$23.22	$2.47
EXPENSES:			
Administrative & Salaries	$ 6.77	$ 8.80	$ 2.03
Landscape/Irrigation Maintenance	5.87	5.40	<.47>
Maintenance	1.82	1.98	.16
Utilities	2.36	2.39	.03
Professional & Mangement	1.94	1.89	<.05>
Insurance	.80	.90	.10
Entertainment & Activities	.15	.24	.09
Taxes	.01	.02	.01
Security	.01	.01	.00
Capital Asset Acquisitions Fund	.38	.53	.15
Reserves -			
Capital Improvements	.37	.38	.01
Deferred Maintenance	.27	.27	.00
Transition	.00	.41	.41
TOTAL ANNUAL EXPENSES	$20.75	$23.22	$2.47

HISTORICAL COMPARISON OF ANNUAL ASSESSMENTS:

1990 (Proposed)	$23.00
1989	21.00
1988	17.50
1987	19.75
1986	15.75
1985	21.25
1984	18.50
1983	15.00
1982	10.00
1981	10.00

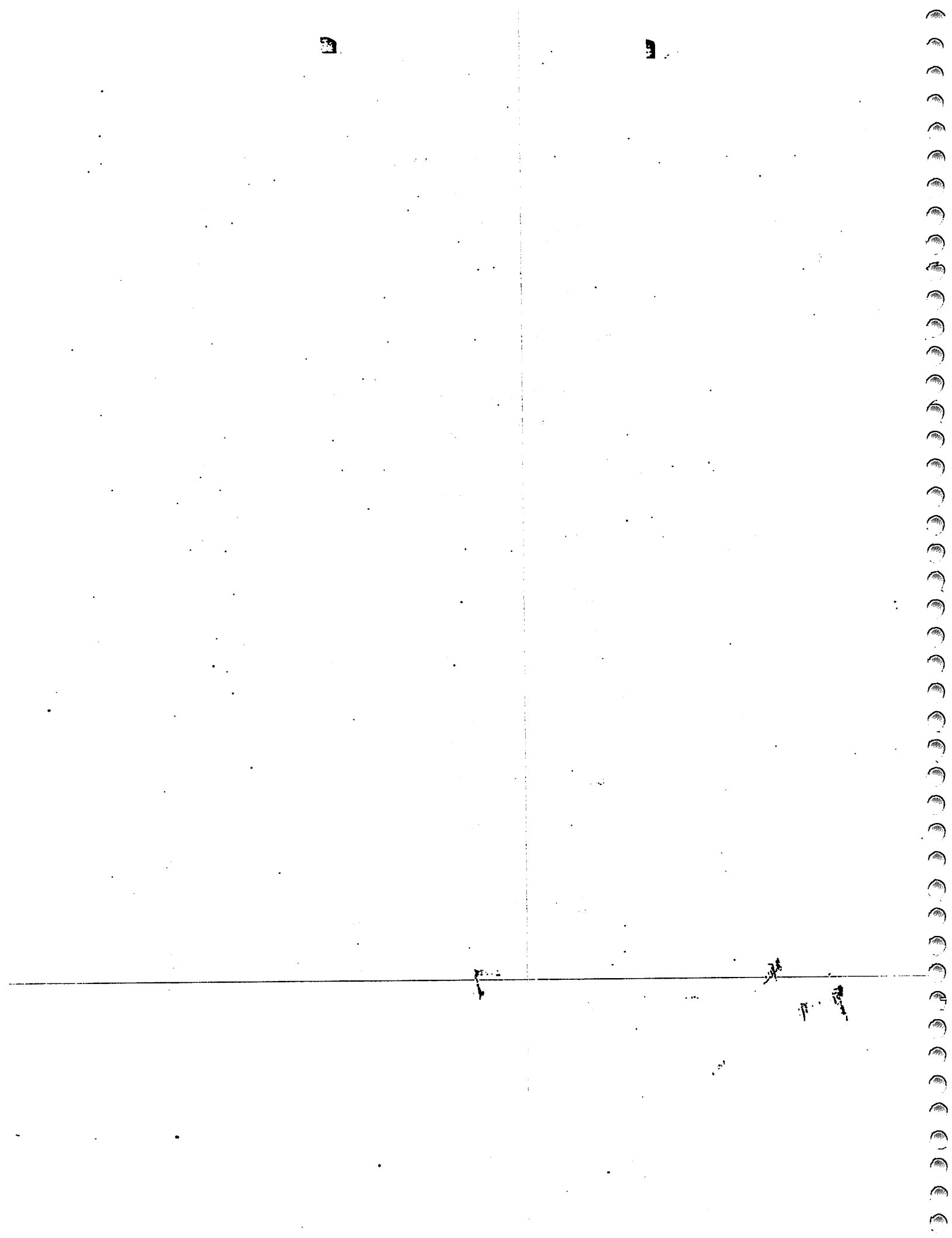


EXHIBIT "5"

-to-

OFFERING CIRCULAR

FORM OF CONDOMINIUM PURCHASE AGREEMENT

Condominium
Purchase Agreement

In this Agreement the words "I", "me", "my", and "mine" mean the purchaser(s) listed below who have signed this Agreement. The words "you" and "your" mean Minto Builders (Florida), Inc., a Florida corporation. "We" and "our" mean all parties to this Agreement.

_____
Purchaser(s)

_____

_____
Street Address

_____
City State Zip

_____
Home Telephone Office Telephone

_____
Date of this Agreement SS#

This Agreement contains our respective legal rights and obligations concerning the sale by you and purchase by me of the condominium unit identified below. I understand that this Agreement is intended to be legally enforceable and binding upon each of us.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

1. Purchase and Sale

I agree to buy and you agree to sell to me (on terms contained below) Unit No. _____, Building No. _____, Model Type _____, Address: _____

_____

_____

of the Condominium known as _____, A Condominium (the "Condominium"), according to the Declaration of Condominium thereof, and amendments thereto (collectively the "Declaration"), as recorded in the _____ County Public Records, in the residential development known as _____ (the "Project"), in _____ County, Florida, (including the appliances, carpeting, light fixtures and window coverings now in my unit). My unit has been previously occupied. My unit and the Condominium are described in greater detail in the Declaration establishing the Condominium. A copy of the Declaration is included in the Offering Circular and attached exhibits (the "Condominium Documents") I have received.

The total purchase price for my unit, exclusive of any closing costs as described in paragraph 9 will be $_____.

I agree to make the following payments:

Payment	Due Date	Amount
Initial Deposit	_____	$_____
Additional Deposit	_____	$_____
	_____	$_____
Balance Due at closing of title ("Closing") subject to prorations and adjustments set forth in this Agreement.		$_____
	TOTAL	$_____

Deposits may be made in cash or by check subject to collection. The balance payable at Closing must be paid by local cashier's check or by wire transfer of U.S. funds to an account designated by you.

2. Completion Date

My unit is substantially complete.

3. Use of My Advances

I acknowledge that you are not required to hold my deposit in escrow because the construction, furnishing and landscaping of the Condominium is substantially complete. However, you agreed to escrow my deposit with _____
_____

(the "Escrow Agent"). You may utilize my escrow deposit because you have provided alternative assurance, in the form of an irrevocable letter of credit, satisfactory to the Director of the Division of Florida Land Sales, Condominiums and Mobile Homes.

Any and all interest earned on escrowed funds or other deposits under this Agreement shall be paid to you and shall be deemed your sole property, except if the deposit is refunded to me I shall also receive from you interest earned on the deposit.

I shall be entitled to a receipt for my deposit from the Escrow Agent upon request.

4. Financing

At Closing you may use my purchase money to release my unit from any mortgage. Because of this, my rights under this Agreement will be subordinate to those of anyone holding a mortgage, including any amendments, modifications, renewals, consolidations and extensions of the mortgage made prior to or after the date of this Agreement.

5. Condominium Construction Specifications

I acknowledge that I have had a reasonable opportunity to inspect my unit. I agree to accept my unit (including all equipment, appliances, etc.) in the condition in which they presently exist.

I understand and agree that, unless I am currently a tenant, I

am not permitted to enter my unit, except for models and sales offices, until I have closed, and I will indemnify and hold you harmless from any injury I may sustain by entering my unit.

I acknowledge that all extras, changes, optional items, materials, equipment and fixtures are not offered separately from the real estate being conveyed hereunder, and that no part of this Agreement is intended as or shall be deemed to be a consumer transaction.

6. Damage Before Closing

If my unit is damaged by fire or other casualty after this Agreement takes effect but before Closing, you will have the option of repairing the damage or cancelling this Agreement.

If you decide to repair the damage, you will have a reasonable time to complete repairs. The work will be judged by the same standards used to evaluate new construction. I will have no right to any reduction in the purchase price nor any claim against you and I agree to accept title on the scheduled closing date providing the repairs are finished by the closing date. Any money you receive in settlement of the damage (insurance, etc.) will belong to you. If I receive any money in connection with the damage, I will turn it over to you.

If you or the Condominium Association decide not to repair the damage, this Agreement will be cancelled. In that case you agree to refund all my deposits, provided I am not in default. This will end any rights or responsibilities we have to each other.

7. Closing Date

I will receive at least 7 days' prior notice of the Closing date, time and place. The Closing date will be chosen by you and shall be not less than 30 days or more than 6 months from the date hereof.

You are authorized to postpone the Closing if any problems arise. But if you do, you must give me at least seven (7) days notice of the new date. I understand that time is of the essence under this Agreement.

If I fail to close in accordance with this Agreement you may elect to hold me in default or reschedule the Closing, in which event I shall pay you interest at the highest rate allowed by law on the full purchase price calculated from the originally scheduled Closing date to the date on which I actually close.

8. Closing of Title

Title to my unit, which will be conveyed by Special Warranty Deed (the "Deed"), will be good, marketable, and insurable subject to the following permitted limitations (the "Permitted Exceptions"):

a. Liability for all taxes and assessments on my unit for the year I receive title and for all subsequent years.

b. Any restrictions, covenants, conditions, limitations or easements recorded in the public records. For example, property use limitations, maintenance assessments or rights-of-way for utilities or other services.

c. Zoning or other restrictions or prohibitions imposed by governmental authority.

d. The restrictions, covenants, conditions, terms and other provisions imposed by the recorded Declaration and Exhibits.

e. The restrictions, covenants, conditions, easements, terms and other provisions imposed by the Declaration of Covenants, Restrictions and Easements for the Project and amendments thereto, and related documents recorded in the Public Records of the county in which the Condominium is located.

f. The general exceptions contained in the American Land Title Association, ALTA Form "B" Owner's Title Insurance Policy forms in the county in which the Condominium is located.

g. Liens for public improvements.

h. Any mortgage executed or assumed by me that encumbers my unit.

i. The terms and provisions of a lease, if any, for my unit, if Closing occurs prior to the termination of the lease.

I understand that no limitation on my title can prohibit the use of my unit as a residence.

If you cannot provide title as described above, you will have a reasonable time (at least sixty [60] days) to correct any defects in title. But you are not obligated to do so. If you cannot or will not correct the title defects, I have two options:

(i) I may accept the title in the condition you offer it (with defects) and pay the full purchase price for my unit. If I elect this option, I will not make, and will not have, any claims against you because of the defects.

(ii) I may cancel this Agreement and receive a full refund of all my deposits. If my deposits are refunded, I agree to accept them as full payment of your liability to me. I will not make, and will not have any, additional claims against you.

Notwithstanding anything herein to the contrary, title to the unit shall conclusively be deemed good and marketable if you are able to deliver ALTA Form "B" Owner's Title Insurance Policy with respect to the unit subject to the Permitted Exceptions.

9. Closing Costs

I understand that in addition to the purchase price of my unit and the costs associated with my mortgage, I must pay certain other fees and "closing costs" when I accept ownership at the Closing. Those extra charges include:

a. The cost of recording the Deed to me, recording any mortgage releases, documentary

stamps and other surcharges and taxes on the Deed.

b. All additional costs due to or arising out of changes imposed by any governmental authority.

c. Utility deposits or other charges advanced by you on my behalf.

d. The cost of any obligations I have incurred not provided for in this Agreement.

e. Pending liens for any public improvements.

f. Initial working capital contribution to the Condominium Association as provided for in the Offering Circular.

g. The cost of an Owner's Title Insurance Policy, unless I advise you that I do not wish to purchase same, in which event I shall pay your attorney's fees incurred in connection with Closing.

Expenses of my unit (for example, taxes and assessments, condominium and master association maintenance charges), will be prorated between us at Closing.

10. Other Duties

Unless I am presently a tenant in my unit, I shall have no right to take possession of my unit until I have paid the balance of the purchase price and other expenses stated in this Agreement, have signed all papers necessary to close title and, if applicable, to close my mortgage loan.

11. Default

If I fail to honor my promises or to perform my duties under this Agreement (including making scheduled deposits and Closing when required) I will be in "default." If I am still in default seventy-two (72) hours after you notify me of it, you may cancel this Agreement. At this time all my rights will end and you may resell my unit without any accounting to me.

I understand that since you have taken my unit off the market and spent money on sales, advertising and promotion, my default will damage you. As compensation for this damage I authorize you to keep any deposits I have made as well as any money for options or extras (such as customized work, optional items or nonspecified materials). This is because there is no other precise method of determining your damage. You agree not to take any other action against me because of my default.

Any damage or loss that occurs to my unit while I am in default will not affect your right to retain my deposits as damages.

In the event you fail to honor your promises or to perform your duties under this Agreement, I shall have the right to receive the refund of my deposits (in which event this Agreement will be cancelled and neither party shall have any further right or obligation with respect to the other), or I may affirm the Agreement and seek specific

performance, damages, and any other remedies available under applicable law.

12. Litigation

If you are successful in connection with any litigation concerning this Agreement, I will be obligated to pay reasonable attorney's fees and costs incurred by you in connection with such litigation through and including all appellate litigation. In the event of litigation in which I claim a right to cancel this Agreement, pursuant to Paragraph 14(g) below, the prevailing party shall be entitled to recover reasonable attorney's fees.

13. Your Use of the Condominium Property

As long as you own a unit or units within the Project, you and your agents may maintain sales offices and models to assist you in selling units in the Condominium or in any portion of the Project in which you have an interest.

14. Miscellaneous Provisions

a. Agreement Not to be Recorded. I will not record this Agreement nor any notice or memorandum thereof, in the Public Records of the county in which the Condominium is located. If I do, I shall be in default hereunder. I acknowledge that I have not acquired any right, title, interest, or lien right in the unit prior to Closing and I agree not to file a lis pendens, claims of lien or any other document concerning any dispute which I may subsequently have with you concerning or arising out of this Agreement.

b. Sales Commissions. You will pay all sales commissions of your sales personnel. I agree to indemnify and hold you harmless from the claims of any other person(s) claiming a real estate commission.

c. Notices. Any time we are required to notify each other, the notice must be in writing. It must be sent by registered or certified mail, postage prepaid, with a return receipt requested. You will send my notices to the address I have given you on page 1. I will send any notices to you at 2400 Lyons Creek Road, Coconut Creek, Florida 33063. But either of us can change our address for notices.

A change of address notice is effective when it is received. All other notices are effective on the day they are mailed.

d. Transfer or Assignment. I have no right to assign, sell or transfer my interest in this Agreement without your written consent, which consent may be arbitrarily withheld. If I attempt to so assign this Agreement, such assignment shall be null and void and of no effect.

If you decide to sell all or any part of this Project before or during construction, you may assign or transfer your interest in this Agreement and in the Escrow Agreement referred to under "Use of My Advances" and my consent will not be required. If

the buyer of all or any part of the Project assumes your obligations contained in this Agreement and the Escrow Agreement you will not be liable to me for any acts, omissions or defaults by the buyer.

e. Others Bound by this Agreement. If I die or in any way lose legal control of my affairs, this Agreement will bind my heirs and legal representatives. If I have received your written permission to assign or transfer this Agreement it will bind anyone receiving my interest.

f. Public Records. I authorize you to record any documents relating to the Condominium and the Project. You will file them in the Public Records of the county in which this Project is located.

g. My Right to Cancel. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

h. Florida Law. Any disputes that develop under this Agreement will be settled according to Florida law, without giving effect to principles of conflict of laws, except as specifically preempted by federal law. If any part of this Agreement violates a provision of Florida law, the law will control. In that event, however, the remainder of the Agreement will remain in force and effect.

i. Entire Agreement. This Agreement contains the entire understanding between us concerning the sale and purchase of the unit and can only be amended in writing, executed by both of us. Prior agreements, representations, understandings and oral statements not reflected in this Agreement and the Condominium Documents are void and have no effect. I have not relied on them. I have fully reviewed this Agreement and sought all legal and other advice which I deem necessary and agree that no provision hereof shall be more strictly construed against either of us than the other.

j. Changes. I agree that the Condominium Documents delivered to me may be amended by you and/or the Condominium Association and/or the Master Association, if applicable, in any manner whatsoever.

k. All Parties Liable. If more than one person signs this

Agreement as purchaser, each will be equally liable, jointly and severally, for full performance of all duties and obligations under it and you can enforce it against each of the purchasers, or all of them collectively.

l. Unit Sold "As Is" - No Warranties. I acknowledge that my unit is being sold by you and purchased by me in an "as is" condition and that there have been no representations made by you or relied upon by me, respecting the condition of my unit, any of its finishes, the appliances, fixtures, wall coverings, floor coverings, window coverings, mechanical elements or structural elements or otherwise of any nature whatsoever applicable to the condition of my unit. I have been given full opportunity to examine my unit and all its fixtures, appliances and other features, the building containing it, and the grounds surrounding it, as well as all the appurtenances to my unit and the common elements of the Condominium containing it, and I am relying only upon my own observations or those of persons hired by me for the purpose, in determining to buy my unit. I further acknowledge and agree that there are no warranties or guarantees of any nature whatsoever regarding the condition of my unit, or the fixtures, appliances, or other features, including but not limited to any personalty which is part of this purchase and sale, nor of the Condominium Property, nor of any improvements upon the Condominium Property, all statutory warranties having expired. We agree that there is no intention that any warranty or guarantee be reinstated. We further agree that there are no warranties or guarantees of any nature whatsoever associated with this transaction, save those dealing solely with the status of title to my unit which you have agreed to convey to me at closing. The provisions of this paragraph shall survive the closing of this transaction. I ACKNOWLEDGE YOU HAVE NOT MADE, AND THAT YOU EXPRESSLY DISCLAIM, ANY AND ALL IMPLIED WARRANTIES REGARDING THE UNIT AND THE CONDOMINIUM PROPERTY AS TO ITS MATERIAL, WORKMANSHIP OR CAPACITY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY OR SUITABILITY AND QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

m. Features Included. The purchase price of my unit includes only the items currently existing in my unit. I understand any other appliance, furnishings or decorations contained in your models are for display purposes only.

n. Time is of the Essence. I understand that time is of the essence under this Agreement.

o. Financial Information. Within seven (7) days from the date I execute this Agreement, I shall submit to you such financial information, including a personal financial statement, as you may deem necessary, together with verification of my employment. You shall have a period of thirty (30) days from the date of this Agreement to determine in your sole opinion,

whether I am financially able to perform my obligations under this Agreement. In the event you make an adverse determination regarding my financial ability to perform hereunder, you will have the option of cancelling this Agreement and refunding my deposit.

p. Administrative Fee. In the event this Agreement is terminated by either of us, I agree to pay a $50.00 charge to you if I do not return the Offering Circular and all other related Condominium Documents to you in good condition.

q. FIRPTA. The parties agree to comply with the Foreign Investment Real Property Tax Act, as amended, and agree that there will be no withholding at Closing on account of such Act.

r. Radon Disclosure. In accordance with the provisions of Florida Statutes, Section 404.056(8), you are required to and do hereby make the following disclosure: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit." I further acknowledge that you make no representation or warranty concerning geological or environmental matters such as radon gas. I understand that if I require more information concerning this potential risk, the U.S. Environmental Protection Agency and state and local authorities are best equipped to render advice.

s. Inducement. I acknowledge that the primary inducement to purchase under this Agreement is the unit.

t. Condominium Documents. I acknowledge receipt of an Offering Circular for the Condominium which includes various documents required by Florida Statutes. I agree this Agreement is subject to all of the terms, conditions and disclosures set forth in the Condominium Documents. The terms used in this Agreement shall have the same definitions and meanings as those set forth in the Condominium Documents, unless herein provided to the contrary, or unless the context otherwise requires.

u. Existing Lease. If Closing to my unit occurs prior to the termination of a lease, I acknowledge that title to my unit will be conveyed subject to the lease and this provision will apply. THE UNIT IS SUBJECT TO A LEASE (OR SUBLEASE). I acknowledge receipt of a copy of the lease for my unit which is attached hereto as Exhibit "A." I shall be obligated to close hereunder even if the lease is not in existence at the time of the Closing.

The undersigned have executed this Agreement this _____ day of _____, 19___.

Signed, sealed and delivered
in the presence of:

_____

_____
As to Purchaser

_____

_____
As to Seller

_____
Purchaser

_____
Purchaser

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

By:_____

Title:_____

12413.005/0083S
RMH 9/26/89 (2)

EXHIBIT "7"

-to-

OFFERING CIRCULAR

FLOOR PLANS

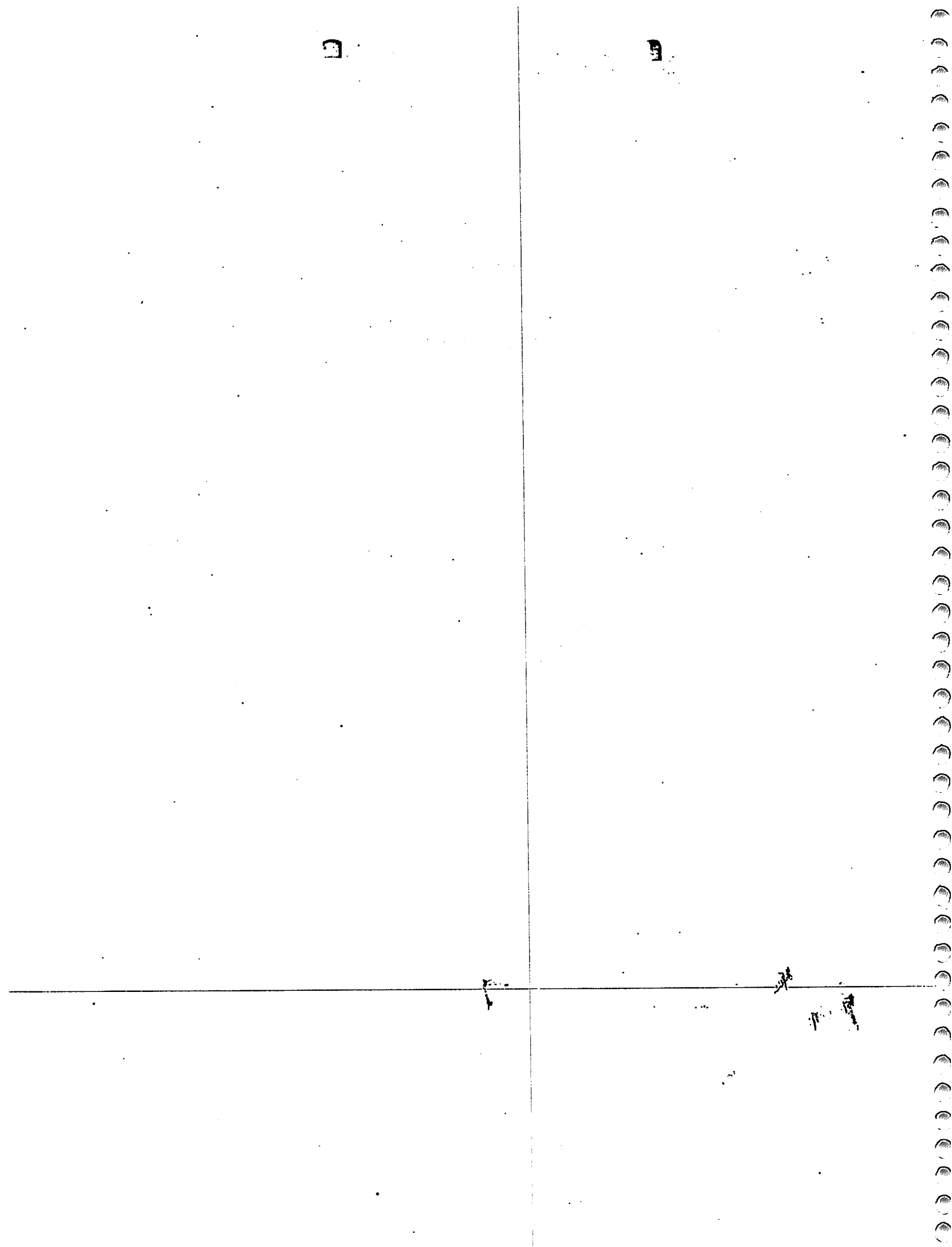
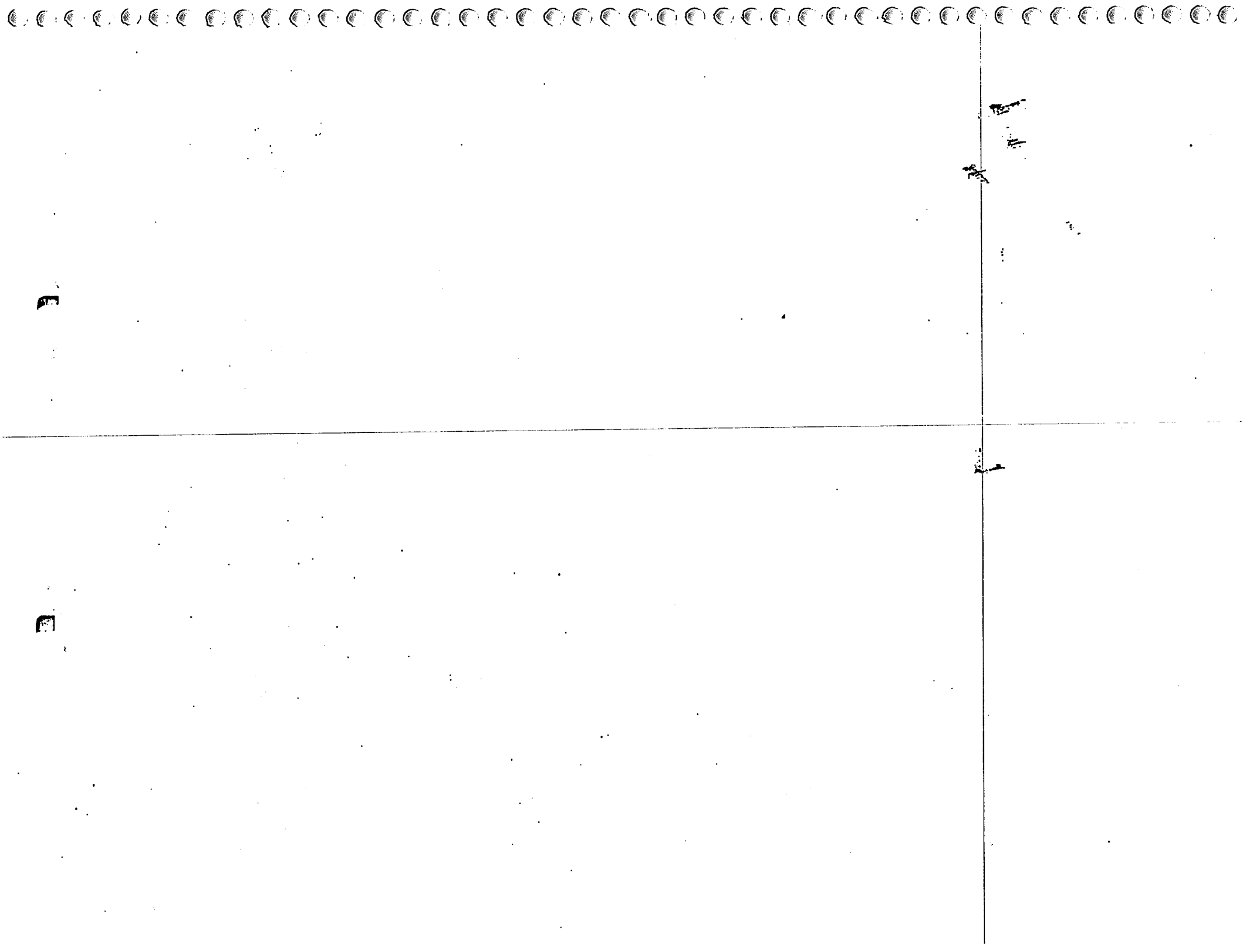


EXHIBIT A

Karanda Village II - A, B and C Condominiums; Karanda Village III - A and B Condominiums; Karanda Village IV - A, B and C Condominiums; Karanda Village V - A, B and C Condominiums; Karanda Village VI - A, B and C Condominiums; Pond Apple Place III a Condominium; Pond Apple Place IV - A, B and C Condominiums; and Tradewinds - A, B, C and D Condominiums; all in the residential community known as The Township in Coconut Creek, Florida.

0195S



FILED
... OF FLA.
LAND SALES, CONDOMINIUMS
AND MOBILE HOMES
DATE 11-6-89
CLERK C. Pilland

SECOND ADDENDUM TO ESCROW AGREEMENT

This Second Addendum is made as of the 2ND day of OCTOBER, 1989, by and among Minto Builders (Florida), Inc. (the "Developer"), a Florida corporation, whose mailing address is 2400 Lyons Road, Coconut Creek, Florida 33063; Barnett Bank of South Florida, N.A., a national banking association (the "Escrow Agent"), whose mailing address is Barnett Bank of South Florida, N.A., Executive Banking Department, 1900 Tyler Street, Hollywood, Florida 33020; and the Division of Florida Land Sales, Condominiums and Mobile Homes, of the Department of Business Regulation of the State of Florida (the "Division"), whose mailing address is 2571 Executive Circle, Howard Building, Tallahassee, Florida 32301.

WHEREAS, Developer, Escrow Agent and Division entered into an Escrow Agreement ("Agreement") as of January 31, 1989 and First Addendum thereto as of March 28, 1989;

WHEREAS, Developer, desires to add the condominiums identified in Exhibit A to the terms and provisions of the Agreement; and

WHEREAS, Developer, Escrow Agent and Division desire to amend the Agreement in accordance with the terms and provisions below.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Agreement is amended to add the condominiums, identified in Exhibit A attached hereto, to the terms and provisions of the Agreement.

2. Except as herein provided, all of the terms and provisions of the Agreement shall be and remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum to Escrow Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Frank Rodgers
(As to Developer)

Ruth Ann Bash
(As to Developer)

MINTO BUILDERS (FLORIDA), INC.

By: _____
Michael Greenberg
Its: President
Dated: _____

Annie Branche
(As to Escrow Agent)

(As to Escrow Agent)

Catherine Pickard
(As to Division)

(As to Division)

BARNETT BANK OF SOUTH FLORIDA, N.A.

By: [signature]

Its: Sr. Vice Pres.

Dated: 10-5-89

DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS AND MOBILE HOMES

By: [signature]

Its: Director

Dated: 11-16-89

EXHIBIT A

OPTIMA VILLAGE I - "A" through "E" Condominiums in the residential community known as FountainSpring in Plantation, Florida.

DIVISION OF FLORIDA
LAND SALES, CONDOMINIUMS
AND MOBILE HOMES
DATE 4-6-89
CLERK C. Lind Lcm

FIRST ADDENDUM TO ESCROW AGREEMENT

This First Addendum is made as of the 28th day of March, 1989, by and among Minto Builders (Florida), Inc. (the "Developer"), a Florida corporation, whose mailing address is 2400 Lyons Road, Coconut Creek, Florida 33063; Barnett Bank of South Florida, N.A., a national banking association (the "Escrow Agent"), whose mailing address is Barnett Bank of South Florida, N.A., Executive Banking Department, 1900 Tyler Street, Hollywood, Florida 33020; and the Division of Florida Land Sales, Condominiums and Mobile Homes, of the Department of Business Regulation of the State of Florida (the "Division"), whose mailing address is 2571 Executive Circle, Howard Building, Tallahassee, Florida 32301.

WHEREAS, Developer, Escrow Agent and Division entered into an Escrow Agreement ("Agreement") as of January 31, 1989;

WHEREAS, Developer, desires to add the condominiums identified in Exhibit A to the terms and provisions of the Agreement; and

WHEREAS, Developer, Escrow Agent and Division desire to amend the Agreement in accordance with the terms and provisions below.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Agreement is amended to add the condominiums, identified in Exhibit A attached hereto, to the terms and provisions of the Agreement.

2. Except as herein provided, all of the terms and provisions of the Agreement shall be and remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Addendum to Escrow Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Frank Rodgers
(As to Developer)

(As to Developer)

MINTO BUILDERS (FLORIDA), INC.

By: _____
Michael Greenberg
Its: President
Dated: Aug 22/89

BARNETT BANK OF SOUTH FLORIDA, N.A.

By: _____

Its: Sr. Vice Pres.

Dated: March 21, 1989

_____
(As to Escrow Agent)

_____
(As to Escrow Agent)

DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS AND MOBILE HOMES

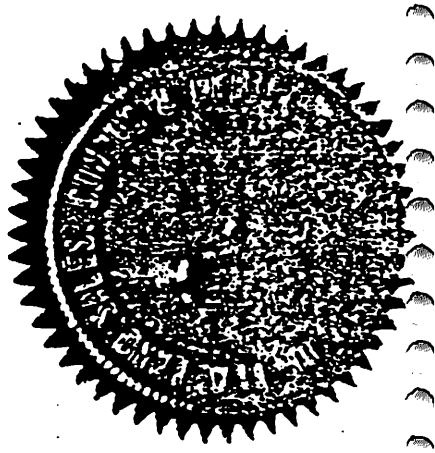
By: _____

Its: Director

Dated: 4-1-89

Cathy Woodham
(As to Division)

Linnette Hall
(As to Division)



ASSURED MANAGEMENT INC.

Park Place Executive Center
1061 W. Oakland Park Blvd. • Suite 233 • Ft. Lauderdale, FL 33311 • 305-563-1272

MODIFICATION AGREEMENT

ADDENDUM #1

This Addendum modifies that certain Management Agreement between ASSURED MANAGEMENT, INC. and KARANDA VILLAGE V CONDOMINIUM ASSOCIATION, INC. dated September 10, 1987.

1. Paragraph 7, concerning the payment (fee structure), is modified to increase the Management Fee to Seven Dollars ($7.00) per unit per month effective January 1st, 1988.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 19 day of November, 1987.

WITNESSES:

Marie A. Taylor

KARANDA VILLAGE V CONDOMINIUM ASSOCIATION, INC.

BY: _____
President of the Association

ASSURED MANAGEMENT INC.

Park Place Executive Center
1061 W. Oakland Park Blvd. • Suite 233 • Ft. Lauderdale, FL 33311 • 305-563-1272

MODIFICATION AGREEMENT

ADDENDUM #1

This Addendum modifies that certain Management Agreement between ASSURED MANAGEMENT, INC. and KARANDA VILLAGE V CONDOMINIUM ASSOCIATION, INC. dated September 10, 1987.

1. Paragraph 7, concerning the payment (fee structure), is modified to increase the Management Fee to Six Dollars and 50/100 ($6.50) per unit per month effective October 1st, 1987.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 2 day of November, 1987.

WITNESSES:

Maria Tuglio

KARANDA VILLAGE V CONDOMINIUM ASSOCIATION, INC.

BY: [signature]
President of the Association

Exhibit "A"
(Page 2)

of 199.98 feet; to a point on the arc of a curve to the right and concave to the Northwest, having a radius of 600.00 feet, a delta of 43° 49' 51", an arc distance of 459.00 feet; thence tangent to said curve South 89° 59' 06" West, 208.61 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 69° 31' 39" West); thence along the arc of said curve, being concave to the Northwest, having a radius of 400.00 feet, a delta of 69° 30' 45", an arc distance of 485.29 feet; thence tangent to said curve, South 89° 59' 06" West, 408.00 feet; thence North 00° 00' 54" West, 60.00 feet; thence South 89° 59' 06" West, 895.00 feet (the previous three (3) courses being contigious with the northerly boundary of TARTAN COCONUT CREEK PHASE I, as recorded in Plat Book 103, Page 29, of Broward County, Florida records) to a point 57.00 feet East of the West line of said Block 91; thence North 00° 01' 54" West along a line 57.00 feet East of the West line of said Block 91 (as measured at right angles) and parallel with said West line of [illegible]91, for 2299.63 feet; thence North 01° 13' 06" East, a distance of 550.13 feet; thence North 00° 01' 54" West, along a line 69.00 feet East of (as measured at right angles) and parallel with the West line of said Block 91, for 300.00 feet; thence North 45° 55' 01" East, 50.31 feet to an intersection with a line 100.00 feet South of (as measured at right angles) and parallel with the North line of the Northeast one-quarter (N.E. ¼) of the aforesaid Section 19; thence South 88° 08' 04" East, 474.97 feet along said parallel line South of said Section 19, to a point of intersection with a line 100.00 feet South of (as measured at right angles) and parallel to the North line of the Northwest one-quarter (N.W. ¼) of the aforesaid Section 20; thence North 88° 30' 36" East, along said parallel line South of said Section 20, a distance of 1613.91 feet (the previous six (6) courses being contigious with the East right-of-way line of Lyons Road and the South right-of-way line of Sample Road, as

Exhibit "A"
(master)

recorded in O. R. Book 8539, Page 802) to the POINT OF BEGINNING.

Said lands lying in the City of Coconut Creek, Broward County, Florida, containing 229.1828 acres more or less.

TOGETHER WITH:

A parcel of land lying in Section 19, Township 48 South, Range 42 East, and being a portion of Tracts 1, 50, 51, 54, 71, 72, 73, 74 and 76. Together with Tracts 19, 20, 21, 22, 23, 24, 25, 43, 44, 45, 46, 47, 48, 52, and 53, Block 90, according to the "PALM BEACH FARMS COMPANY PLAT NO. 3", as recorded in Plat Book 2, Pages 45 thru 54 inclusive of the Public Records of Palm Beach County, Florida, more particularly described as follows:

COMMENCE at the Northeast corner of said Section 19; thence South 00° 19' 00" West along the East line of said Section 19, a distance of 53.00 feet to a point on the South right-of-way line of Sample Road, as described on the Warranty Deed, as recorded in O. R. Book 2345, Page 518, of Broward County, Florida records; thence North 88° 08' 04" West along said line, 1290.75 feet to a point on the West boundary of said Tract 1; thence South 00° 01' 54" East along said line, 47.03 feet to a point on the South right-of-way line of Sample Road, as described on the Warranty Deed, as recorded in O. R. Book 8539, Page 802, of Broward County, Florida records, as Parcel Number 3, said point being the POINT OF BEGINNING; thence South 88° 08' 04" East along said line, 613.49 feet; thence South 44° 04' 59" East, 48.67 feet to a point on a line, 13.00 feet West of and parallel with the East boundary of said Block 90; thence South 00° 01' 54" East along said line, 2280.31 feet to a point on a line, 15.00 feet South of the South line of said Tract 48; thence South 89° 59' 06" West along said line, 330.00 feet; thence South 00° 01' 54" East along the West line of said Tract 49, a distance of 94.20 feet; thence South 89° 59' 06" West, 550.00 feet; thence South 00° 01' 54" East, 580.90 feet; thence southeasterly along the arc of a tangent curve, being concave

Exhibit "A"
(Preston)

County, Florida, more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest one-quarter (N.W. ¼) of the aforesaid Section 20; thence South 00° 33' 26" East (on an assumed bearing), 100.02 feet along the East line of said Northwest one-quarter (N.W. ¼), to an intersection with the South right-of-way line of Sample Road (as recorded in O.R. Book 8168, Page 830); thence South 88° 30' 36" West, 1050.12 feet along said South right-of-way line (and also being 100.00 feet South of, as measured at right angles and parallel to the North line of the Northwest one-quarter (N.W. ¼) of said Section 20) to the POINT OF BEGINNING; thence South 00° 00' 54" East, 956.57 feet; thence North 89° 59' 06" East, 1493.74 feet; thence along the arc of a curve to the right, concave to the South, having a radius of 300.00 feet, a delta of 39° 02' 28", an arc distance of 204.42 feet; thence tangent to said curve South 50° 58' 26" East, 146.47 feet; thence along the arc of a curve to the right and concave to the West, having a radius of 300.00 feet, a delta of 105° 11' 31", an arc distance of 550.78 feet; thence tangent to said curve South 54° 13' 05" West, 48.14 feet; thence along the arc of a curve to the left and concave to the East, having a radius of 315.00 feet, a delta of 101° 57' 51", an arc distance of 560.58 feet; thence tangent to said curve South 47° 44' 46" East, 162.15 feet; thence along the arc of a curve to the right and concave to the West, having a radius of 250.00 feet, a delta of 96° 03' 08", an arc distance of 419.11 feet; thence tangent to said curve South 48° 18' 22" West, 128.53 feet; thence along the arc of a curve to the right and concave to the Northwest, having a radius of 400.00 feet, a delta of 41° 40' 44", an arc distance of 290.97 feet; thence tangent to said curve South 89° 59' 06" West, 1124.59 feet; thence along the arc of a curve to the left and concave to the Southeast, having a radius of 261.41 feet, a delta of 43° 49' 51", an arc distance

8760 PAGE 853

Exhibit "A"
(master)

Parcel Number 10

All of Block 10, Lots 1 thru 13 inclusive, containing 4.44 acres more or less.

Parcel Number 11

All of Block 11, Lots 1 thru 20 inclusive, containing 5.54 acres more or less.

Parcel Number 12

All of Block 12, Lots 1 thru 5 inclusive, containing 1.55 acres more or less.

Parcel Number 13

All of Block 13, Lots 1 thru 11 inclusive, containing 3.35 acres more or less.

Parcel Number 14

All of Block 14, Lots 1 thru 10 inclusive, containing 2.51 acres more or less.

Parcel Number 15

All of Block 15, Lots 1 thru 4 inclusive, containing 1.06 acres more or less.

Parcel Number 16

All of Block 16, Lots 1 thru 4 inclusive, containing 1.17 acres more or less.

Parcel Number 17

All of Block 17, Lots 1 thru 3 inclusive, containing 0.93 acres more or less.

TOGETHER WITH:

A parcel of land lying in Sections 19 & 20, Township 48 South, Range 42 East and a portion of Tracts 2, 3, 4, 5, 6, 15, 16, 21, 22, 25, 26, 27 and 28. Together with Tracts 7, 8, 11, 12, 13, 14, 17, 18, 19, 20, 23 and 24, Block 91, according to the "PALM BEACH FARMS COMPANY PLAT NO. 3", recorded in Plat Book 2, Pages 45 thru 54 inclusive, of the Public Records of Palm Beach

(master)
EXHIBIT "A"

Parcels of land lying in TARTAN COCONUT CREEK PHASE I, according to the plat thereof, as recorded in Plat Book 103, Page 29, of the Public Records of Broward County, Florida, more particularly described as follows:

Parcel Number 1

Tract 10, containing 17.81 acres more or less.

Parcel Number 2

Private lake drainage easement, containing 10.54 acres more or less.

Parcel Number 3

All of Block 1, Lots 1 thru 17 inclusive, containing 5.03 acres more or less.

Parcel Number 4

All of Block 2, Lots 1 thru 20 inclusive, containing 5.73 acres more or less.

Parcel Number 5

All of Block 3, Lots 1 thru 12 inclusive, containing 3.07 acres more or less.

Parcel Number 6

All of Block 4, Lots 1 thru 28 inclusive, containing 7.39 acres more or less.

Parcel Number 7

All of Block 7, Lots 1 thru 18 inclusive, containing 6.26 acres more or less.

Parcel Number 8

All of Block 8, Lots 1 thru 6 inclusive, containing 2.51 acres more or less.

Parcel Number 9

All of Block 9, Lots 1 thru 4 inclusive, containing 1.15 acres more or less.

!!!8760 PAGE 951

WP-C-102-5.1
01/30/80

CONSENT AND JOINDER OF MORTGAGEE
-to-
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
-of-
THE TOWNSHIP

THE ROYAL BANK OF CANADA, a Canadian chartered bank having an agency at 68 William Street, New York, New York, being the owner and holder of that certain Mortgage recorded in Official Records Book 7878, Page 482 of the Public Records of Broward County, Florida, which mortgage encumbers the real property and improvements identified in the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, does hereby join in and consent to the submission of said real property and improvements thereon to said Declaration.

This CONSENT AND JOINDER shall be binding upon The Royal Bank of Canada, its successors and assigns.

IN WITNESS WHEREOF, The Royal Bank of Canada has caused this instrument to be executed in its name and seal affixed on this 5th day of February, 1980.

Signed, Sealed and Delivered in the Presence of:

THE ROYAL BANK OF CANADA, a Canadian chartered bank

Patricia Mulroy

Denise A. Winterberger

By: J. L. Littlejohn
Manager, Corporate Accounts

STATE OF NEW YORK)
; ss
COUNTY OF NEW YORK)

The foregoing Consent and Joinder was acknowledged before me this 5th day of February, 1980, by J. Lyle Littlejohn Manager, Corporate Accounts of The Royal Bank of Canada, a Canadian chartered bank, having an agency at 68 William Street, New York, New York, on behalf and upon authorization of said Canadian chartered bank.

WITNESS my hand and official seal in the County and State last aforesaid.

Denise A. Winterberger
Notary Public, State of

My Commission Expires:

DENISE A. WINTERBERGER
NOTARY PUBLIC, State of New York
No. [illegible]
Qualified in Nassau County
Commission Expires March [illegible], 1981

OFF 8760 PAGE 850

CONSENT AND JOINDER

WHEREAS, Green Kroll Corp., a Florida corporation ("Green Kroll"), is the owner of the following described property ("Land"):

Lots 1 through 20, inclusive, of Block 5 and Lots 1 through 6, inclusive, of Block 6 of Tartan Coconut Creek Phase I, according to the Plat thereof recorded in Plat Book 103, at Page 29 of the Public Records of Broward County, Florida.

WHEREAS, Green Kroll acquired the Land from the Declarant and, in partial consideration therefor, agreed to subject the Land to, and cause the Land to be restricted by, the foregoing Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Green Kroll reaffirms said agreement and does hereby join in and consent to the submission of the Land to the terms and conditions of said Declaration. Notwithstanding anything herein to the contrary, it is expressly understood and agreed that Green Kroll is not the Declarant of said Declaration.

This Consent and Joinder shall be binding upon Green Kroll, its successors and assigns.

IN WITNESS WHEREOF, Green Kroll has caused this Consent and Joinder to be executed in its name and its corporate seal to be affixed this 18 day of February, 1980.

Signed, sealed and delivered in the presence of:

GREEN KROLL CORP., A [redacted] corporation

By: [redacted]

STATE OF FLORIDA)
) ss
COUNTY OF)

BEFORE ME, the undersigned authority, a notary public in and for the State of Florida at Large, personally appeared M. L. Green as [redacted] President of GREEN KROLL CORP., a Florida corporation, known to me to be the persons referred to in the foregoing instrument and who acknowledged before me that they executed the foregoing Declaration of Covenants, Conditions and Restrictions, as President and Secretary of said corporation, affixed the seal of said corporation and did so as the act and deed of said corporation.

WITNESS my hand and official seal at Broward County, Florida, this 18 day of February, 1980.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 2-22-84 (NOTARY SEAL)

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anything herein to the contrary, it is expressly understood and agreed that Minto is not the Declarant of said Declaration.

This Consent and Joinder shall be binding upon Minto, its successors and assigns.

IN WITNESS WHEREOF, Minto has caused this Consent and Joinder to be executed in its name and its corporate seal to be affixed this 29 day of Feb, 1930.

Signed, sealed and delivered in the presence of:

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

By: _____, President

Attest: _____, Secretary

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, a notary public in and for the State of Florida at Large, personally appeared IRVING GREENBERG and MICHAEL GREENBERG, respectively of MINTO BUILDERS (FLORIDA), Inc., a Florida corporation, President and Secretary respectively known to me to be the persons referred to in the foregoing instrument and who acknowledged before me that they executed the foregoing Declaration of Covenants, Conditions and Restrictions, as President and Secretary of said corporation, affixed the seal of said corporation and did so as the act and deed of said corporation.

WITNESS my hand and official seal at Fort Lauderdale, Florida, this 29th day of February, 1980.

NOTARY PUBLIC, State at Large

(NOTARY SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 17 1984
BONDED THRU GENERAL INS. UNDERWRITERS

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed in its name and its corporate seal to be affixed this 29 day of Feb, 1980.

Signed, sealed and delivered in the presence of:

TARTAN MINTO CORPORATION, a Florida corporation (SEAL)

By: _____ President

Attest: _____ Secretary

STATE OF FLORIDA)
) ss
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, a notary public in and for the State of Florida at Large, personally appeared IRVING GREENBERG and MICHAEL GREENBERG, respectively of TARTAN MINTO CORPORATION, a Florida corporation, known to me to be the persons referred to in the foregoing instrument and who acknowledged before me that they executed the foregoing Declaration of Covenants, Conditions and Restrictions, as President and Secretary of said corporation, affixed the seal of said corporation and did so as the act and deed of said corporation.

WITNESS my hand and official seal at Fort Lauderdale, Florida, this 29th day of February, 1980.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

(NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 17 1981
BONDED THRU GENERAL INS. UNDERWRITERS

CONSENT AND JOINDER

WHEREAS, Minto Builders (Florida), Inc., a Florida corporation ("Minto"), is the owner of the following described property ("Land"):

Tracts 1 through 9 and Tracts 11 through 14 of Tartan Coconut Creek Phase I, according to the Plat thereof, recorded in Plat Book 103, Page 29, of the Public Records of Broward County, Florida.

WHEREAS, Minto acquired the Land from the Declarant and, in partial consideration therefor, agreed to subject the Land to, and cause the Land to be restricted by, the foregoing Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Minto reaffirms said agreement and does hereby join in and consent to the submission of the Land to the terms and conditions of said Declaration. Notwithstanding

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Section 9. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 10. Termination of Declaration. Should the Members of the Association vote not to renew and extend this Declaration as provided for herein, all Common Property, Residential Common Property, Recreational Facilities and Commercial Property owned by the Association at such time shall be transferred to a Trustee appointed by the Circuit Court of Broward County, Florida, which Trustee shall sell the Common Property, Residential Common Property, Recreational Facilities and Commercial Common Property free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Broward County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Property, Residential Common Property, Recreational Facilities or Commercial Common Property then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of the Common Property, Residential Common Property, Recreational Facilities or Commercial Common Property. The excess of proceeds, if any, from Residential Common Property and Recreational Facilities shall be distributed among Group 1 property Owners in a proportion which is equal to the proportionate share of such Owners in Residential Expenses. The excess of proceeds, if any, from Commercial Common Property shall be distributed among Group 2 property Owners in a proportion which is equal to the proportionate share of such Owners in Commercial Expenses. The excess of proceeds, if any, of Common Property shall be distributed among Group 1 and Group 2 property Owners in a proportion which is equal to the proportionate share of such Owners in General Expenses.

Section 11. Execution of Documents. The Development Plan for the development of the Properties may require from time to time the execution of certain documents required by the City of Coconut Creek or Broward County. To the extent that said documents require the joinder of Owners, the Company by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Company, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section shall recite that it is made pursuant to this Section.

Section 12. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit or tax exempt status under applicable state or federal law.

Section 13. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 14. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Project.

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D. for any other purpose which requires a greater contribution by the Company to the Association or which lessens the role of the Company in the operation of the Association and increases the role of the other Members.

Section 4. Quorum. Quorum requirements in the Articles of Incorporation to the contrary notwithstanding, the first time any meeting of the Members of the Association is called to take action under Section 2 of this Article X, the presence at the meeting of the Members or proxies entitled to cast sixty (60%) per cent of the total vote of the Members shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of the Members or proxies entitled to cast fifty (50%) per cent of the total vote of the Association.

Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the person or entity who appears as Owner in the public records of Brevard County, Florida. Notice to one of two or more co-owners of a Residential Lot, Family Dwelling Unit, Multi-Family Tract, Commercial Site, Commercial Unit, or Undivided Land shall constitute notice to all co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice, if notice was given to his predecessor in title.

Section 6. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner or the Company to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 7. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 8. Interpretation. The Board of Directors of the Association shall have the right except as limited by any other provisions of this document or the By-Laws to determine all questions arising in connection with this Declaration of Covenants, Conditions and Restrictions and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration of Covenants, Conditions and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

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the votes cast at a duly held meeting of Members of the Association vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least fourty-five (45) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Official Real Estate Records for Broward County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments by Members. This Declaration may be amended at any time provided that three-fourths (3/4) of the votes cast by the Members present at a duly called and held meeting of the Association vote in favor of the proposed amendment provided, however, that if the affirmative vote required, for approval of action under the specific provision to be amended, is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least fourty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association. the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Official Records for Broward County, Florida.

Section 3. Amendments by Company. The Company may amend this Declaration without the consent of the Members for the following purposes in addition to those purposes set forth in Article II:

A. to provide that the Company shall not vote for certain seats on the Board of Directors and that these seats shall be filled exclusively by the vote of the other Members;

B. to increase the amount of the annual assessment due by the Company to the Association;

C. to incorporate in this Declaration a specific list of Common Property, Residential Common Property, Commercial Common Property or Recreational Facilities to be conveyed by the Company to the Association, which list shall include all of the items previously set forth herein, and which list may include the specific dates before which said items shall be transferred to the Association and any conditions upon which they will be transferred; and

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(6) Signs and graphics, mail boxes and exterior lighting.

(7) Building set backs, side yards and related height, bulk and design criteria.

(8) Pedestrian and bicycle ways, sidewalks and pathways.

(9) All buildings, landscaping and improvements on lands owned or controlled by the Association including recreational facilities.

K. No contractor, sub-contractor or other builder may effect any of the improvements herein discussed without the express written approval of the ARC, which permission may be withheld on the basis of the ARC's determination that such builder's qualifications and general reputation in the community indicate a potential calibre of work inferior to that deemed desirable by the ARC. The ARC may, from time to time, publish a list of builders it has in advance determined to be acceptable.

L. The ARC shall have the right to approve the location of Family Dwelling Units on the lots in order to insure that each Family Dwelling Unit will be staggered so as to provide the maximum view to all other buildings and to preserve the large trees and other natural vegetation to the maximum extent possible. In this respect, the ARC's judgment and determination shall be final and binding.

ARTICLE IX

INSTRUMENT OF CONVEYANCE

Subsequent to the recording of this Declaration of Covenants, Conditions and Restrictions in the Public Records of Broward County, Florida, each and every conveyance is subject to the herein contained covenants, conditions and restrictions and the instrument of said conveyance shall recite the Official Records Book and page numbers wherein this Declaration of Covenants, Conditions and Restrictions is recorded in the Public Records of Broward County, Florida. These Restrictions shall be covenants running with the land, be a part thereof, and be binding upon the land and the owners thereof and their successors, successors-in-title, designees, grantees and assigns.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Company and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of

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proving or disapproving such plans and applications, the ARC shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

F. Unless specifically excepted by the ARC, all improvements for which approval of the ARC is required under this Declaration shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the ARC in the event that the approval is so conditioned.

G. The ARC shall in all cases have the right to determine and designate building set back lines necessary to conform to the general plan of the land, in order to preserve the integrity of The Township and the Development Plan. In this respect, the ARC's judgment and determination shall be final and binding.

H. In the event the ARC shall fail to approve or disapprove any plans and specifications submitted in final and complete form, within thirty (30) days after written request for approval or disapproval is delivered to the ARC by the Owner or the Owner's agent or attorney, then such approval of the ARC shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

I. There is specifically reserved unto the ARC, the right of entry and inspection upon any Residential Lot, Multi-Family Tract, Commercial Site, or lot upon which is located a Family Dwelling Unit or Commercial Unit for the purpose of determination by the ARC whether there exists any construction of any improvement which violates the terms of any approval by the ARC or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. The ARC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith. The Association shall indemnify and hold harmless the ARC from all costs, expenses and liabilities including attorney's fees incurred by virtue of any member of the ARC's service as a member of the ARC.

J. The ARC is empowered to publish or modify from time to time, design and development standards for The Township, including but not limited to the following:

(1) Roof and roof design.

(2) Fences, walls and similar structures.

(3) Exterior building materials and colors.

(4) Exterior landscaping.

(5) Exterior appurtenances relating to development and utility installations.

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B. All Common Property, Residential Common Property, Commercial Common Property and Recreational Facilities;

Section 17. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of each creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than $1,000. Such officer shall furnish to each Member of the Association who may make request therefor in writing, a copy of such statement, within thirty days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Architectural Review Committee. There is hereby established an Architectural Review Committee ("ARC") whose duties, powers and responsibilities shall be as hereinafter set forth:

A. Initially, the ARC shall consist of three (3) persons designated by the Declarant. At such time as Declarant no longer owns any property within The Township, the Declarant shall assign to the Association the rights, powers, duties and obligations of the ARC, whereupon the Board of Directors of the Association shall appoint the members of the ARC and shall provide for the terms of the members of the ARC.

B. The ARC shall have the right of specific approval or veto of all architectural and landscaping aspects of any improvement or development of individual units or buildings as well as the general plan for development of any individual lot or subdivision, tract or parcel of land within The Township; provided, further, that the ARC may, in its sole discretion, impose standards on said architectural and landscaping aspects and said general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning or other local governmental codes.

C. No building, sign, outside lighting, fence, hedge, wall, walk, dock or other structure or planting shall be constructed, erected, removed, planted or maintained nor shall any addition to or any change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the ARC. As part of the application process, two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified by the ARC shall be submitted for approval by written application on such form as may be provided or required by the ARC.

D. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

E. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons, provided such approval is not unreasonably withheld. In ap-

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equal monthly installments. The Board of Directors shall have the power to change the date upon which annual assessments become due and payable and also to determine the manner of payment of annual assessments, i.e., lump sums, monthly installments, etc., provided, however, that the annual assessments shall be due and payable not less frequently than annually. The due date of any special assessment under Section 7 hereof shall be fixed in the resolution authorizing such assessment.

Section 11. Duties of the Board of Directors. The Board of Directors of the Association shall prepare an annual budget and fix the amount of the assessment against each Residential Lot, Family Dwelling Unit, Multi-Family Tract, Commercial Site, Commercial Unit, or Undivided Land as provided hereinabove for each assessment period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto as provided in Article X, Section 5 of this Declaration. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 12. Effect of Non-Payment of Assessment; Lien. If any assessment is not paid on or before the past-due date specified in Section 10 of this Article VII, then such assessment shall become delinquent and shall, together with interest thereon at the maximum rate allowed under law from the due date and the cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made. The personal obligation of the Owner at the time when the assessment first became due and payable to pay such assessment, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

Section 13. Remedies. If the assessment is not paid within thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 14. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages held by an Institutional Lender now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien created thereby.

Section 15. Exempt Property. The following property and persons shall be exempted from assessments under this Declaration and liens therefore:

A. The grantee in conveyances of any portion of the Properties made for the purpose of granting utility easements or dedicated public roadways;

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Common Property and Recreational Facilities. The proportionate share of special assessments regarding Residential Common Property and Recreational Facilities for each Group 1 Property Owner shall be determined by multiplying such special assessment by a fraction which is equal to the fraction utilized in determining each such Owner's proportionate share of Residential Expenses as set forth in Section 5 above.

B. Each Group 2 property Owner shall pay his proportionate share of special assessments regarding Commercial Common Property. The proportionate share of special assessments regarding Commercial Common Property for each Group 2 property Owner shall be determined by multiplying such special assessment by a fraction which is equal to the fraction utilized in determining each such Owner's proportionate share of Commercial Expenses as set forth in Section 6 above.

C. Each Group 1 and Group 2 property Owner shall pay his proportionate share of special assessments regarding Common Property. The proportionate share of special assessments regarding Common Property for each Group 1 and Group 2 property Owner shall be determined by multiplying such special assessment by a fraction which is equal to the fraction utilized in determining each such Owner's proportionate share of General Expenses as set forth in Section 6 above.

D. The total amount of special assessments, in any one year, may not exceed a sum equal to the amount of annual assessment for such year, except in the case of emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss. This provision shall be interpreted to mean that the Association may make in any one [illegible] annual assessment as set forth in Section 6 of this Article plus an additional special assessment which additional assessment being considered alone may not exceed the annual assessment.

Section 9. Individual Assessments. Each Owner of a Family Dwelling Unit, Residential Lot, Multi-Family Tract, Commercial Site, Commercial Unit or Undivided Land is required to maintain his property, whether improved or unimproved, in a state of good repair at all times, which shall include, but shall not be limited to, the periodic painting (or other appropriate refinishing) of all structures requiring same and the maintenance of the lawns, shrubery and trees in a well-groomed and trim condition, and if unimproved, in an orderly and uncluttered condition. Such Owners are further required to maintain their property in accordance with any other covenants, conditions and restrictions to which their deeds or other instruments of conveyance make reference. In the event of the failure of such Owner(s) to maintain their property as required herein, the Association, after first giving thirty (30) days' notice to such Owners, may take such steps as are necessary to remedy any defective and/or unsightly conditions or comply with requirements imposed herein, and such Owner(s) of said property shall be assessed for the expense of same. Entry upon such Owners' Property for such purposes shall not constitute a trespass. Assessments may also be levied against such Owners for any damage to Common Property, Residential Common Property, Commercial Common Property or Recreational Facilities which may be caused by such Owners, their families, lessees, guests or invitees.

Section 10. Date of Commencement and Pro Ration of Annual Assessments Due Date. The annual assessments provided for herein shall commence on January 1, 1981. The assessments for any year shall become due and payable on February 1, of said year and shall become past due on March 1 of the same year, except with regard to the Company whose annual assessment shall be due in twelve (12)

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the total assessed value of all Group 1 and Group 2 property owned by all Owners. The proportionate share of Commercial Expenses for each Group 2 property Owner shall be determined by multiplying the Commercial Expenses by a fraction, the numerator of which is equal to the assessed value of all Group 2 property owned by such Owner, and the denominator of which is equal to the total assessed value of all Group 2 property owned by all Owners.

C. Each Group 2 property Owner shall pay a minimum annual assessment, as established in the schedule hereinbelow unless the Board of Directors determines that the important and essential functions of the Association may be properly funded only by an assessment above or below the minimum but not more than the maximum assessment, as established hereinbelow. If the Board of Directors shall levy the applicable minimum assessment or some lesser amount for any assessment year and thereafter, during such assessment year, determine the important and essential functions of the Association can not be funded by such assessment, the Board may levy a supplemental assessment but in no event shall the sum of the initial and supplemental annual assessments for that year exceed the maximum annual assessment.

Minimum Annual Assessment	Maximum Annual Assessment
$100.00/acre	$200.00/acre

In calculating the amount of acreage of Undivided Lands for annual assessment purposes, the following types of land shall not be included: land intended for use as the site of roads, parks, canals, greenbelts or conservancy areas, trails, walks, Common Property, Residential Common Property, Commercial Common Property or Recreational Facilities.

Section 7. Purpose of Special Assessments. In addition to the annual assessments authorized by this Article VII, the Association may levy special assessments for the acquisition of any Common Property, Residential Common Property, Commercial Common Property or Recreational Facilities, including the payment of any mortgages thereon. The Association may also levy a special assessment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvement upon the Common Property or Residential Common Property, Commercial Common Property or Recreational Facilities including the necessary fixtures and personal property related thereto and to repay any loan made to the Association to enable it to perform the duties and functions authorized herein; provided, however, that any special assessment relative to Residential Common Property or Recreational Facilities shall not be levied against Group 2 property Owners nor shall any special assessment relative to Commercial Common Property be levied against Group 1 property Owners. To the extent that annual assessments are insufficient to fund the services which the Association is authorized or required to provide, the Association may levy a special assessment to cover the cost thereof. Notwithstanding anything herein to the contrary, the Company shall not be liable for any special assessment.

Section 8. Proportion and Amount of Special Assessments. Special assessments for Group 1 and Group 2 property Owners shall be determined as follows:

A. Each Group 1 property Owner shall pay his proportionate share of special assessments regarding Residential

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Section 4. Annual Budget. The Association shall prepare an annual budget not less than thirty (30) days in advance of the commencement of each fiscal year which shall project the estimated total expenditures for the services set forth in Section 2 above for the forthcoming year, and shall apportion the said budget among the General Expenses, Residential Expenses and Commercial Expenses. The Association shall, at the same time as it prepares the annual budget, prepare a schedule which sets forth the amount of the annual assessment for each Owner. Notwithstanding anything herein to the contrary, for the initial period described in Section 3 hereinabove of this Article VII, the Association shall estimate the deficit, if any, between said budget and annual assessments projected for the coming year. The Company shall, in twelve (12) equal monthly installments, contribute an amount of money to the Association sufficient to eliminate said deficit; provided, however, said contribution shall be reduced by the surplus, if any, between said budget and annual assessment for the previous month.

Section 5. Types of Property. Only for purposes of this Article VII and Article X, Section 10, all real property of Owners shall be classified into three (3) groups:

A. Group 1. Group 1 property shall consist of all Family Dwelling Units, Residential Lots and Multi-Family Tracts.

B. Group 2. Group 2 property shall consist of all Commercial Units and Commercial Sites.

C. Group 3. Group 3 property shall consist of all Undivided Lands.

Section 6. Proportion and Amount of Annual Assessments. Annual assessments for Group 1, Group 2 and Group 3 property Owners shall be determined as follows:

A. Each Group 1 property Owner shall pay an annual assessment equal to the sum of his proportionate share of the General Expenses plus his proportionate share of the Residential Expenses. The proportionate share of General Expenses for each Group 1 property Owner shall be determined by multiplying the General Expenses by a fraction, the numerator of which is equal to the assessed value of all Group 1 property owned by such Owner, and the denominator of which is equal to the total assessed value of all Group 1 and Group 2 property owned by all Owners. The proportionate share of Residential Expenses for each Group 1 property Owner shall be determined by multiplying the Residential Expenses by a fraction, the numerator of which is equal to the assessed value of all Group 1 property owned by such Owner, and the denominator of which is equal to the total assessed value of all Group 1 property owned by all Owners. For the purposes herein, "assessed value" shall refer to the most recent tax assessment value on the tax rolls of Broward County, Florida as of January 1 of each year; provided, however, that "assessed value" shall refer to the value established by the Association, in its reasonable discretion, if said tax assessment value was based upon unimproved land which was subsequently improved.

B. Each Group 2 property Owner shall pay an annual assessment equal to the sum of his proportionate share of the General Expenses plus his proportionate share of the Commercial Expenses. The proportionate share of General Expenses for each Group 2 property Owner shall be determined by multiplying the General Expenses by a fraction, the numerator of which is equal to the assessed value of all Group 2 property owned by such Owner, and the denominator of which is equal to

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ARTICLE VII

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Company covenants, and each Owner of any Residential Lot, Family Dwelling Unit, Multi-Family Tract, Commercial Site, Commercial Unit, or Undivided Land shall by acceptance of a deed therefore, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) annual assessments (2) special assessments and (3) individual assesments, all fixed, established and collected from time to time as hereinafter provided. The annual, special and individual assessments together with such interest thereon and costs of collection therefor shall be a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and cost of collection, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Property, Commercial Common Property, Residential Common Property or Recreational Facilities or by the abandonment of the property against which the assessment was made. In the case of co-ownership of a Residential Lot, Family Dwelling Unit, Multi-Family Tract, Commercial Site, Commercial Unit, or any Undivided Land, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement and operation of the Common Property, Residential Common Property, Recreational Facilities and Commercial Common Property and to provide services which the Association is authorized or required to provide including, but not limited to, the payment of taxes and insurance thereon, construction of improvements, repair, replacement, payment of the costs to acquire labor, equipment, materials, management and supervision, necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions. The Association may establish reserve funds to be held in reserve in an interest drawing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss. Each year the Association may not contribute more than ten percent (10%) of its receipts from its annual assessments to said account.

Section 3. Initial Period. Until December 31, 1982, an annual assessment shall be levied by the Association only as follows:

A. One Hundred Twenty Dollars ($120.00) for each Family Dwelling Unit and Residential Lot.

B. For each Multi-Family Tract, One Hundred Twenty Dollars ($120.00) multiplied by the maximum number of Multi-Family Units allowed under the final site plan of said Multi-Family Tract.

After December 31, 1982, annual assessments shall be levied and determined in accordance with Section 6 of this Article VII.

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to exceed sixty (60) days, for any infraction of its published rules and regulation, it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment, provided, however, that the Association shall not suspend the right to use any roads belonging to the Association subject, however, to the rules and regulations of the Association for such use, and provided further that the Association may not suspend any rights and easements reserved herein by the Declarant;

C. The right of the Association to charge reasonable admission and other fees for the use of the Recreational Facilities, provided that such tolls and fees shall not apply to Owners and their lessees or the guests, lessees and invitees of the Company unless provided otherwise in the rules and regulations adopted by the Association from time to time.

D. The Board of Directors of the Association shall have the power to place any reasonable restrictions upon the use of any roadways owned by the Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations, and the [illegible] noise levels of vehicles using said roads. The fact that such restrictions on the use of such roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Properties shall not make such restrictions unreasonable.

E. The right of the Association to give, dedicate or sell all or any part of the Common Property, Residential Common Property, Recreational Facilities and Commercial Common Property (including leasehold interest therein) to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be determined by the Association, provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Members of the Association, (including three-fourths (3/4) of the votes of Class "C" Members where such transfer involves Commercial Common Property) and unless written notice of the meeting and of the proposed agreement and action thereunder is sent at least thirty (30) days prior to such meeting to every Member entitled hereunder to vote. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property, Residential Common Property, Recreational Facilities and Commercial Common Property, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

Section 6. Further Restrictions. Nothing other than storm water may be discharged into any lake, canal, or other body of water located within or adjacent to the Properties. Any device through which water is drawn other than a pumping device from any lake, canal, or other body of water onto or within any Residential Lot, Multi-Family Tract, Commercial Site, Undivided Land, Family Dwelling Unit or Commercial Unit must not be visible or pose a hazard to navigation or water recreation. The construction and/or installation of any such device through which water is drawn shall be subject to the prior written approval of the Architectural Review Committee as hereinbelow established in Article VIII of this Declaration.

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all Common Property and Commercial Common Property, such use and enjoyment to be shared in common with the other Owners, their guests, lessees and invitees as well as the guests, lessees and invitees of the Declarant.

Section 2. Utility Easement. The Declarant reserves to itself, its successors or assigns, a perpetual easement upon, over, under and across the Properties for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, weirs, syphons, valves, gates, pipelines, cable television service, electronic security system and all machinery and apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing all Owners of Family Dwelling Units and Commercial Units in the Project and servicing the Common Property, Recreational Facilities, Residential Common Property and Commercial Common Property, all such easements to be of a size, width and location as Declarant, in its discretion, deems best but selected in a location so as to not unreasonably interefere with the use of any improvements which are now, or will be, located upon the Properties.

Section 3. Declarant Easement. The Declarant hereby reserves to itself, its successors and assigns, a perpetual easement, privilege and right in and to, over, under, on and across the Common Property, Recreational Facilities, Residential Common Property and Commercial Common Property for ingress and egress as required by its officers, directors, employees, agents and/or independent contractors and invitees in order to show said properties and facilities to prospective purchasers and other invited guests, post signs and maintain sales offices; provided, however, that such access and use do not unnecessarily interefere with the reasonable use and enjoyment of these properties and facilities by the Owners. Notwithstanding anything herein to the contrary, Declarant further reserves unto itself, its successors and assigns, the exclusive right to operate in The Township a cable television system and electronic security system, including all services and facilities related thereto, as well as a perpetual easement upon, over, under and across the Properties for the purpose of maintaining, installing, repairing, altering and operating said cable television service and electronic security system.

Section 4. Service Easement. Declarant hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant, its successors or assigns to service the Properties, and to such other persons as the Declarant from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Property, Recreational Facilities, Residential Common Property and Commercial Common Property for the purposes of performing their authorized services and investigation.

Section 5. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Company or the Association, in accordance with its By-Laws, to borrow money from the Company or any other lender for the purpose of improving and/or maintaining the Common Property, Residential Common Property, Recreational Facilities and Commercial Common Property and providing the services authorized herein and, in aid thereof, to mortgage said properties;

B. The right of the Association, as provided in its By-Laws, to suspend the rights and easements of enjoyment of any Member or any tenant of any Member for any period during which any assessment remains unpaid, and for any period, not

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H. maintenance of electronic and other security devices, subject to the Declarant's rights in this area as reserved in Section 3, Article VI of this Declaration.

Section 3. Obligation of the Association. The Association shall be obligated to carry out the functions and services specified in Section 1 of this Article to the extent such maintenance and services can be provided with the proceeds first from annual assessments and then, if necessary, from special assessments. The functions and services specified in Section 2 of this Article to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration remaining proceeds of annual assessments and the needs of the Members of the Association. The functions and services which the Association is authorized to carry out or to provide, may be added to or reduced at any time upon the affirmative vote of a majority of the Board of Directors.

Section 4. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions.

Section 5. Conveyance to Association. The Association shall be obligated to accept any and all deeds of conveyance delivered to it by Declarant, which deeds convey title to Common Property, Recreational Facilities, Residential Common Property and/or Commercial Common Property.

ARTICLE V

DECLARANT CONTROL OF ASSOCIATION

Notwithstanding anything herein to the contrary, until January 1, 1995 or an earlier date as the Company may decide, the Company shall have a total number of votes equal to not less than the number of votes cumulatively held by all other Members, plus one (1), providing it with a majority of the vote of the membership. Upon expiration of the stated period, the Company shall continue to possess voting rights incident to ownership as described in Article III hereinabove.

ARTICLE VI

EASEMENTS

Section 1. Appurtenant Easements. Declarant hereby grants to the Owner of each Family Dwelling Unit and Residential Lot, their guests, lessees and invitees, as an appurtenance to the ownership of fee title interest to same and subject to this Declaration, the Articles and By-Laws of the Master Association and the rules and regulations promulgated by the Master Association, a perpetual nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of all Recreational Facilities and Residential Common Property, such use and enjoyment to be shared in common with the other Owners of Family Dwelling Units and Residential Lots, their guests, lessees and invitees as well as guests, lessees and invitees of the Declarant. Declarant further grants to all Owners, their guests, lessees and invitees, as an appurtenance to the ownership of fee title interest to certain defined real property within the Properties and subject to this Declaration, the Articles and By-Laws of the Master Association and the rules promulgated by the Master Association, a perpetual nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of

8760 PAGE 933

lakes as bodies of water in an ecologically sound condition to be used for such water activities as may be determined and allowed from time to time by the Association. The Company shall, in its reasonable discretion, determine whether appearance of the properties described in this subsection or subsection A above would be adversely affected.

D. operation of Recreation Facilities in accordance with the rules, regulations and standards adopted by the Association from time to time.

E. insect and pest control to the extent that it is necessary or desirable in the judgment of the Association to supplement the service provided by the state and local governments.

F. taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles or By-Laws.

G. to conduct business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Members of Activities, Notice of Meetings, and other important events.

H. to purchase general liability and hazard insurance covering improvements and activities on the Common Property, Residential Common Property, Commercial Common Property and Recreational Facilities.

to establish and operate the Architectural Review Committee as hereinafter defined in the event that the Association is designated for such purpose.

Section 2. Authorized Services. The Association shall be authorized, but not required, to provide the following services:

A. lighting of roads, sidewalks and walking paths throughout the Properties.

B. fire protection and prevention.

C. garbage and trash collection and disposal.

D. to conduct recreation, sport, craft, and cultural programs of interest to Members, their families, tenants and guests.

E. to support the operation of transportation facilities serving the Properties.

F. to construct improvements on Common Property, Residential Common Property, Commercial Common Property or Recreational Facilities as may be required to provide the services as authorized in this Section 2 of this Article.

G. protection and security, including but not limited to the employment of security guards, maintenance of control centers for the protection of persons and property within the Properties, and assistance in the apprehension and prosecution of persons who violate the laws of Florida within the Properties.

Exhibit "A"
(Master)

to the Northeast, having a radius of 70.00 feet, a delta of 64° 30' 53", an arc distance of 78.82 feet; thence tangent to said curve South 64° 32' 47" East, 127.06 feet to a point on the North line of TARTAN COCONUT CREEK PHASE I, as recorded in Plat Book 103, Page 29, of the Public Records of Broward County, Florida; thence South 25° 27' 13" West, 60.00 feet; thence North 64° 32' 47" West, 235.00 feet; thence South 25° 27' 13" West, 120.00 feet; thence North 64° 32' 47" West, 30.00 feet; thence South 25° 27' 13" West, 235.00 feet; thence North 43° 31' 46" West, 53.46 feet; thence South 89° 59' 06" West, 700.00 feet to the Northwest corner of said TARTAN COCONUT CREEK PHASE I, plat and a line 100.00 feet West of and parallel with the West line of said Tracts 71 and 54; thence North 00° 01' 54" West along said line, 1000.00 feet to a point on the North line of said Tract 54; thence South 89° 59' 06" West along said line, 100.00 feet to the Northwest corner of said Tract 54; thence North 00° 01' 54" West, 690.00 feet to the Northwest corner of said Tract 43; thence North 89° 59' 06" East along the North line of said Tract 43, a distance of 330.00 feet to a point on the West line of said Tract 25; thence North 00° 01' 54" West along said line, 660.00 feet to a point on the North line of said Tract 25; thence North 89° 59' 06" East along said line, 330.00 feet to the Northeast corner of said Tract 25; thence North 00° 01' 54" West, 690.00 feet to a point on the North line of said Tract 19; thence North 89° 59' 06" East along said line, 660.00 feet to a point on the West line of said Tract 1, thence North 00° 01' 54" West along said line, 310.26 feet to the POINT OF BEGINNING, containing 103.9397 acres more or less.

##8760 mc 356

Exhibit "A"
(master)

TOGETHER WITH:

The North 201.00 feet of said Tract 76, containing 1.5227 acres more or less.

All said lands lying in the City of Coconut Creek, Broward County, Florida, containing in aggregate 414.705 acres more or less.

Prepared by:
Biscayne Engineering Co., Inc.
Engineers, Planners & Surveyors
6010 North University Drive
Tamarac, Florida
Project No. 57980
February 27, 1980

11876 PAGE 957

(master)

EXHIBIT "B"

A parcel of land lying in Section 30, Township 48 South, Range 42 East, more particularly described as follows:

Tracts 11 and 12, Block 93, "PALM BEACH FARMS COMPANY PLAT NO. 3", according to the plat thereof, as recorded in Plat Book 2, Pages 45 thru 54 inclusive, of the Public Records of Palm Beach County, Florida, containing 20.00 acres more or less.

TOGETHER WITH:

A parcel of land lying in Section 19, Township 48 South, Range 42 East, more particularly described as follows:

The North one-half (N. ½) of Tract 49, and the adjoining 15.00 feet of vacated road on the North side thereof.

ALSO LESS:

The East 13.00 feet thereof, all in Block 90, "PALM BEACH FARMS COMPANY PLAT NO. 3", according to the plat thereof, as recorded in Plat Book 2, Pages 45 thru 54 inclusive, of the Public Records of Palm Beach County, Florida, containing 2.51 acres more or less.

TOGETHER WITH:

A parcel of land lying in Section 18, Township 48 South, Range 42 East, more particularly described as follows:

BEGIN at the Northwest corner of Tract 1, Block 90, "PALM BEACH FARMS COMPANY PLAT NO. 3", according to the plat thereof, as recorded in Plat Book 2, Pages 45 thru 54 inclusive, of the Public Records of Palm Beach County, Florida; thence South 00° 01' 54" East along the West line of said Tract, 149.60 feet; thence South 88° 08' 04" East, 587.16 feet; thence North 45° 55' 01" East, 50.31 feet; thence North 00° 01' 54" West, 133.85 feet to a point on the North line of said Tract 1; thence along said line South 89° 59' 06" West, 623.00 feet to the POINT OF BEGINNING, containing 2.27 acres more or less.

3760 PAGE 858

Exhibit "B"

(master)

TOGETHER WITH:

A parcel of land lying in Sections 17 and 18, Township 48 South, Range 42 East, more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest one-quarter (S.W. ¼) of said Section 17; thence North 00° 49' 05" West along the East line of said Southwest one-quarter (S.W. ¼), a distance of 100.00 feet to a point on the North right-of-way line of Sample Road, as described on the Warranty Deed, as recorded in O. R. Book 8539, Page 802, as recorded in the Broward County records, said point being the POINT OF BEGINNING; thence South 88° 30' 36" West along said line, 2660.70 feet; thence North 88° 08' 04" West along the North line of said Sample Road, 502.41 feet; thence North 44° 04' 59" West, 48.67 feet to a point on a line, 45.00 feet East of and parallel with the West line of Blocks 88 and 91, "PALM BEACH FARMS COMPANY PLAT NO. 3", according to the plat thereof, as recorded in Plat Book 2, Pages 45 thru 54 inclusive, of Palm Beach County, Florida; thence North 00° 01' 54" West along said parallel line and its projection, 165.59 feet; thence North 00° 03' 24" West, 684.86 feet along said parallel line to a point on the North line of Tract 55, of said Block 88; thence North 89° 59' 06" East along the North line of Tracts 55 thru 58 inclusive, a distance of 1275.00 feet to a point on the West line of Tract 50, of said Block 88; thence North 00° 03' 24" West along said line, 660.00 feet to the Northwest corner of Tract 50; thence North 89° 59' 06" East along the North line of Tracts 50 thru 46 inclusive, 1900.96 feet to a point on the East line of the Southwest one-quarter (S.W. ¼) of said Section 17; thence South 00° 49' 05" East along the East line of said Southwest one-quarter (S.W. ¼) of Section 17, a distance of 1493.66 feet to the POINT OF BEGINNING, containing 92.72 acres more or less.

8760 PG 859

Exhibit "B"

(illegible)

All of said lands lying in the City of Coconut Creek, Broward County, Florida, containing in aggregate 117.50 acres more or less.

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

Prepared by:
Biscayne Engineering Co., Inc.
Engineers, Planners & Surveyors
6010 North University Drive
Tamarac, Florida
Project No. 57980
February 27, 1980

87760 PAGE 860

82-221129

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
THE TOWNSHIP

THIS AMENDMENT made by MINTO BUILDERS (FLORIDA), INC., a Florida corporation, formerly known as Tartan Minto Corporation, a Florida corporation ("Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant is the owner of certain real property located in Broward County, Florida, more particularly described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Property is subject to that certain Declaration of Covenants, Conditions and Restrictions of The Township recorded in Official Records Book 8760 at Page 924 of the Public Records of Broward County, Florida (the "Declaration"); and

WHEREAS, Article II, Section 1 of the Declaration states that the Declarant shall have the full power to add to, substract from or make changes in the Development Plan as defined therein; and

WHEREAS, Declarant desires to amend the Declaration such that the Property shall no longer be held, transferred, sold, conveyed, given, donated, leased or in any way subject to the Declaration; and

WHEREAS, Article X, Section 3 of the Declaration states that the Declarant may amend the Declaration without consent of the members as defined therein for the purposes set forth in Article II of the Declaration.

NOW, THEREFORE, in accordance with the foregoing, Declarant hereby amends the Declaration such that the Property is no longer held, sold, conveyed, leased, mortgaged or otherwise subject to the Declaration. Further, the Declaration shall no longer charge or run with the property nor shall the Declaration be binding upon any parties which may subsequently acquire any right, title or interest in any or all of the Property.

82 AUG 20 PM 1:54

OFF REC 10355 PG 927

Prepared by:
Holland & Knight Law Offices
Irvin J. Payne
One Corporate Plaza
110 East Broward Blvd.
Suite 1600
Fort Lauderdale, Fl. 33301

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

12-45

IN WITNESS WHEREOF, Declarant has executed this Amendment on August 16, 1982.

Signed, sealed and delivered
in the presence of:

MINTO BUILDERS (FLORIDA), INC.
a Florida corporation

BY: _____ (SEAL)
Exec. V.P.

The foregoing Amendment was acknowledged before me this 16th day of August, 1982, by Michael S. Rubin, Exec. Vice-Pres. of MINTO BUILDERS (FLORIDA), INC., a Florida corporation, on behalf of the Corporation.

Notary Public,
State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires February 10, 1985
Bonded Through Hartford Insurance

OFF REC 10355 PG 928

SKETCH AND LEGAL DESCRIPTION

A PORTION OF TRACT 51, BLOCK 90 OF THE PLAT OF "PALM BEACH FARMS COMPANY PLAT NO. 3" AS RECORDED IN PLAT BOOK 2, PAGES 45 THRU 54 INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST (S.E.) CORNER OF SAID TRACT 51; THENCE N.00°01'54"W. ALONG THE EAST LINE OF SAID TRACT 51 A DISTANCE OF 337.37 FEET; THENCE S.89°59'06"W. A DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING; THENCE N.00°01'54"W. ALONG A LINE PARALLEL WITH AND 220.00 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID TRACT 51 A DISTANCE OF 243.29 FEET; THENCE S.89°59'06"W. A DISTANCE OF 59.12 FEET TO A POINT LYING ON A CIRCULAR CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF S.27°20'46"E. THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 530.23 FEET AND A CENTRAL ANGLE OF 27°18'52", A DISTANCE OF 252.78 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF COCONUT CREEK, BROWARD COUNTY, FLORIDA AND CONTAINING 0.108 ACRES MORE OR LESS.

I HEREBY CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DANIEL L. CARNAHAN
REGISTERED LAND SURVEYOR #3002
STATE OF FLORIDA

NOTES:
A) REPRODUCTIONS OF THIS SKETCH AND LEGAL DESCRIPTION ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
B) LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD.

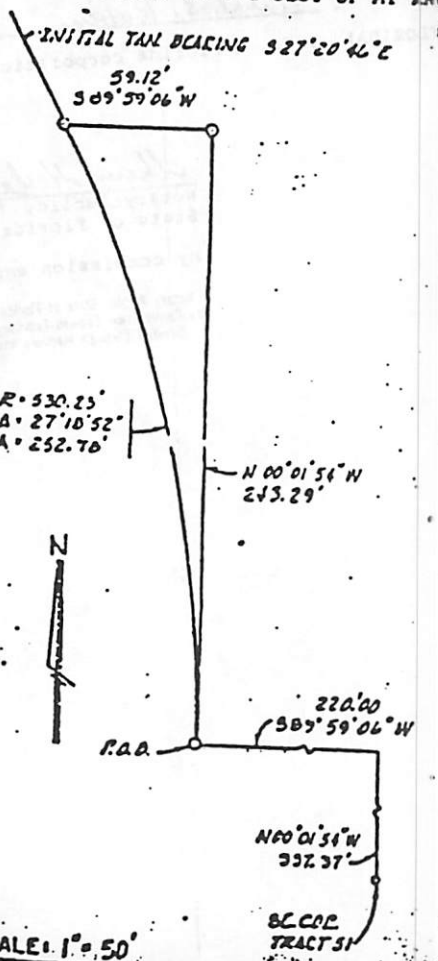


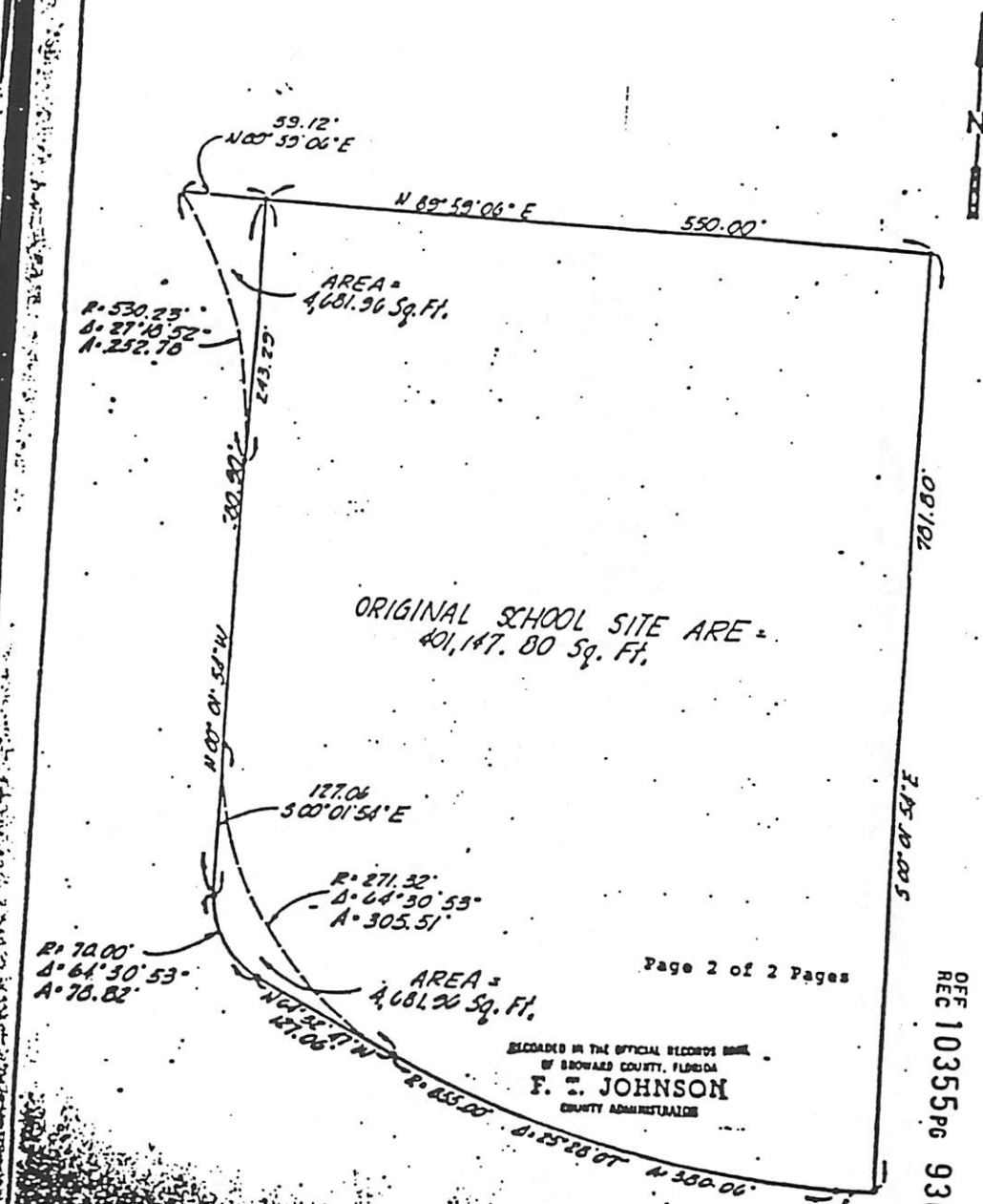
EXHIBIT "A"

Page 1 of 2 Pages

OFF REC 10355 PG 929

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.
CONSULTING ENGINEERS - LAND SURVEYORS
LAND DEVELOPMENT CONSULTANTS
6111 LYONS ROAD - MARGATE, FL. 33063 - 305-972-3959

SKETCH OF GRADE-OFF FOR SCHOOL SITE



Page 2 of 2 Pages

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

OFF REC 10355 PG 930

SCALE 1" = 100'

REV: 9-15-81 BOUNDARY L.F.

DANIEL CARNAHAN CONSULTING ENGINEERS, INC.
CONSULTING ENGINEERS LAND SURVEYORS
LAND DEVELOPMENT CONSULTANTS
1018 N. STATE ROAD 7 MARGATE, FL 33063 305-972-3959

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

82-336236

CERTIFICATE OF AMENDMENT

I, James Muschany, Secretary of the Township Community Master Association, Inc., a Florida corporation not-for-profit, hereinafter referred to as the "Corporation" do hereby certify that the following resolution was duly adopted by the Board of Directors of the Corporation by means of unanimous written action dated November 30, 1982:

WHEREAS, the Corporation has been organized to operate that certain planned unit development known as The Township (the "Project") pursuant to that certain Declaration of Covenants, Conditions and Restrictions of The Township recorded in Official Records Book 8760 at Page 924 of the Public Records of Broward County, Florida (the "Declaration");

WHEREAS, the Declaration provides that same may be amended at any time provided that three-fourths (3/4) of the votes cast by the members of the Corporation present at a duly called and held meeting of the Corporation vote in favor of the proposed amendment;

WHEREAS, the required number of votes have elected, at a duly called and held meeting of the members of the Corporation on 11/30, 1982, to amend the Declaration in the manner hereinafter set forth.

NOW, THEREFORE, be it resolved that the Declaration be amended as follows:

1. Article VII, Section 5.A. is hereby replaced in its entirety with the following:

"Group 1 Units. Each Family Dwelling Unit and Residential Unit shall be equal to one (1) Group 1 Unit. Each Multi-Family Tract shall be equal to a number of Group 1 Units which is equal to the maximum number of Family Dwelling Units which may, under existing and applicable zoning, be built upon such Multi-Family Tract."

2. Article VII, Section 5.B. is hereby replaced in its entirety with the following:

"Group 2 Units. Each Commercial Unit shall be equal to one (1) Group 2 Unit. Each Commercial Site shall be equal to a number of Group 2 Units which is equal to the maximum number of Commercial Units which may, under applicable and existing zoning, be built upon such Commercial Site."

3. Article VII, Section 6.A. is hereby replaced in its entirety with the following:

"Each Group 1 property Owner shall pay an annual assessment equal to the sum of his proportionate share of the General

'82 DEC 15 AM 11:44

OFF REC 10561 PG 672

LAW OFFICES
HOLLAND & KNIGHT

13.00 A

Expenses plus his proportionate share of the Residential Expenses. The proportionate share of General Expenses for each Group 1 property Owner shall be determined by multiplying the General Expenses by a fraction, the numerator of which is equal to the number of Group 1 Units owned by such Owner, and the denominator of which is equal to the total number of all Group 1 and Group 2 Units. The proportionate share of Residential Expenses for each Group 1 property Owner shall be determined by multiplying the Residential Expenses by a fraction, the numerator of which is equal to the number of Group 1 Units owned by such Owner, and the denominator of which is equal to the total number of Group 1 Units."

4. Article VII, Section 6.B. is hereby replaced in its entirety with the following:

"Each Group 2 property Owner shall pay an annual assessment equal to the sum of his proportionate share of the General Expenses plus his proportionate share of the Commercial Expenses. The proportionate share of General Expenses for each Group 2 property Owner shall be determined by multiplying the General Expenses by a fraction, the numerator of which is equal to the number of Group 2 Units owned by such Owner, and the denominator of which is equal to the total number of all Group 1 and Group 2 Units. The proportionate share of Commercial Expenses for each Group 2 property Owner shall be determined by multipying the Commercial Expenses by a fraction, the numerator of which is equal to the number of Group 2 Units owned by such Owner, and the denominator of which is equal to the total number of Group 2 Units."

I FURTHER CERTIFY that the foregoing resolution has not been modified or rescinded by the Board of Directors of the Corporation, and is still in full force and effect as of this date.

Dated this 30 day of November, 1982, at the City of Cocomut Creek, State of Florida.

Signed, sealed and delivered in the presence of:

THE TOWNSHIP COMMUNITY [illegible] ASSOCIATION, a Florida corporation not-for-profit

By: _____ Secretary

OFF REC 10561 PG 673

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing Certificate of Amendment was acknowledged before me this 2nd day of December, 1982, by James S. Mischang, Secretary of The Township Community Master Association, Inc., a Florida corporation not-for-profit, on behalf of the Corporation.

Notary Public, State of Florida at Large

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires February 10, 1985
Bonded Through Hartford Insurance

87070014a1027:84

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

OFF REC 10561 Pg 674

82-336236

CERTIFICATE OF AMENDMENT

I, James Muschany, Secretary of the Township Community Master Association, Inc., a Florida corporation not-for-profit, hereinafter referred to as the "Corporation" do hereby certify that the following resolution was duly adopted by the Board of Directors of the Corporation by means of unanimous written action dated November 30, 1982:

WHEREAS, the Corporation has been organized to operate that certain planned unit development known as The Township (the "Project") pursuant to that certain Declaration of Covenants, Conditions and Restrictions of The Township recorded in Official Records Book 8760 at Page 924 of the Public Records of Broward County, Florida (the "Declaration");

WHEREAS, the Declaration provides that same may be amended at any time provided that three-fourths (3/4) of the votes cast by the members of the Corporation present at a duly called and held meeting of the Corporation vote in favor of the proposed amendment;

WHEREAS, the required number of ...e elected, at a duly called and held meeting of the ...ers of the Corporation on 11/30, 1982, to amend the Declaration in the manner hereinafter set forth.

NOW, THEREFORE, be it resolved that the Declaration be amended as follows:

1. Article VII, Section 5.A. is hereby replaced in its entirety with the following:

> "Group 1 Units. Each Family Dwelling Unit and Residential Unit shall be equal to one (1) Group 1 Unit. Each Multi-Family Tract shall be equal to a number of Group 1 Units which is equal to the maximum number of Family Dwelling Units which may, under existing and applicable zoning, be built upon such Multi-Family Tract."

2. Article VII, Section 5.B. is hereby replaced in its entirety with the following:

> "Group 2 Units. Each Comm...al Unit shall be equal to one (1) Gro... 2 Unit. Each Commercial Site shall be equal to a number of Group 2 Units which is equal to the maximum number of Commercial Units which may, under applicable and existing zoning, be built upon such Commercial Site."

3. Article VII, Section 6.A. is hereby replaced in its entirety with the following:

> "Each Group 1 property Owner shall pay an annual assessment equal to the sum of his proportionate share of the General

OFF REC 10561 PG 672

Return to:

Expenses plus his proporti[illegible] share of the Residential Expenses. [illegible] proportionate share of General Expenses for each Group 1 property Owner shall be determined by multiplying the General Expenses by a fraction, the numerator of which is equal to the number of Group 1 Units owned by such Owner, and the denominator of which is equal to the total number of all Group 1 and Group 2 Units. The proportionate share of Residential Expenses for each Group 1 property Owner shall be determined by multiplying the Residential Expenses by a fraction, the numerator of which is equal to the number of Group 1 Units owned by such Owner, and the denominator of which is equal to the total number of Group 1 Units."

4. Article VII, Section 6.B. is hereby replaced in its entirety with the following:

"Each Group 2 property Owner shall pay an annual assessment equal to the sum of his proportionate share of the General Expenses plus his proportionate share of the Commercial Expenses. The proportionate share of General Expenses for each Group 2 property Owner shall be determined by multiplying the General Expenses by a fraction, the numerator of which is equal to the number of Group 2 Units owned by such Owner, and the denominator of which is equal to the total number of all Group 1 and Group 2 Units. The proportionate share of Commercial Expenses for each Group 2 property Owner shall be determined by multipying the Commercial Expenses by a fraction, the numerator of which is equal to the number of Group 2 Units owned by [illegible] and the denominator of which is equal to the total number of Group 2 Units."

I FURTHER CERTIFY that the foregoing resolution has not been modified or rescinded by the Board of Directors of the Corporation, and is still in full force and effect as of this date.

Dated this 30 day of November, 1982, at the City of Coconut Creek, State of Florida.

Signed, sealed and delivered in the presence of:

Diane L. Dolbee

Mary Mullaff

THE TOWNSHIP [illegible]ITY MASTER ASSOCIA[illegible] [illegible]orida corporation not-for-profit (SEAL)

By: James S. Murchany
Secretary

LAW OFFICES

EC 10561 PG 673

(d) All of the terms and conditions in connection with the Escrow Agent's duties and responsibilities, and the right of the Developer hereunder are contained in this Escrow Agreement, and the Escrow Agent is not expected nor required to be familiar with the provisions of any other instrument or agreement, including, without limitation, any Contract, and shall not be charged with any responsibility or liability in connection with the observance or nonobservance, by any person, of the provisions of any other such instrument or agreement, including, without limitation, any Contract.

(e) The Escrow Agent may act or refrain from acting in respect of any matter referred to in this Escrow Agreement or additional instructions received in the performance of its duties in full reliance upon the advice of counsel which may be selected by it, and shall be fully protected in so acting or refraining from acting upon the advice of such counsel.

(f) The Escrow Agent may obey and comply with any order or process of a court (whether or not such court shall have jurisdiction) commanding it to do or to refrain from some act in relation to the subject matter of this Escrow Agreement. It may rely and continue to rely conclusively upon such order of process, notwithstanding that it may be found subsequently to be void or voidable, until the General Counsel of the Escrow Agent shall have actual knowledge that such order or process shall been modified, annulled, set aside or quashed.

(g) Nothing contained herein shall be deemed to obligate the Escrow Agent to pay or transfer any funds hereunder unless the same shall have been received by the Escrow Agent under the provisions of this Escrow Agreement, and, if funds are received in check or draft form, until such funds have cleared. The Escrow Agent shall have no duty or obligation to collect any amounts at any time deposited with it and shall not be responsible for any defaults hereunder by any other party, or for the application of the funds received by it after the payment of such funds to the recipient of such funds.

(h) If there shall be disagreement about the interpretation of this Escrow Agreement, or about the rights and obligations, or the propriety, of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, in its sole discretion: i) refrain from taking any action hereunder, and/or ii) file an action in interpleader to resolve the said disagreement. The Escrow Agent shall be indemnified for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a Final Judgment in the interpleader action is received.

(i) It shall be the sole responsibility of the Developer to file any and all appropriate documents (including this fully executed Escrow Agreement) with the Division pursuant to Chapter 718 of the Florida Statutes.

10. Resignation and Removal of the Escrow Agent. The Escrow Agent may resign upon fifteen (15) days written notice to the Developer. If a successor escrow agent is not appointed within this fifteen (15) day period, the Escrow Agent may petition a court of competent jurisdiction to name a successor. The Developer shall have the right upon fifteen days written notice to replace the Escrow Agent with a successor escrow agent(s) named by the Developer. Provided all sums then due to the Escrow Agent shall have been paid, the Escrow Agent shall turn over to the successor escrow agent(s), all funds, documents, records and properties deposited with the Escrow Agent in connection herewith and shall have no further liability hereunder.

11. Reimbursement and Indemnification. The Developer agrees to reimburse the Escrow Agent on demand for any and all reasonable expenses, disbursements and advances incurred or made by the Escrow Agent in performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel). In addition, the Developer shall indemnify and hold harmless the Escrow Agent, and its agents, servants, employees, officers and representatives, from any and all losses, damages, claims, liabilities, judgments, or expenses of every kind and nature, including, without limitation, reasonable attorneys' fees and expenses at trial and upon appeal, and court costs, which may at any time be incurred by reason of the Escrow Agent's acceptance of, and its performance under, this Escrow Agreement. The provisions of this paragraph shall survive the termination of this Escrow Agreement.

12. Termination. This Escrow Agreement shall terminate upon the earlier of three years from the date hereof or at such time as sales of all units in the Condominium Project have been closed, unless otherwise extended in writing by the parties hereto. In the event this Escrow Agreement shall terminate and the Escrow Agent shall retain escrowed funds, the Escrow Agent agrees to continue to act as the Escrow Agent under the terms of this Agreement until such time as a successor is appointed; subject, however, to any right of the Escrow Agent to resign pursuant to paragraph 10 of this Escrow Agreement.

13. Timing. Upon the execution hereof by the Developer and the Escrow Agent, this Escrow Agreement will be in full force and effect and will be binding upon the Developer and the Escrow Agent. Notwithstanding the foregoing, unless and until such time as the Division executes this Escrow Agreement and a

fully executed copy of this Escrow Agreement is delivered to the Escrow Agent, all provisions contained herein relating to letters of credit will not be of any force or effect.

14. Books and Records. The Escrow Agent shall keep separate records and accounts for the Sales Deposits. The Escrow Agent shall monthly furnish a Statement respecting the Sales Deposits to the Developer. Such Statement shall set forth unit number, the name of the proposed purchaser and the amount held in escrow, together with the total amount of any interest earned on the Regular Escrow Account and the Special Escrow Account. The Escrow Agent agrees that the Division shall have the right to inspect the books and records of the Escrow Agent relating to the Sales Deposits upon the Division's reasonable notice.

15. Miscellaneous.

(a) The rights created by this Escrow Agreement shall inure to the benefit of, and the obligations created thereby shall be binding upon, the successors and assigns of the Escrow Agent and the Developer.

(b) The laws of the State of Florida shall govern this Escrow Agreement.

(c) The Developer shall not enter into any Contracts with the Purchasers unless such Contracts contain the following provisions:

(i) Neither the Developer nor the Purchaser shall pledge or assign its interest in a Sales Deposit to any third party; and

(ii) All changes and amendments to any Contract will be sent to the Escrow Agent. No amendment of a Contract which affects the rights, duties or obligations of the Escrow Agent shall be effective without the written consent of the Escrow Agent, which consent shall not be unreasonably withheld.

(iii) The Escrow Agent shall disburse all interest on the Sales Deposit to the Developer and the Developer will pay to the Purchaser any interest that may be due and owing to the Purchaser, if any.

(iv) The Developer shall be entitled to keep all accrued interest on a Sales Deposit if (1) the Purchaser defaults in the performance of his obligations under the Purchase and Sale Agreement or (2) the transaction closes. If the Buyer properly terminates the Purchase and Sale Agreement, the Developer shall pay to the Purchaser an amount equal to all accrued interest on the Sales Deposit.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Frank Rodgers
(As to Developer)

(As to Developer)

(As to Escrow Agent)

(As to Escrow Agent)

Carolyn Cannon
(As to Division)

Cathie Woodham
(As to Division)

MINTO BUILDERS (FLORIDA), INC.

By: Michael Greenberg
Its: President
Dated:

BARNETT BANK OF SOUTH FLORIDA, N.A.

By:
Its: Sr. Vice Pres.
Dated 3-2-89

DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS AND MOBILE HOMES

By:
Its: Director
Dated: 3-14-89

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7. Disbursement to Closing Agent. Upon the Developer's written request, the Escrow Agent, in preparation for closing of a Contract, may transfer a Sales Deposit, excluding accrued interest thereon, with respect to the condominium unit to be closed to the title insurance agent or attorney who is processing the closing, provided that such agent or attorney has agreed in writing to comply with the terms and conditions of this Escrow Agreement with respect to such Sales Deposit.

8. Letter of Credit. Escrow Agent shall notify the Developer of any instruction that the Escrow Agent receives from the Director or any Purchaser which requires the Escrow Agent to draw down sums under the letter of credit. Within five (5) days of receiving such notice, the Developer may:

(a) Pay to the Escrow Agent the cash equivalent of the sum requested by such notice, in which event the Escrow Agent shall disburse such sum to the Director or the Purchaser, as the case may be; or

(b) Instruct the Escrow Agent in writing that the Escrow Agent shall not draw down on the letter of credit, in which event the Escrow Agent shall notify the Purchaser or the Director, as the case may be, of such instruction and only deal with the letter of credit in accordance with an order of a court of competent jurisdiction; or

(c) Do nothing, in which event the Escrow Agent shall, after five (5) days have elapsed since the date of its notice to Developer, draw down such sum under the letter of credit and remit same to the Purchaser or the Director, as the case may be.

If the Escrow Agent is unwilling or unable to draw down on the letter of credit and the Division wishes to draw down on the letter of credit instead, the Division shall so notify the Developer of such fact. Within five (5) days of receiving such notice, Developer may:

(a) Pay to the Division the cash equivalent of the sum requested by such notice, in which event the Division shall disburse such sum to the Purchaser; or

(b) Do nothing, in which event the Division shall, after five (5) days have elapsed since the date of its notice to Developer, draw down such sum under the letter of credit and remit same to the Purchaser.

Notwithstanding anything to the contrary herein, if the Escrow Agent receives notice from the issuer that the letter of

credit will expire or be terminated within a certain number of days, the Escrow Agent shall draw down all sums under the letter of credit prior to its expiration or termination but not earlier than seven (7) days after it has delivered notice to Developer of such notice from the issuer, provided, however, if the Developer causes the letter of credit to be extended or replaced with a substitute letter of credit within such seven (7) day period, the Escrow Agent shall not draw down any sums under the letter of credit.

The Escrow Agent shall return any letter of credit to the Developer at any time that the Developer shall deliver to the Escrow Agent (i) the total of all Sales Deposits disbursed to the Developer under the letter of credit less any of same which have been disposed of in accordance with Section 8(a), (b), (c) or (d) of this Escrow Agreement, and (ii) a written statement that the Developer is no longer holding any outstanding Sales Deposits under Section 3 of this Escrow Agreement.

9. Duties and Responsibilities of the Escrow Agent.

(a) The Escrow Agent shall hold all escrowed funds in interest bearing accounts.

(b) Any notice, demand or other communication to the Escrow Agent, the Developer or the Purchaser provided for herein shall be in writing and shall be deemed to have been given when personally delivered, with receipt acknowledged, or when sent by postage prepaid U.S. mail and addressed as follows: if to a Purchaser, to the name and address set forth in his Contract; if to the Developer or the Escrow Agent, to its respective address set forth in the initial paragraph hereof; or to such other person or address as the Purchaser, the Developer or the Escrow Agent shall designate to each other from time to time in writing pursuant to this paragraph.

(c) The Escrow Agent shall be entitled to rely and act upon any instruction, offer, judgment, certification, affidavit, demand, notice, opinion, instrument or other written document delivered to it hereunder without being required to determine: (i) the validity and authenticity of such document, (ii) the correctness of any fact stated therein, (iii) the legal status of the Developer or any Purchaser, (iv) the propriety of the service thereof, (v) the existence of any condition precedent thereto, or (vi) the capacity, identity, or authority of any party purporting to sign or deliver such document.

4. Special Account. That portion of each Sales Deposit in excess of 10% of the purchase price under that Contract shall be deposited in an interest bearing special escrow account ("Special Account"). The Developer may withdraw such Sales Deposits in excess of 10% of the purchase price for use in accordance with the provisions of Section 718.202(3) of the Florida Statutes. The Escrow Agent shall disburse from the Special Account to the Developer such Sales Deposits in excess of 10%, upon receipt of the written certification of the Developer that the Developer intends to apply all such Sales Deposits in accordance with Section 718.202(3) of the Florida Statutes and construction has begun on the Condominium Project.

5. Disbursement of Sales Deposits. The Escrow Agent shall disburse Sales Deposits excluding accrued interest thereon as follows:

(a) To the Purchaser within seven (7) days after receipt of the Developer's written certification that the Purchaser has properly terminated his Contract pursuant to its terms and Chapter 718 of the Florida Statutes.

(b) To the Developer within seven (7) days after the Escrow Agent's receipt of the following:

(i) Photocopy of dated and executed notice sent to the Purchaser by the Developer stating Developer's intention to withdraw the Sales Deposit because the Purchaser has defaulted in the performance of its obligations under the Contract;

(ii) Developer's written certification that the Purchaser's Contract has been terminated by reason of said Purchaser's failure to cure a default in performance of the Purchaser's obligations under the Contract; and

(iii) Original written request for withdrawal dated and executed by the Developer;

provided, however, that no disbursement shall be made under this subparagraph (b), if prior to the disbursement the Escrow Agent receives from the Purchaser written notice of a dispute between the Purchaser and the Developer, in which case the Escrow Agent may proceed in accordance with the other provisions of this Escrow Agreement.

(c) To the Developer, within seven (7) days after receipt from the Developer or its agent of an original written certificate and a photocopy of a closing statement reflecting

that the transaction for the sale and purchase of the subject unit has been closed and consummated; provided, however, that no disbursement shall be made under this subparagraph (c), if prior to the disbursement the Escrow Agent receives from the Purchaser written notice of a dispute between the Purchaser and the Developer, in which case the Escrow Agent may then proceed in accordance with the other provisions of this Escrow Agreement.

(d) To the Purchaser or the Developer, upon, and in accordance with, written direction duly executed by the Developer and the Purchaser.

(e) With respect to amounts held in the Regular Escrow Account, to the Developer within seven (7) days after receipt of (i) a letter of credit complying with the provisions of Section 3 of this Escrow Agreement and accepted by the Division and (ii) an original written request for withdrawal dated and executed by the Developer. The Developer agrees to pay to each Purchaser whose Sales Deposit has been withdrawn from the Regular Escrow Account pursuant to this provision the amount so withdrawn within seven (7) days after the Purchaser has properly terminated his Contract pursuant to its terms and Chapter 718 of the Florida Statutes.

(f) With respect to amounts held in the Special Escrow Account, to the Developer within seven (7) days after receipt of (i) the Developer's written certification that construction has begun on the Condominium Project that amounts disbursed to the Developer will be applied by the Developer in accordance with Section 718.202(3) and (ii) an original written request for withdrawal dated and executed by the Developer. The Developer agrees to pay to each Purchaser whose Sales Deposit has been withdrawn from the Special Escrow Account pursuant to this Escrow Agreement the amount so withdrawn within seven (7) days after the Purchaser has properly terminated his Contract pursuant to its terms and Chapter 718 of the Florida Statutes.

6. Disbursement of Accrued Interest on the Sales Deposits. The Escrow Agent shall pay all accrued interest on the Sales Deposits to the Developer monthly on the last day of each month. If a particular Sales Deposit is disbursed to any party pursuant to this Escrow Agreement, the Escrow Agent will pay interest on such Sales Deposit through the close of business on the day prior to the date of disbursement by the Escrow Agent; provided, however, such accrued interest will be disbursed to the Developer once each month as set forth above. Any interest that may be due and owing to a Purchaser on a particular Sales Deposit shall be paid by the Developer to the Purchaser. Under no circumstances will interest on the Sales Deposits be disbursed to any person or entity other than the Developer.

FILED
DIVISION OF FLORIDA
LAND SALES, CONDOMINIUMS
AND MOBILE HOMES
DATE 3-14-89
CLERK C. Woodham

ESCROW AGREEMENT FOR CONDOMINIUM SALES DEPOSITS
INTEREST BEARING ACCOUNT
NO PREVIOUSLY EXISTING RESERVATION PROGRAM
ALTERNATIVE ASSURANCE TO BE POSTED

THIS ESCROW AGREEMENT, made and entered into as of the 31st day of January, 1989, by and among Minto Builders (Florida), Inc. (the "Developer"), a Florida corporation, whose mailing address is 2400 Lyons Road, Coconut Creek, Florida 33063; BARNETT BANK OF SOUTH FLORIDA, N.A., a national banking association (the "Escrow Agent"), whose mailing address is Barnett Bank of South Florida, N.A., Executive Banking Department, 1900 Tyler Street, Hollywood, Florida 33020; and the Division of Florida Land Sales Condominiums and Mobile Homes, of the Department of Business Regulation of the State of Florida (the "Division"), whose mailing address is 2571 Executive Circle, Howard Building, Tallahassee, Florida 32301.

W I T N E S S E T H:

WHEREAS, the Developer proposes to construct and develop a condominium project consisting of approximately 336 residential units to be known as Alexandra Village consisting of Alexandra Village "A" through "L" Condominiums (the "Condominium Project") in a planned unit development known as Platina in Palm Beach County, Florida. The parties acknowledge that the Developer, with the Escrow Agent's approval, which shall not be unreasonably withheld, has the right from time to time during the term of this Escrow Agreement to add or delete condominium projects. In such event, the parties shall execute an Addendum to this Escrow Agreement to evidence such changes;

WHEREAS, the Developer intends to enter into contracts with prospective purchasers (the "Purchasers") for sale and purchase of units in the Condominium Project ("Contracts");

WHEREAS, the Developer desires to make arrangements to escrow the sales deposit(s) ("Sales Deposit") on each Contract in accordance with the provisions of Chapter 718 of the Florida Statutes;

WHEREAS, the Developer may withdraw each Sales Deposit as provided in the Contracts and this Escrow Agreement; and

WHEREAS, the Escrow Agent has consented to hold all payments it receives pursuant to the terms and provisions hereof.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Escrow of Deposits. All Sales Deposits received by the Developer will be delivered to the Escrow Agent pursuant to this Agreement. From time to time but not more frequently than on the first and fifteenth day of each calendar month, the Developer will deliver checks from the Purchasers payable or endorsable to the Escrow Agent, which will represent the Sales Deposits on each Contract, together with a copy of each Contract. The Escrow Agent shall provide a Purchaser with a receipt for Purchaser's Sales Deposit upon request.

2. Regular Account. That portion of each Sales Deposit which is equal to or less than 10% of the purchase price under that Contract shall be deposited in an interest bearing escrow account (the "Regular Escrow Account").

3. Alternative Assurance. From time to time the Developer may deliver to Escrow Agent and the Division an irrevocable and unconditional letter of credit having an original expiration date of not less than one year from the date of issuance, issued by a bank or savings and loan in favor of Escrow Agent and the director of the Division (the "Director"). The letter of credit shall be automatically renewable and provide that the issuer will give the Escrow Agent, Director and Developer not less than 45 days written notice prior to exercising any option not to renew the letter of credit. A copy of the letter of credit, certified by the issuer as a true copy of the original, shall be delivered to the Division. At all times the amount of the letter of credit and the amount of the Sales Deposits held in the Regular Escrow Account must equal or exceed the amount of Sales Deposits that would otherwise be required to be held in the Regular Escrow Account by Section 718.202 of the Florida Statutes. So long as the letter of credit complies with the foregoing and has been approved by the Division, the Developer will be entitled to withdraw all of the Sales Deposits held in the Regular Escrow Account up to the amount of such letter of credit. The Developer may increase or decrease the amount of the letter of credit or provide additional letters of credit with the prior approval of the Division and the Escrow Agent.

EXHIBIT "6"

-to-

OFFERING CIRCULAR

ESCROW AGREEMENT

common, and shall, as to his separate interest, continue to be a party to this Agreement and be bound by the provisions hereof, and the Management Firm shall manage such interest pursuant to the provisions of this Agreement as the nature of such interest and the context of this Agreement shall permit.

22. Conflict with the Condominium Act of the Declaration: The delegation of any power and/or duty by the Board to the Management Firm which is not permitted as a matter of law as of the date of this Agreement shall be deemed to be deleted therefrom with the same force and effect as though the delegation of power and/or duty had not appeared herein, and such delegation shall not affect the validity of the remainder of this Agreement. The applicable terms and provisions of the Declaration, the Articles and the By-Laws shall be deemed paramount to the terms and provisions of this Management Agreement, and where applicable, the terms and provisions of this Agreement shall be deemed amended to comply with the foregoing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 10 day of SEPT, 1987.

Signed, Sealed and Delivered in the presence of:

Management Firm:

ASSURED MANAGEMENT, INC.

William B. Kuntz, Owner

STATE OF FLORIDA) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 10 day of SEPT, 1987, by William B. Kuntz as Owner of ASSURED MANAGEMENT, INC., a Florida corporation, on behalf of the corporation.

Notary Public
State of Florida at Large

My commission expires:

Signed, Sealed and Delivered in the presence of:

Association:
KARANDA VILLAGE V
CONDOMINIUM ASSOCIATION, INC.

President

Secretary

STATE OF FLORIDA) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 10 day of SEPT, 1987, by MONA GALBRAITH as President of KARANDA VILLAGE V, a Florida corporation not-for-profit, on behalf of the corporation.

Notary Public
State of Florida at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 29, 1988
BONDED THROUGH MUROSKI-ASHTON INC

services to the services performed hereunder for other condominium or homeowner associations, and to require the Management Firm to cost account with regard to such other associations and the Association as to other properties managed by the Management Firm would substantially increase the costs of administration hereunder, the burden of which is partly that of the Association.

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

11. Right to Enforce the Declaration: The Management Firm shall have the right to enforce the terms and conditions of the Declaration, the Articles, the By-Laws and the Rules and Regulations of the Association, as they may be amended from time to time, and in the event any Unit Owner or resident of the Condominium, or their guests or invitees, fails to comply therewith, then the Management Firm shall have the right to take any action which the Association may otherwise have taken to cure such non-compliance. In any legal proceedings arising out of an alleged failure of a Unit Owner or resident of the Condominium, or their guests or invitees, to comply with the terms of the Declaration, the Articles, the By-Laws, and/or the Rules and Regulations, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees awarded to the Management Firm in connection with any action against any Unit Owner shall be assessed against the Unit Owner as in the case of any other Assessment.

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

13. Renewal: This Agreement may be renewed upon such terms and conditions as are mutually agreed upon in writing by the Association and the Management Firm. The Board shall be authorized to enter into such renewal agreement with the Management Firm, on behalf of the Association, upon the approval of a majority or the Association members present in person, or by proxy, at a meeting of the members at which a quorum is present, and which meeting is called in accordance with the Declaration, the Articles and the By-Laws. At the Management Firm's option, the renewal agreement shall be recorded in the public records of the county in which the Condominium is located.

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

15. No Modification: This Agreement may not be amended or modified in whole or in part, except by an instrument in writing signed by the Management Firm and the Association.

16. Binding Effect: All covenants, promises, conditions and obligations herein contained or implied by law, are covenants running with the Condominium lands, and same shall attach to, and be binding upon, the Management Firm and the Association, and their respective successors and assigns, and the present and future owners of the Condominium, and their heirs, personal representatives, successors and assigns.

17. Entire Agreement: This instrument, together with the Declaration, the Articles and the By-Laws, as same relate to this Agreement, constitute the entire agreement between the parties and no prior written documents, and no prior or contemporaneous oral statements, representations, promises, or understandings not embodied in this Agreement shall be of any force and/or effect.

18. Validity and Conflict: The invalidity in whole or in part of any covenant, promise or undertaking, or any section, sub-section, sentence, clause, phrase or word, or of any provision of the Agreement, or the Declaration, the Articles or the By-Laws, shall not effect the validity of the remaining portions thereof. In the event of any conflict between this Agreement and the Condominium Act, this Agreement shall control where variances are permitted; otherwise, the Condominium Act shall control and shall be deemed incorporated herein.

19. Gender, etc.: Whenever used herein, the singular shall include the plural, and the use of any gender shall include all genders, wherever the same shall be appropriate.

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

MANAGEMENT FIRM: ASSURED MANAGEMENT, INC.
1061 W. Oakland Park Blvd., Suite 233
Ft. Lauderdale, FL 33311

ASSOCIATION: Karanda Village V Condominium Association, Inc.

Notice by certified mail, return receipt requested, shall be effective the day after said notice is properly mailed, and notice by any other means shall be only effective upon delivery to the party being notified.

21. Termination of the Condominium: If the Condominium is terminated as provided in the Declaration, then each of the Condominium Unit Owners shall thereby become a tenant-in-

the Management Firm, but shall be in the name of the Association.

5.11 May cause one or more of its'. representatives to attend meetings of the Unit Owners and/or of the Board; however, it is understood and agreed that the Minutes of all the Association's meetings, whether of Unit Owners or of the Board, shall be taken by the Association's Secretary and possession of the Minute Book shall be in the custody of the Secretary who shall be solely responsible for preparing and furnishing notices of all meetings to the required parties, unless the Management Firm, at its' option, elects to do so.

5.12 Promulgate, adopt and amend Rules and Regulations as it deems advisable, subject to the Board's approval, for the use and occupancy of the Condominium's Common Elements and Units therein, and to enforce same in accordance with the Declaration, the Articles and the By-Laws.

5.13 To cause such alterations and/or additions to the Common Elements or Limited Common Elements of the Condominium Property to be made as authorized by the Board and, where applicable, the Association members, pursuant to and in accordance with the Declaration, the Articles and the By-Laws. As to the foregoing, the Management Firm shall be paid for the cost of its' personnel, overhead materials and equipment related thereto, and any and all contractors, sub-contractors or materialmen as they are required therefore.

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

5.15 Exercise such other powers and rights delegated to it by the Association, if any which powers and rights are granted to the Association under the terms and provisions of the Declaration, the Articles and the By-Laws.

5.16 If maintenance of the Condominium or any portion thereof, including any Unit and/or Common Elements, is required due to loss by Act of God, casualty or other cause, which is other than normal wear and tear, then in such event, the Management Firm, upon approval by the Association, shall undertake to repair and restore such loss. The Management Firm shall be authorized and empowered to determine, assess, charge and levy the costs of repairing and restoring such loss, upon approval by the Association, among the Unit Owners in such proportions as it deems advisable pursuant to the Declaration, regardless of whether the loss or damage was, or was not, covered by insurance, and the total Assessment shall be equal to the cost of such repair, which shall include the costs of the Management Firm's personnel and overhead, materials and equipment, and any and all other contractors, sub-contractors or materialmen as are required. Should the loss be covered by insurance, the proceeds thereof shall be applied as a credit against the total costs of such repair and restoration, in such proportions as heretofore set forth

in th ...graph. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration, shall be from insurance proceeds, where same are received, and then from Assessments collected, and should there be a surplus of such funds, the surplus shall be distributed to or on behalf of the Unit Owners, as provided in the Declaration.

6. Disbursements from Association Funds Only: It is specifically understood that the Management Firm shall not be required to pay any Common Expenses out of its' own funds, and shall be only required to perform its' services and make disbursements to the extent that, and so long as, payments received from Association or other revenue, if any, of the Association are sufficient to pay the costs and expenses of such services and the amounts of such disbursements. If it shall appear to the Management Firm that the Assessments and other revenue, if any, of the Association are insufficient, the Management Firm shall forthwith determine such additional Assessment as is required and so advise the Association and its' members.

7. Management Firm's Fee: The Management Firm shall perform all of the services required of it hereunder at no cost and expense whatsoever to itself, but solely at the cost and expense of the Association. Notwithstanding the foregoing, expenses relating to Management Firm's own office overhead, including wages and salaries of its' executive personnel, shall be borne by Management Firm and not by the Association. As compensation, fee or profit for its' services hereunder during the term of this Agreement, the Management Firm shall receive a net fee, free of all charges and expenses, of Six Dollars ($6.00) Dollars per Unit per month for the management of the Condominium. The Management Firm's fee from the Association and its' members shall commence as of the date of this Agreement. Thereafter, the fee applicable to each month of this Agreement shall be due and payable in arrears on the first day of each month following the month to which the fee is applicable. The fee shall be based upon the number of Units existing within the Condominium during such prior month. In the event any Unit(s) is added to the Condominium on or before the 15th day of a calendar month, then the fee for each such Unit(s) applicable to that month shall be the full Six Dollars ($6.00); in the event any Unit(s) is added to the Condominium after the 15th day of a calendar month, then the fee for each such Unit(s) applicable to that month only shall be one-half (1/2) of the fee otherwise due for that month. In connection therewith, the Association shall notify the Management Firm as to the date(s) any Units are added to the Condominium pursuant to an amendment to the Declaration adding any phase.

8. Non-Interference by Association: The Association shall not interfere, nor permit or cause any of its' members, except the officers of the Association, to interfere, with the Management Firm in the performance of its' duties or the exercise of any of its' powers hereunder.

9. Other Associations Operated by Management Firm: The parties recognize that the Management Firm may be performing similar

claims; to otherwise exercise all the rights, powers and privileges of the insured parties; to receive all insurance proceeds on behalf of the insured parties, subject to the provisions of the Declaration, the Articles and the By-Laws.

5.07 To maintain the Association's financial record books, accounts or other records as provided in the Declaration, the Articles and the By-Laws, and as required by the Condominium Act; to issue certificates of account to members, their mortgages and lienors without liability for errors unless same are a result of gross negligence. Such records shall be kept at the office of the Management Firm and shall be available for inspection by the Unit Owners or their authorized representatives at reasonable times, and written summaries of the records shall be supplied at least annually to the Unit Owners or their authorized representatives. The Management Firm shall perform a continual internal audit of the Association's financial records for the purpose of verifying same, an independent or external audit shall be permitted at the Association's request, and at the Association's expense.

5.08 To maintain records sufficient to describe its' services hereunder including financial books and records sufficient to identify the source of all funds collected by it in its' capacity as Management Firm, and the disbursement thereof. Such records shall be kept in accordance with generally accepted accounting principals and will be kept at the office of the Management Firm and shall be available for inspection by Unit Owners or their authorized representatives at reasonable times. The Management Firm shall perform a continual internal audit of its' financial records relative to the services performed pursuant to this Agreement for the purpose of verifying same.

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

5.09.01 The Management Firm shall determine the annual operating budget of the Association for each calendar year during the term of this Agreement, subject, however to the approval of the Board. After the budget is so determined and approved, the Management Firm shall submit same to the Association, which budget shall set forth the Association's anticipated income and expenses for the year as well as each Unit Owner's share thereof. Should an increase in Assessments or a Special Assessment be required during the year, the same shall be determined and made by the Management Firm, subject to the approval of the Board, and the Management Firm shall notify each Unit Owner thereof and as to the portion of same payable by each Unit Owner. The Management Firm shall collect the Assessment from the Unit Owners based upon the foregoing. The Assessment as to each member of the Association shall be made payable to the Association. If the Management Firm fails to submit an operating budget for the ensuing year to the Association as set forth herein, the operating budget for the then current year shall be deemed to apply to the ensuing year, subject. however, to the right of the Management Firm to increase Assessments, or levy a Special Assessment during the year,

subject to the Board's approval, where the Management Firm deems that same is necessary or advisable. In any event, the operating budget and Assessments for Common Expenses shall be adopted and determined in accordance with the Declaration, the Articles and the By-Laws.

5.09.02 Notwithstanding the delegation by the Association to the Management Firm of its' power to determine and collect Assessment during the term of this Agreement, the Association retains the power to make those Assessments in accordance with the Declaration, the Articles and the By-Laws.

5.09.03 The Association shall aid and assist the Management Firm in any reasonable manner requested by the Management Firm as to the collection of Assessments. The Management Firm shall apply Assessments collected to those items specified in the By-Laws as the Association determines. In the event a Unit Owner fails to pay any Assessment as required by the Declaration, the Managements Firm, during the term of this Agreement, may file a lien against the Unit Owner's unit and/or take such other action to collect any unpaid Assessments as provided in the Declaration, the Articles and the By-Laws, as agent of the Association.

5.09.04 The Management Firm shall be authorized to assess a Unit Owner for those items of Special Assessments as set forth in the Declaration, the Articles and the By-Laws, if any, including, without limitation, Assessments for maintenance, repairs or replacements caused by the negligence or misuse by a Unit Owner, his family, servants, guests or invitees, or lessees; or failure of a Unit Owner to maintain those portion of his Unit and Limited Common Elements assigned to his Unit, as he is required to repair and maintain. The Management Firm is further authorized to assess a Unit Owner for Special Assessments for guests or invitees of the Unit Owner, whether residing in the Condominium or not, as to their use of the recreation areas, or for services, purchases, rental of equipment or otherwise, in the Condominium, including any special services or charges agreed upon between the Unit Owner and the Management Firm (i.e., providing special services on behalf of and at the request of the Unit Owner, such as putting up the Unit Owner's approved storm shutter, or providing personal services within the Unit Owner's unit, or providing a service or reporting information on behalf of a Unit Owner's unit as may be required by the Unit Owner's mortgagee). The Management Firm shall be under no duty or obligation to perform such personal services. Special Assessments referred to herein shall constitute a lien upon the appropriate Unit Owner's unit and shall be enforceable in the same manner as liens for Assessments for Common Expenses.

5.10 Deposit all funds collected from the Association's members, or otherwise accruing to the Association, in a special bank account(s) of the Management Firm in banks and/or savings and loan associations in the State of Florida, with suitable designation indicating their source, separate from similar funds collected by the Management Firm on behalf of other condominiums or entities which the Management Firm manages. Such account(s) shall be opened and controlled by

MANAGEMENT AGREEMENT

THIS AGREEMENT, is made and entered into by and between ASSURED MANAGEMENT, INC., a Florida corporation, its' successors and assigns (the "Management Firm"), and Karanda Village V Condominium Association, Inc., a Florida corporation not-for-profit, its' successors and assigns (the "Association").

PREAMBLE

The Association is the condominium association responsible for the maintenance and operation of the condominium known, or to be known as, Karanda Village V Condominiums (the "Condominium"), which is or may be located within the property described in Exhibit "A" attached hereto.

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

NOW, THEREFORE, the parties agree as follows:

1. The foregoing recitals are true and correct.

2. Definitions: Unless the context otherwise requires, the terms used in this agreement shall have the same meaning as are attributed to them in the Declaration of Condominium of Karanda Village V Condominium (the "Declaration") and in Chapter 718 of the Florida Statutes (the "Condominium Act").

3. Exclusive Manager: The Association does hereby employ the Management Firm as the exclusive manager of the Condominium property on an independent contractor basis and not as an employee of the Association; and the Management Firm hereby accepts such employment, in accordance with the terms and conditions contained herein, and subject to review, discretion, control and supervision of the Association.

4. Term: The term of this Agreement shall be for a period of one (1) year, commencing on September 10, 1987 , and shall be automatically extended for two (2) additional successive one-year terms, unless either party elects not to so extend this Agreement by delivering written notice to the other party at least thirty (30) days prior to the expiration of any such one-year term of this Agreement. In addition, this Agreement may be terminated by either party at any time upon not less than thirty (30) days written notice to other, and may also be terminated by the Association in accordance with Florida Statutes, Section 718.302.

5. Powers and Duties of Management Firm: The Management Firm, to the exclusion of all persons, including the Association and its' members, shall have all the powers and duties of the Association as set forth in the Declaration, the Articles and the By-Laws (except such powers and duties which are specifically required by the Condominium Act to be exercised by the Association's directors, officers or members) and

shall perform by way of illustration and not of limitation, the following services:

5.01 To hire, pay and supervise the person(s) necessary to be employed in order to properly maintain and operate the Condominium, which person(s) shall be the employee(s) of the Management Firm, as the Management Firm in its' absolute discretion shall determine, and to employ and discharge any person(s) unnecessary or undesirable in the Management Firm's absolute discretion.

5.02 To operate, maintain, repair and replace the Condominium Property and the Common Elements of the Condominium to the same extent that the Association is required to operate, maintain and repair and replace same, as provided in the Declaration, the Articles and the By-Laws. For any one (1) item of repair, replacement for refurbishing, the expense incurred as to the Condominium, as a whole shall not exceed the sum of Two Hundred ($200.00) dollars unless specifically authorized by the Board, provided, however, that in the case of any emergency, the Management Firm is authorized to extend any sum necessary to protect and preserve the Condominium Property.

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

5.04 Subject to Board approval, to purchase or enter into contracts for services related to the Condominium which Management Firm deems appropriate, in either the Association's or Management Firm's name, as the Management Firm shall elect, which services may include, without limitation, garbage and trash removal and vermin extermination.

5.05 To purchase or lease equipment, tools, vehicles, appliances, goods, supplies and materials as shall be reasonable necessary to perform its' duties, including the maintenance, upkeep, repair, replacement, refurbishing and preservation of the Condominium. Purchases or leases shall be in the name of the Management Firm or Association, as the Management Firm shall elect, and made with Association approval. With respect to paragraphs 5.04 and 5.05 herein, Management Firm shall not be responsible for obtaining the best price available as to any service, material or purchase, but Management Firm shall purchase or contract for same with such person or entity and at such price as it deems advisable and in the best interest of the Association.

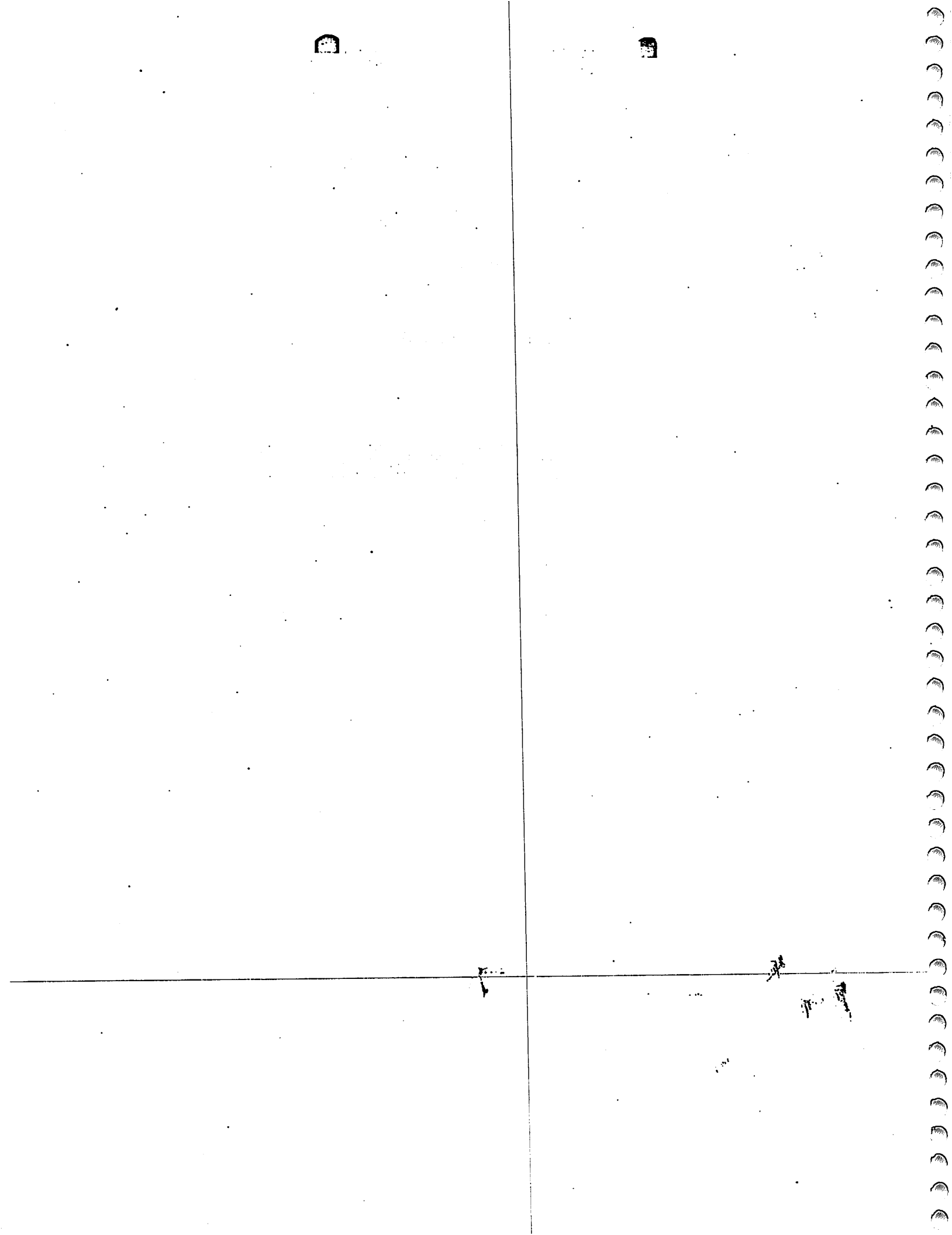
5.06 To cause to be replaced or kept in force all insurance required or permitted in the Declaration, the Articles and the By-Laws; to act as an agent for the Association, each Unit Owner, and for each owner of any other insured interest; to adjust all claims arising under the insurance policies; to bring suit thereon and deliver releases upon payment of

EXHIBIT "9"

-to-

OFFERING CIRCULAR

MANAGEMENT AGREEMENTS (CONDOMINIUM AND MASTER)



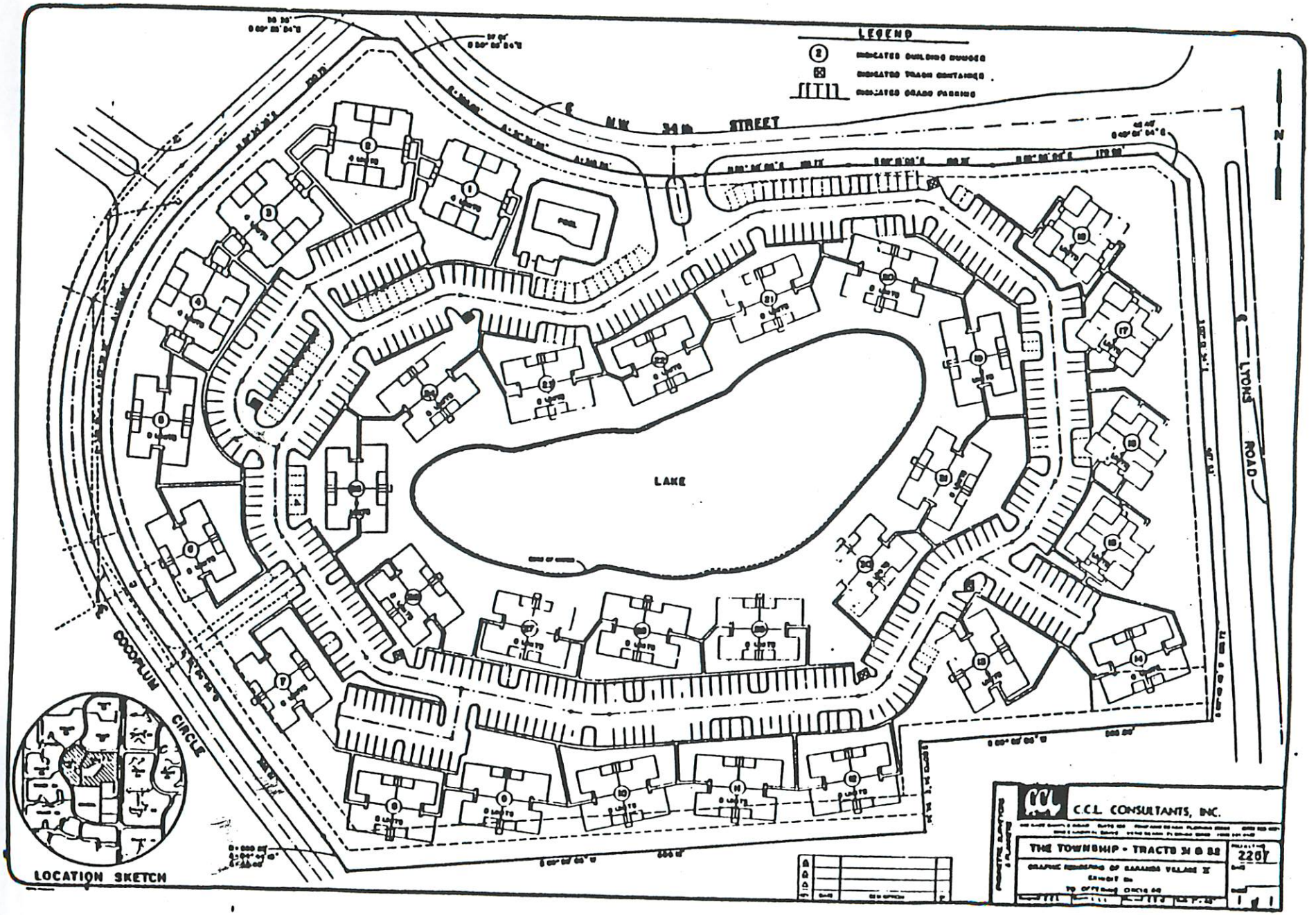

LEGEND
INDICATES BUILDING NUMBER
INDICATES TRASH CONTAINER
INDICATES GRADE PARKING
NW 34th STREET
LYONS ROAD
LAKE
COCONUT CREEK PARKWAY
COCOPLUM CIRCLE
LOCATION SKETCH
N
C.C.L. CONSULTANTS, INC.
THE TOWNSHIP - TRACTS 21 & 22
2267

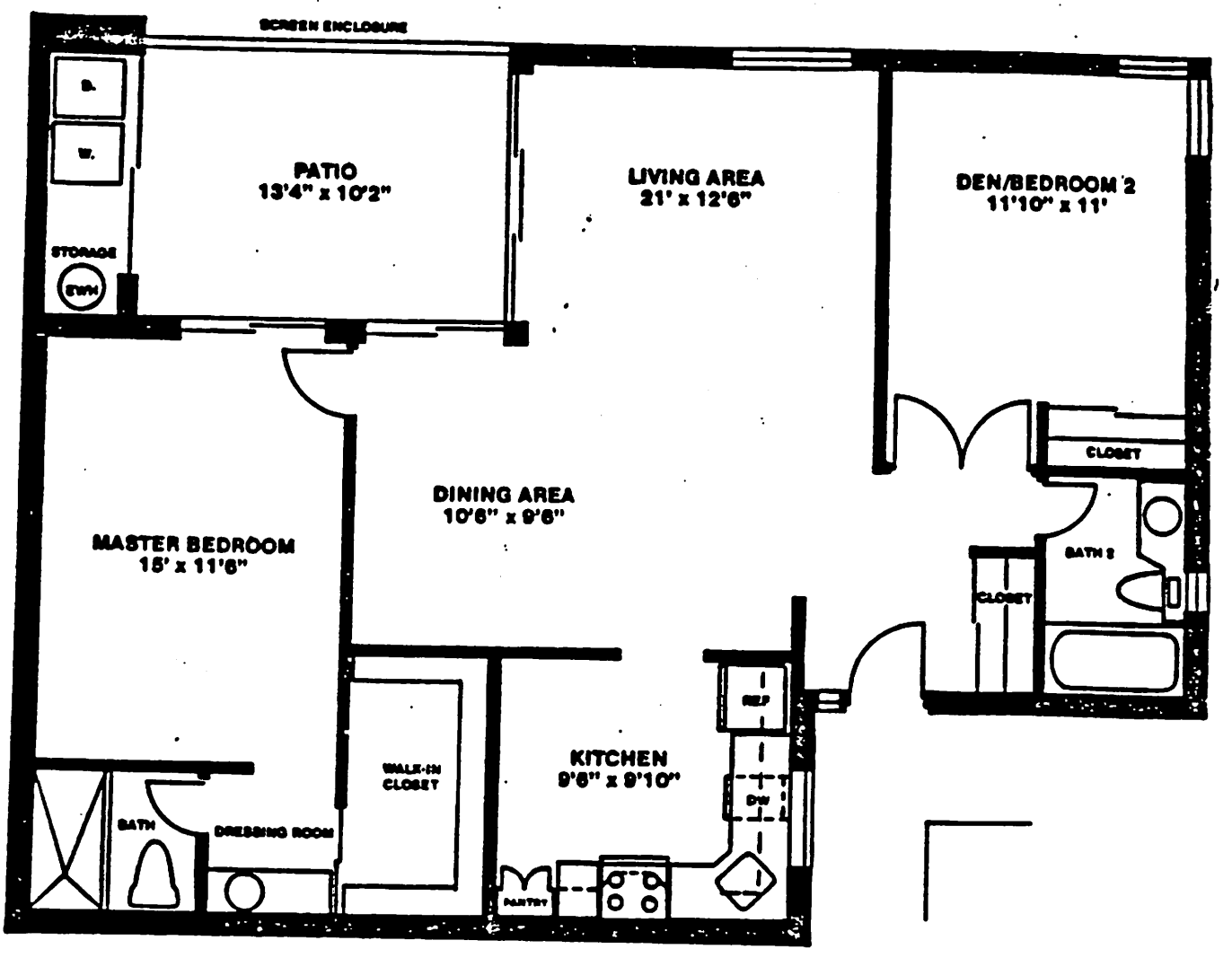
EXHIBIT "8"

-to-

OFFERING CIRCULAR

GRAPHIC RENDERING OF VILLAGE

Terrace Garden Home



Model D

2 Bedrooms, 2 Baths

Living Area (including Screened Patio) 1,233 Sq. Ft.

All dimensions, specifications and features are approximate and subject to change without notice.

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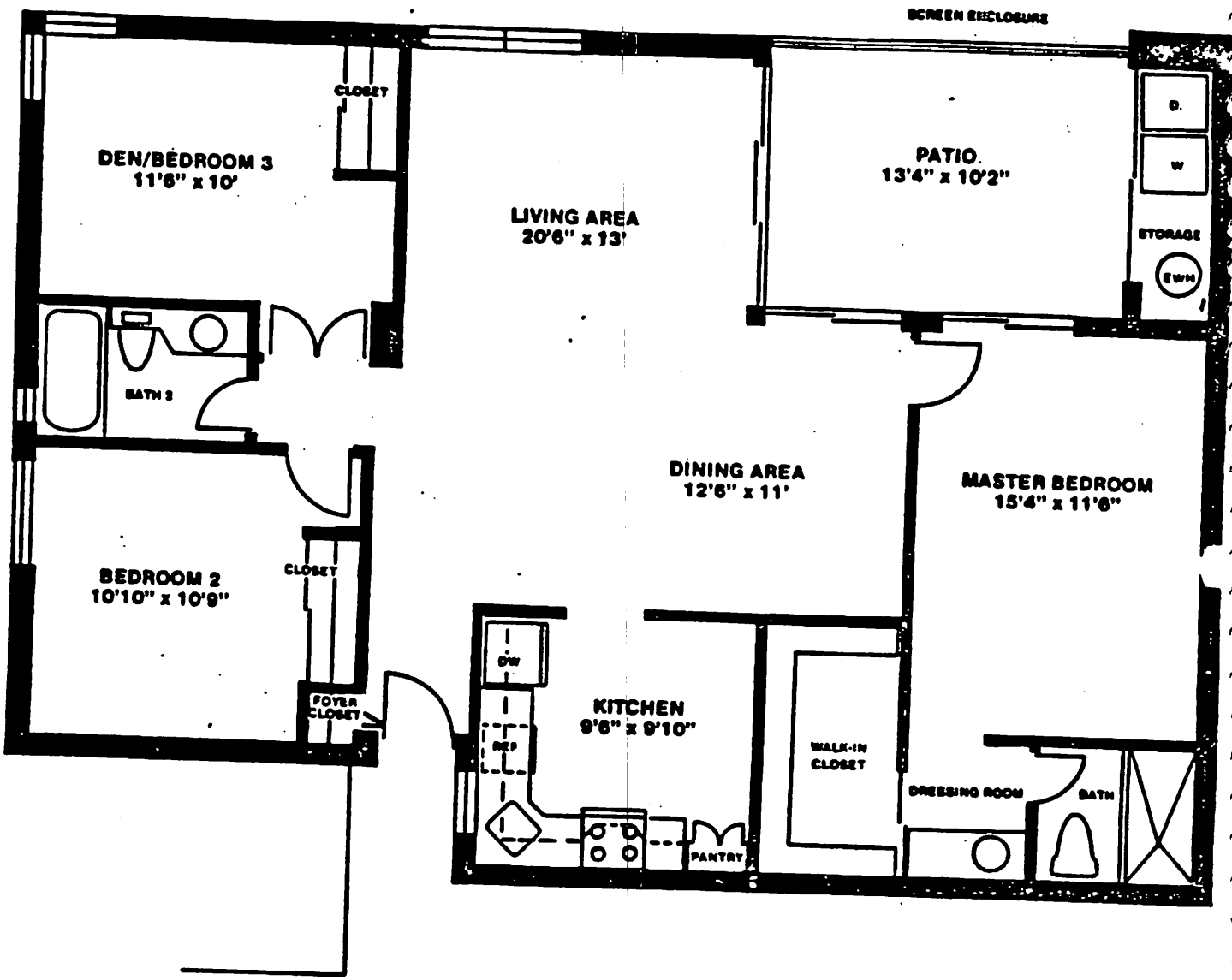
Terrace Garden Home

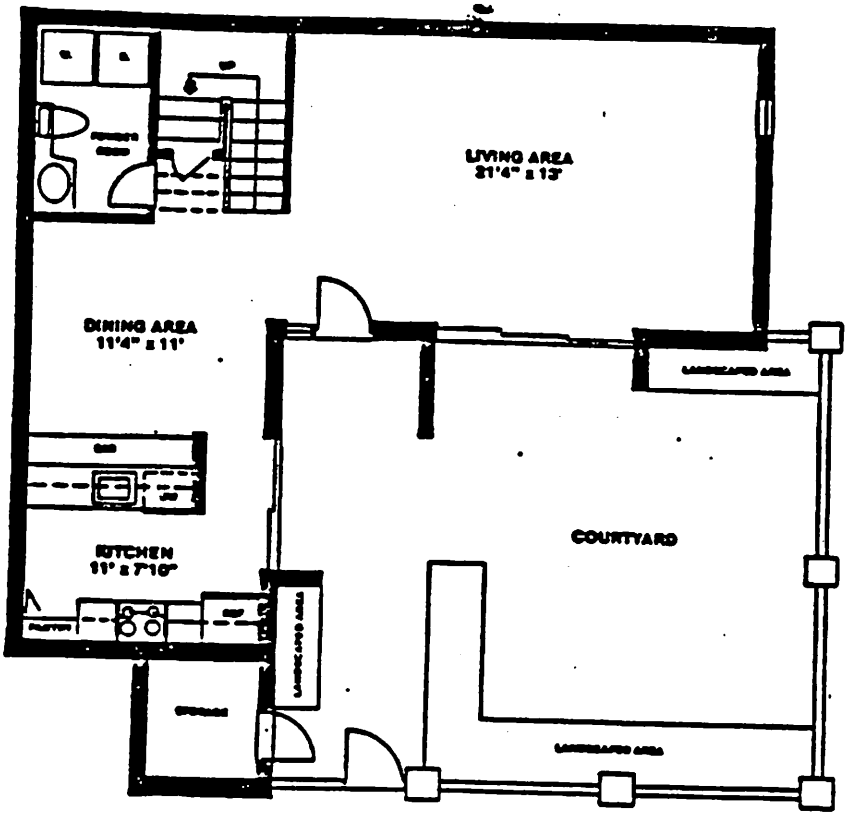


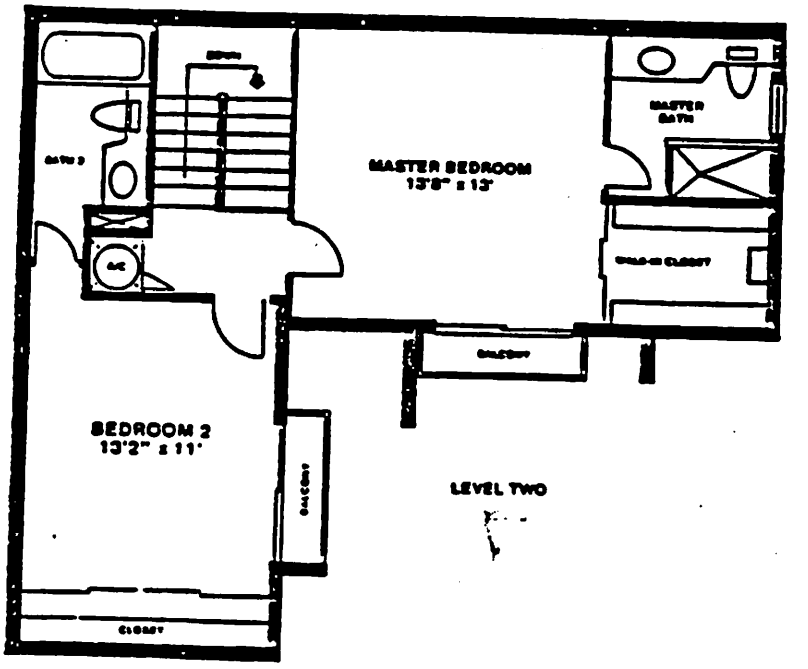
Model E

3 Bedrooms, 2 Baths

Living Area (including Screened Patio) 1,375 Sq. Ft.

Courtyard Townhome



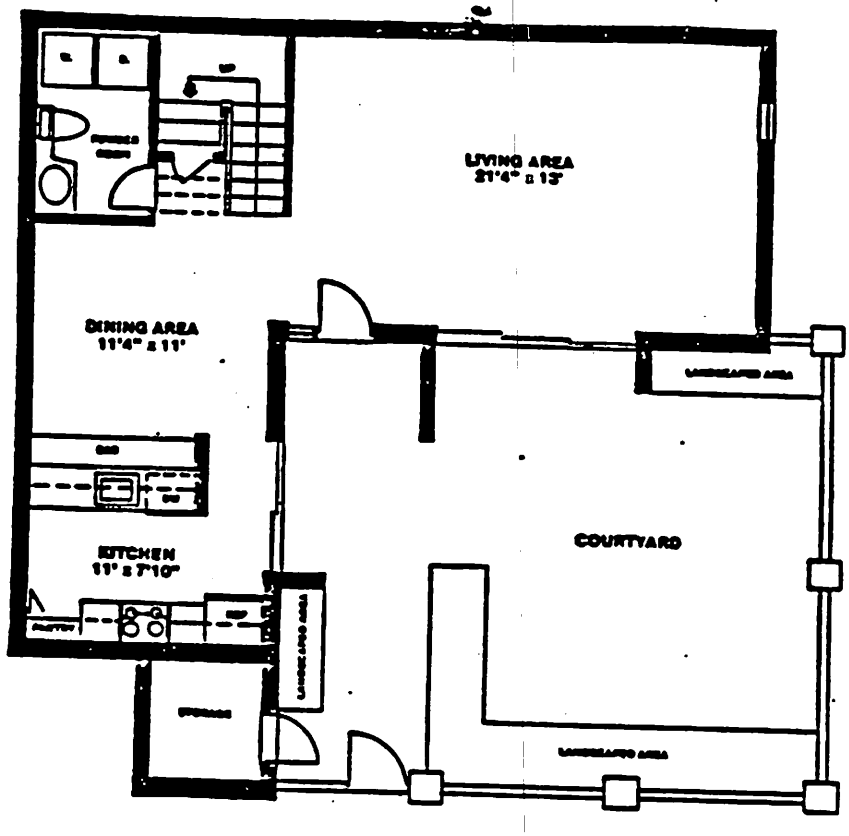


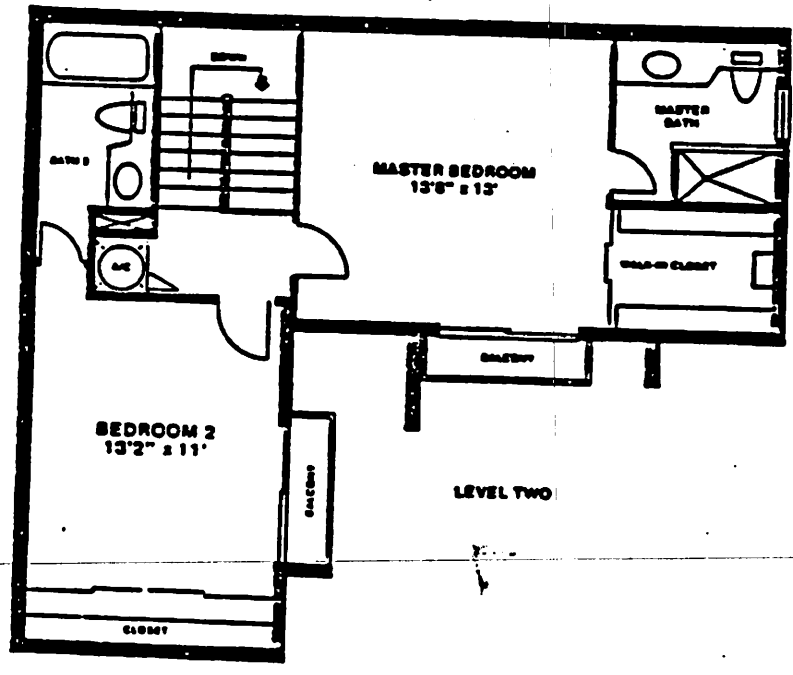
Model D

2 Bedroom 2½ Bath

Living Area 1,374 Sq. Ft.
Courtyard 524 Sq. Ft.
(including screened courtyard)

Courtyard Townhome





Model D

2 Bedroom 2½ Bath

Living Area 1,374 Sq. Ft.
Courtyard 524 Sq. Ft.
(including screened courtyard)

to, run with, and shall not be separated from the real property interest upon which membership is based.

Section 4. Voting Rights. The number of votes which may be cast on all matters on which the membership is entitled to vote shall be determined as follows:

A. Each Class "A" Member shall be entitled to cast one (1) vote for each Residential Lot or Single-Family Unit owned by said Member.

B. The voting rights of all Class "B" Members shall be exercised on their collective behalf by the Sub-Association to which they belong, except that if a Class "B" Member does not belong to a Sub-Association, he shall be entitled to one vote for each Multi-Family Unit owned by said Member. A Sub-Association in the collective exercise of Class "B" voting rights shall be entitled to cast the number of votes equal to the number of Multi-Family Units owned by its Members.

C. Except as may be provided elsewhere in this Declaration, the Articles or the By-Laws, Class "C" Members shall not be entitled to vote. When entitled to vote, Class "C" Members who are Commercial Unit Owners shall be entitled to cast one (1) vote for each Commercial Unit owned by said Member, and Class "C" Members who are Multi-Family Tract or Commercial Site Owners shall be entitled to cast one (1) vote for each Multi-Family Unit or Commercial Unit that said Members' property will have once improved in accordance with the Development Plan. When entitled to vote, Class "C" Members who are Undivided Land Owners shall be entitled to cast one (1) vote for each Family Dwelling Unit or Commercial Unit that said Members property will have once improved in accordance with the Development Plan. Size and square footage of Multi-family Units or Commercial Units are irrelevant considerations for purposes of this subparagraph C.

D. Should any Class "A" Member be the Owner of more than one (1) Residential Lot or Single-Family Unit he shall be entitled to cast one (1) vote for each such Lot or Unit, provided however, that any Class "A" Member who also qualifies under this Article as a Class "B" Member shall, notwithstanding this fact, be allowed to exercise both Class "A" and Class "B" membership rights, and the number of votes which he may cast shall be determined with regard to his ownership of both Class "A" and Class "B" property.

E. When any property entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the secretary of the Association, such owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the owners of that property.

F. The voting rights of any Owner may be assigned by an Owner to his lessee who has entered into a lease with a term of two (2) years or more; provided, however, that the Owner may not assign to such lessee any vote or votes not attributable to the property actually leased by such lessee.

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G. Any other provision of this Declaration to the contrary notwithstanding, any action proposed to be taken by the Association which has a material adverse impact upon the Development Plan or commercial activities within the Properties shall require approval by a majority of the votes of the Class "C" Members voting and, in addition, a majority of the votes of the Class "A" and "B" Members voting. The Company, in its reasonable discretion, shall determine whether any proposed action by the Association will have a material adverse impact.

Section 5. Board of Directors. The Association shall be governed by a Board of Directors as provided in the Articles or By-Laws of the Association.

Section 6. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at any meeting of the Association shall be as is provided in the Articles or By-Laws of the Association except as is otherwise specifically provided in this Declaration.

Section 7. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by Proxy as provided in the By-Laws of the Association.

ARTICLE IV

FUNCTIONS OF MASTER ASSOCIATION

Section 1. Required Services. The Association shall be required to provide the following services:

A. cleanup, landscaping, landscaping maintenance and other maintenance of all Common Property, Residential Common Property, Commercial Common Property, Recreational Facilities and all city, county or municipal properties which are located within or in a reasonable proximity to the Properties to the extent that their deterioration would adversely affect the appearance of the Properties as a whole and the standard of maintenance by said city, county or municipality is less than that desired by the Association. The Association shall adopt standards of cleanup, landscaping, maintenance and operation required by this and other subsections within this Section 1 which are, at the very least, as stringent as those adopted and/or followed by other first-class developments similar to The Township. The Company shall, in its reasonable discretion, determine whether such standards adopted by the Association meet the requirements herein.

B. cleanup, landscaping, landscaping maintenance and other maintenance of any real property located within The Township upon which the Association has accepted an easement for said maintenance by duly recording an instrument granting said easement to the Association executed and delivered by the Owner of said Property to the Association.

C. cleanup, dredging, treatment and other maintenance of beaches, lakes and canals owned by the Association within the Properties, as well as cleanup, dredging, treatment and other maintenance of canals not owned by the Association within the Properties if and to the extent permitted by the County and to the extent that cleanup and maintenance of such canals by the city, county or municipal entity does not comport with standards desired by the Association and would adversely affect the appearance of the Properties as a whole. Maintenance as used herein shall include, but not be limited to, the preservation of any shorelines or beaches together with

clinics, nursing, care, rest and convalescent homes; and charitable institutions.

(2) All lands conveyed to the Association including, but not limited to, those lands designated, in any way, as Common Property, Residential Common Property, Commercial Common Property or Recreational Facilities.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

Section 1. Initial Property. The real property which shall be held, transferred, sold, conveyed, given, donated, leased and/or occupied subject to this Declaration is described in Exhibit "A" attached hereto and made a part hereof by reference. The Company intends to develop The Township in accordance with the Development Plan, but hereby reserves the right to review and modify the Development Plan from time to time in its sole discretion and at its option.

The Company shall not be required to follow any predetermined order of improvement and development within the Township; and it may bring within this Declaration additional lands, and develop them before completing the development of The Township. The Company shall have the full power to add to, subtract from or make changes in the Development Plan regardless of the fact that such actions may alter the relative voting strength of the various types of membership of the Association.

Section 2. Additional Property. Additional property may become subject to this Declaration in the following manner:

A. Future Phases. The Company shall have the right, without any consent of the Association being required to subject to this Declaration, additional properties as future phases of The Township. The additional property shall automatically become subject to this Declaration by filing in the Public Records of Broward County, Florida, a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property (the "Supplemental Declaration"). The Supplemental Declaration may contain such complementary additions and modification of the covenants, conditions and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Company, to reflect the different character, if any, of the additional property. The additional property which the Company may subject to this Declaration is more particularly described in Exhibit "B" attached hereto and made a part hereof by reference; provided, however, that the Company is not obligated to subject to this Declaration any or all of the real property described in Exhibit "B" and no portion of said real property shall in any way be subject to this Declaration unless and until a Supplemental Declaration therefor is duly filed in accordance with this Declaration.

B. Other Additions. Upon approval in writing of the Declarant or Association, the owner of any other real property, who desires to subject it to this Declaration, may file or record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to such additional property which Supplemental Declaration, if duly executed by both said owner and the declarant, shall extend the operation and effect of this Declaration to such additional property. The Supplemental Declaration may contain any such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant, to

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reflect the different character, if any, of the added properties, but such modifications shall have no effect on the real property described in Exhibits "A" or "B" except as may be consistent with this Declaration.

C. Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, in the alternative, the properties, rights and obligations of the other association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. Except as hereinafter provided, no such merger or consolidation shall revoke, change or add to the covenants, conditions and restrictions established by this Declaration.

ARTICLE III

MASTER ASSOCIATION

Section 1. Membership. Every Owner, including the Company, shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration or any Supplemental Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association. In addition to the foregoing, the family, guests, invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration or any Supplemental Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association.

Section 2. Types of Membership. Membership in the Association shall consist of the following three (3) classes, each with distinct rights and privileges:

Class "A" - Class "A" Members shall be all those Owners, including the Company, of Residential Lots and Single-Family Units.

Class "B" - Class "B" Members shall be all those Owners, including the Company, of Multi-Family Units

Class "C" - Class "C" Members shall be all those Owners, including the Company, of Multi-Family Tracts, Commercial Sites, Commercial Units, and Undivided Lands.

Section 3. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument conveying record fee title to any Residential Lot, Family-Dwelling Unit, Multi-Family Tract, Commercial Site, Commercial Unit or Undivided Land and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a Member of the Association, and the membership of the prior owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a Member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys of record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant

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home, townhouse unit, cooperative apartment unit, or rental apartment unit located within the Properties. For the purposes of this Declaration, any such single family dwelling shall not be deemed to be improved until a certificate of occupancy has been issued by the appropriate governmental authorities for the single family dwelling to be constructed on said parcel, or until said single family dwelling is determined by the Association, in its reasonable discretion, to be substantially complute.

L. "General Expenses" shall mean and refer to that portion of expenditures for cleanup, maintenance, operation and other services required or authorized to be performed by the Association which is not attributable to Residential Common Property, Recreational Facilities or Commercial Common Property.

M. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Residential Lot, Family Dwelling Unit, Multi-Family Tract, Commercial Site, Commercial Unit or Undivided Land, which owner and holder of said mortgage shall be a bank, builder, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

N. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.

O. "Multi-Family Tract" shall mean any unimproved parcel of land located within the Properties, intended for use as a site for Multi-Family Units. For the purposes of this Declaration, a parcel of land shall not be deemed a "Multi-Family Tract" until such time as it has been conveyed by the Company to a third party under covenants, conditions and restrictions limiting such property to multi-family use.

P. "Multi-Family Unit" shall mean any Family Dwelling Unit, the Owner of which by acceptance of a deed or other instrument of conveyance thereto automatically accepts membership in a Sub-Association.

Q. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Broward County, Florida, whether it be the Company, one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot, Family Dwelling Unit, Multi-Family Tract, Commercial Site, Commercial Unit or Undivided Land, located within the Properties. Owner shall not mean or refer to the holder of a mortgage or security deed its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

R. "Properties" or "The Township" shall mean and include the real property described in Exhibit "A" attached hereto and, when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration under the provisions of Article II hereof.

S. "Recreational Facilities" shall mean and refer to those tracts of land, together with any improvements thereon, such as a clubhouse, pool and tennis facilities which are actually deeded or leased to the Association and designated in such deed or lease as "Recreational Facilities. The term

8760 PAGE 926

"Recreational Facilities" shall also include any personal property acquired by the Association if said property is designated as "Recreational Facilities" in the bill of sale or instrument transferring same. Any land or personal property which is leased to the Association for use as Recreational Facilities shall lose its character as Recreational Facilities upon the expiration of such lease.

T. "Residential Common Property" shall mean and refer to those tracts of land, together with any improvements thereon, such as grassy areas, pathways, beaches and lakes and canals not owned by the City of Coconut-Creek which are actually deeded or leased to the Association and designated in said deed or lease as "Residential Common Property". Pending final development of The Township, the Company reserves the right to expand and contract the shorelines of any lakes or beaches and thereby to modify the boundaries of same. Accordingly, the exact location of any boundary between any lakes or beaches and any contiguous properties shall not become fixed until final development of all properties contiguous to and surrounding any lakes or beaches. The term "Residential Common Property" shall also include any personal property acquired by the Association if said property is designated as "Residential Common Property" in the bill of sale or instrument transferring same. Any land or personal property which is leased by the Association for use as Residential Common Property shall lose its character as Common Property upon the expiration of such lease.

U. "Residential Expenses" shall mean and refer to that portion of expenditures for cleanup, maintenance, operation and other services required or authorized to be performed by the Association which is attributable to Residential Common Property and Recreational Facilities.

V. "Residential Lot" shall mean any unimproved parcel of land located within the Properties which is intended for use as a site for a Single-Family Unit. For the purposes of this Declaration, a parcel of land shall not be deemed a "Residential Lot" until such time as it has been conveyed by the Company to a third party under covenants, conditions and restrictions limiting such property to single-family use.

W. "Single-Family Unit" shall mean and refer to any Family Dwelling Unit which is not a Multi-Family Unit.

X. "Sub-Association" shall mean and refer to any association which may hereafter be formed to manage and operate Family Dwelling Units or Commercial Units.

Y. "Undivided Land" shall mean and refer to all unimproved parcels of land within the Properties which do not qualify as Residential Lots, Multi-Family Tracts or Commercial Sites. For the purposes of this Declaration, the following classifications of Property shall not be deemed "Undivided Land" and shall be expressly exempted from the definition thereof:

(1) All lands designated on the Development Plan for intended use, or by actual use, if applicable, for outdoor recreation facilities; operating farms, nurseries or animal pastures; woodland, marsh and swamp conservancies; places of worship; community, civic, and cultural clubs; parks, libraries, nursery and other schools or instructional centers; non-profit medical centers, hospitals,

OR 8760 PG 927

WP-C-102-1.1
02/14/80

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE TOWNSHIP

80- 64871

This Declaration of Covenants, Conditions and Restrictions made by TARTAN MINTO CORPORATION, a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant on the date hereof is the owner of certain real property located in Broward County, Florida, described as follows:

See Exhibit "A" attached hereto; and

WHEREAS, Declarant intends to develop the real property described in Exhibit "A" subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "A" attached hereto shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. Said easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the real property described in Exhibit "A" attached hereto, shall be binding upon all parties having and/or acquiring any right, title or interest in the real property described therein or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owni[illegible] holding an interest in said real property.

MAR 3 11 55 AM '80

ARTICLE I

DEFINITIONS

Section 1. The following words and terms when used in this Declaration or any supplemental declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association as they may exist from time to time.

B. "Association" or "Master Association" shall mean and refer to The Township Community Master Association, Inc., a Florida non-profit corporation, its successors and assigns.

C. "Commercial Common Property" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually deeded or leased to the Association and designated in said deed or lease as "Commercial Common Property". The term "Commercial Common Property" shall also include any personal property acquired by the Association if said property is designated as "Commercial Common Property" in the bill of sale or instrument transferring same. Any land or personal property which is leased by the Association for use as Commercial Common Property shall lose its character as Commercial Common Property upon the expiration of such lease.

8760 924

This Instrument Prepared By:
IRWIN J. FAYNE, ESQ.
Glass, Schultz, Weinstein & Moss, P.A.
2626 E. Commercial Blvd., Suite 804
Ft. Lauderdale, Fla. 33308

D. "Commercial Expenses" shall mean and refer to that portion of expenditures for cleanup, maintenance, operation and other services required or authorized to be performed by the Association which is attributable to Commercial Common Property.

E. "Commercial Site" shall mean any unimproved parcel of land within the Properties intended for use as a site for Commercial Units. A Commercial Site shall not include property upon which improvements are to be built which also qualifies as a Multi-Family Tract. For the purposes of this Declaration, a parcel of land shall not be deemed a Commercial Site until such time as it has been conveyed by the Company to a third party under covenants, conditions and restrictions limiting such property to commercial use.

F. "Commercial Unit" shall mean any improved parcel of land within the Properties, which is intended and designed to accommodate commercial enterprises to serve the public, including but not limited to business and professional offices, facilities for the retail sale of goods and services, banks and other financial institutions, restaurants, hotels, motels, inns, theaters, lounges, marinas, transportation terminals or stations, automobile parking facilities and gasoline stations. For the purposes of this Declaration, any such parcel of land shall not be deemed to be improved until a certificate of occupancy has been issued by the appropriate governmental authorities for the Commercial Unit to be constructed on said parcel, or until said Commercial Unit is determined by the Association, in its reasonable discretion, to be substantially complete.

G. "Common Property" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually deeded or leased to the Association and designated in said deed or lease as "Common Property." The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" in the bill of sale or instrument transferring same. Any land or personal property which is leased by the Association for use as Common Property, shall lose its character as Common Property upon the expiration of such lease. Common Property shall not include those tracts of land falling within the definition of "Residential Common Property" or "Commercial Common Property" set forth below.

H. "Company" or "Declarant", shall mean Tartan Minto Corporation, a Florida corporation or, its successors and assigns to the rights of Tartan Minto Corporation as Company hereunder.

I. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and include the same as it may, from time to time, be amended.

J. "Development Plan" shall mean and refer to any planned unit development approved by appropriate government agencies for the development of The Township. Since the future development of The Township is subject to revision and change by the Company, all references to the "Development Plan" shall be references to the latest approved revision thereof.

K. "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including, but not limited to, any single family detached dwelling, patio home, condominium unit, garden

OR 8760 PG 925

EXHIBIT "10"

-to-

OFFERING CIRCULAR

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE TOWNSHIP AND AMENDMENTS

caused by the Manager's own gross negligence or willful misconduct. It is the intent of the parties that this paragraph be construed in its broadest sense so as to relieve Manager from all responsibility for loss or injury of any nature related directly or indirectly to the performance by Manager of its duties pursuant to this Agreement, and to obligate the Association to pay for any and all costs, expenses, attorneys' fees throughout appeals and damages related to the foregoing.

17. Office: The Association shall furnish Manager with a suitable office, along with necessary furniture, furnishings, office equipment and supplies with which to conduct the Association's business. Such office shall be rent-free to Manager.

18. Placing of Signs: The Manager shall have the exclusive right to place any management signs on or about the property, subject always to the Association's prior right to approve the content, location, and method of affixing such signs.

19. Notices: Any notice required or permitted to be served hereunder may be served by registered or certified mail or in person as follows:

A. If to the Manager: Township Center, 2400 Lyons Road, Coconut Creek, Florida 33063.

B. If to the Board, to the President of the Board at his or her home address.

Either party may change the address for notice by notice to the other party. Notice served by mail shall be deemed to have been served when deposited in the mail.

20. Severability: If any section, subsection, sentence, clause, phrase or word of this Agreement shall be and is, for any reason, held or declared to be inoperative or void, such holding will not affect the remaining portions of this Agreement, and it shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part therein and the remainder of this Agreement, after the exclusion of such parts, shall be deemed and held to be as valid as if such excluded parts had never been included therein.

21. Benefit: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Manager and the heirs, administrators, successors, and assigns of the Board. Notwithstanding the preceding sentence, the Manager shall not assign its interest under this Agreement except in connection with the sale of all or substantially all the assets of its business; in the event of such a sale, Manager shall be released from all liability hereunder upon the express assumption of such liability by its assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

THE TOWNSHIP COMMUNITY MASTER ASSOCIATION, INC.

By: _____

TOWNSHIP MANAGEMENT SERVICES, INC.

By: _____

C. Arrangements for registration and/or discharge of liens.

D. Verification of registration in the appropriate land title offices as may be requested by the Association and/or required by its Declaration and By-Laws.

E. Court appearances resulting from complaints made pursuant to instructions of the Association; e.g., to control the improper parking of automobiles.

F. Any necessary reaction to union activities.

G. Arranging for any major repairs and/or reconstruction after fire or other casualty which are not recoverable from the Association's insurer(s).

H. Arranging for services to Unit Owners in addition to any which the Association is obligated to provide pursuant to the Declaration and By-Laws.

I. Any other services which may be desired by the Association and/or required by governmental legislation which is not specifically provided for herein.

11. Contract Services May be Rendered by Manager: It is acknowledged that Manager is merely acting on behalf of the Association in arranging for necessary services to be supplied to the Common Properties and performing general management and administrative functions on behalf of the Association, and is not required nor expected to perform specific contract services for the Association. These contract services may include, but not be limited to landscape maintenance, repairs, pool servicing, termite or insect extermination or other services of a related nature. It is agreed that Manager may, at the request of the Association, arrange for the performance of such services by employees of Manager or one or more affiliates of Manager, in which case the fee for same shall be agreed upon in advance by Manager and the Association and shall not be included as part of the fees specified in the preceding paragraphs.

12. Association Expenses: The Association authorizes the Manager to perform any act or do anything necessary or desirable in order to carry out its duties hereunder and everything done by the Manager hereunder shall be done as Manager of the Association; and, all obligations and expenses incurred thereunder shall be for the account, on behalf, and at the expense of the Association. Such expenses may include, but not be limited to necessary insurance coverages, accountants' fees, attorneys' fees, fees for other professionals, mailing of notices, and all other general, administrative, and management expenses incurred pursuant to this Agreement. Notwithstanding anything contained herein to the contrary, the Manager shall incur no expense other

than as provided for in the budget or approved by the Association, except in the event of an emergency.

13. Manager Not Responsible for Repairs to Individual Units: It is acknowledged that Manager has no authority or responsibility for the maintenance or repair of any individual Units. Such maintenance and repair shall be the sole responsibility of the Unit Owner. Each individual Unit Owner, however, may contract with the Manager on an individual basis for the provision of certain maintenance and other related services which will be paid for in accordance with the agreement between the Manager and the individual Unit Owner. This shall not be considered a conflict of interest or otherwise obligate the Manager to take any action except as it may agree to with an individual Unit Owner.

14. Manager to Exercise Independent Judgment: It is acknowledged that Manager, in the course of exercising its duties pursuant to this Agreement, must use its independent judgment and at all times act in the best interests of the Association and its members. In this regard, it is further acknowledged that Manager may refuse to perform any act requested by the Association when, in the sole discretion of Manager, Manager deems the performance of such act to be contrary to the provisions of any local, state, or federal law or regulation, the Constitution of the State of Florida, or of the United States, or the Master Declaration, By-Laws, Articles of Incorporation, or rules and regulations of the Association. The refusal by Manager to perform such act shall not be a ground for termination under this Agreement.

15. Compliance with the Law: The Manager has no responsibility for the compliance of the Project or any of its equipment with the requirements of any ordinances, laws, regulations (including those relating to the disposal of solid, liquid, and gaseous wastes) of the city, county, state, or federal government, or any public authority or official thereof having jurisdiction over it, except to notify the Board promptly of, or forward to the Board promptly, any complaints, warnings, notices, or summonses received by it relating to such matters. The owners represent that to the best of their knowledge the Project complies with all such requirements, and authorize the Manager to disclose the ownership of the Project to any such officials, and agree to indemnify and hold harmless the Manager, its representatives, servants and employees, of and from all loss, cost, expense, and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.

16. Hold Harmless - Indemnification: The Manager shall not be liable to the Association for any loss or damage not caused by the Manager's own gross negligence or willful misconduct. The Association shall indemnify and save harmless the Manager from any liability for damages, costs and expenses for injury or loss to any person or property in, about, and in connection with the Project, from any cause whatsoever, unless such injury shall be

pay all expenses and fees incident to the operation and management of the Project from such funds held by the Manager on behalf of the Association. In the event there are insufficient funds held by Manager with which to pay any expenditure, the Manager may, however is not required to, advance its own funds to cover such deficit, in which case the Association shall be required to repay such amount together with interest at the highest rate permitted by law.

9. Management Fees: The Association agrees to pay the Manager as compensation for the management services to be rendered hereunder an annual fee of $14,400.00. Fees for subsequent calendar years in which this Agreement is effective shall be determined by letter agreement between the parties. The Manager is hereby authorized to deduct compensation as set forth herein from funds held by Manager on behalf of the Association. The Association shall pay any deficiency upon demand. The Manager's fee is net of any expenses incurred by Manager in the performance of its services hereunder, and the Association shall reimburse Manager for such expenses immediately upon demand of Manager.

10. Adjustment of Management Fee: The above monthly and yearly management fee per Unit will be subject to increase upon the renewal of this Agreement as follows:

During each renewal term of this Agreement, the parties shall agree upon an adjustment of the management fee specified above. In the event that parties fail to agree upon a modification of said management fee prior to expiration of the existing term of this Agreement, this Agreement shall not continue after said existing term.

It is acknowledged that the management fee covers only those normal and predictable management services which have been stipulated throughout this Agreement. The Manager will provide further services which may be of an occasional nature, as may from time to time be required by the Association. The Manager shall not be required to provide any such special services unless its compensation is mutually agreed upon in advance based upon the understanding that such compensation shall recognize the total cost to Manager providing such services, including all direct, indirect and overhead costs. Such services include:

A. Attendance, involvement and/or preparations in connection with meetings of directors and/or Unit Owners beyond those stipulated in paragraph "5."

B. Reproduction and distribution costs whenever the Association requests that duplicate information and/or reports be provided to anyone other than the Association's representative to whom they would normally report under the circumstances which pertain in each instance.

least TEN (10) DAYS prior written notice of cancellation or any material change in the provisions of any such policy.

M. To take whatever action may be directed by the Board of Directors to enforce the terms of the Act or the Declaration or the By-Laws or any rules and regulations or amendments to any of the foregoing which may be enforced from time to time; to assist the Association in retaining the employment of attorneys, accountants, and such other experts and professionals whose services the Manager may reasonably require to effectively perform its duties hereunder.

5. Attendance of Meetings by Manager: The Manager will cause a representative of its organization to attend, if so requested, a meeting of the Board once a month provided such attendance is of reasonable duration at any such meeting held upon not less than FIVE (5) WORKING DAYS advance notice on a weekday or evening excepting statutory holidays. Manager's representative will also attend the annual meeting of the Unit Owners and, if so requested, arrange at the expense of the Association for the reproduction and distribution of notices and all other information relevant to any such meetings. A representative of the Manager shall, upon not less than TWENTY-FOUR (24) HOURS notice, attend any other meetings of the Association as requested, provided that the Association shall pay the Manager THIRTY-FIVE DOLLARS ($35.00) per hour for the representative's attendance at each meeting; except in an emergency situation determined to be such by both the Association and the Manager.

6. Instructions to Manager: The parties acknowledge that the Manager is responsible to the entire Association and the Board of Directors in the performance of its duties. The parties further acknowledge that the Manager will more effectively be able to perform its duties as set forth herein and best serve the Association if a single individual is designated by the Board to act as spokesman on behalf of the Board with Manager on any matter relating to management of the Project. In this regard, it is agreed that in the absence of any other designation by the Board, the Association may rely exclusively upon the directions or instructions of the President of the Association. Any such directions or instructions by the President to Manager shall be conclusively presumed to be in furtherance of a decision of the Board of Directors, made at a duly called or constituted meeting.

7. Capital Improvements and Major Repairs: In the event the Association wishes to engage the Manager as supervisor for any capital improvements or major repairs the compensation to Manager for such supervisional services shall be determined at the time such services are sought, based on the extent of such services required for the particular capital improvement or major repair.

8. Payment of Expenses by Manager: The Manager shall, without prior notice to or authorization from the Association,

sation for the services of such employees shall be considered an expense of the Association. Manager may discharge with or without cause any such personnel hired pursuant to this paragraph.

B. Cause the Common Properties to be maintained, repaired, and replaced as set forth in the Declaration of Covenants, Conditions and Restrictions of The Township ("Declaration"), including repairs and alterations to plumbing, electrical work, carpentry, painting, decorating, and all other incidental alterations or changes therein as may be proper. Ordinary repairs, replacements or alterations that are not budgeted for and approved by the Association shall be made only with the prior written approval of the Association, however, emergency repairs, immediately necessary for the preservation or safety of the Common Properties or for the safety of unit owners, tenants or other persons, or required to avoid suspension of any necessary service in or about the Common Properties, may be made by the Manager without the prior approval of the Association.

C. To assist the Association in causing all acts and things to be done in or about the Project as is necessary to comply with any and all orders or violations effecting the premises, placed thereon by any governmental authority having jurisdiction thereof.

D. To collect and receive in trust for the Association all monies payable pursuant to the Declaration, By-Laws and Articles of Incorporation by the Unit Owners of the Project or others and to deposit same in one or more bank accounts selected by Manager.

E. Bill unit owners for common expenses and use its best efforts to collect same. In this regard, the Association hereby authorizes the Manager to make demand for all regular and special assessments and other charges which may be due the Association and collection procedures shall be through the United States Postal Service, and Manager shall under no circumstances be required to engage in any form of personal collection procedure; provided, further, that Manager is not authorized nor expected to file lawsuits in connection with the duties set forth in this paragraph.

F. To maintain all records on behalf of the Association incident to management of the Common Properties by Manager. Such records shall be sufficient to describe all expenses and receipts incident to management of the Common Properties and the source thereof, which records need not be audited.

G. To specify duties and arrange for preparation of work schedules as may be necessary to direct the activities of the persons employed to work at the property and to provide such supervision as may be reasonably necessary in Manager's opinion to verify the adequacy with which such duties and the work is being performed.

H. To arrange for the supply of all necessary services to the Project, including but not limited to, landscape maintenance, utility services, ordinary repairs, disposal of waste, and any supervision and maintenance necessary in connection with the recreational facilities. Notwithstanding anything contained herein to the contrary, Manager shall not be responsible for arranging the supply of any service necessary to an individual Unit or Units.

I. Assist the Association in maintaining, managing, supervising and directing the recreational facilities operated by the Association for the use of its members; enforce rules and regulations concerning the use thereof; and generally do all things necessary and appropriate for the beneficial use of such facilities, subject to the direction of the Association.

J. Prepare and submit annually to the Association a recommended operating budget setting forth the anticipated income and expenses of the Project and the Association for the ensuing year, and to notify Unit Owners of the annual assessments of common expenses as determined by the Board of Directors of the Association as more particularly set forth in the By-Laws of the Association. Manager shall submit one or more supplemental budgets upon request of the Association, or whenever in the opinion of Manager, any change from the expenditures forecast in the annual budget makes it desirable to do so.

K. Solicit, analyze and compare bids and negotiate contracts for execution by the Association for the services of contractors for garbage and trash removal, vermin extermination and other services; assist the Association in purchasing all tools, equipment and supplies which shall be necessary to properly maintain and operate the Project; and make all other contracts and purchases in furtherance of the duties of Manager as set forth herein.

L. To assist the Association in arranging for insurance coverages and any appraisals in connection therewith as may be required by the Declaration and By-Laws, provided, however, that Manager shall not be liable for any claim which is due for the failure to maintain adequate insurance. The Association shall authorize Manager to arrange for comprehensive liability insurance on the Common Properties with limits established by the Board of Directors, and further agrees that Manager shall be named as an insured party along with the Association as their interests may appear in any such policy or policies which shall also provide protection against any claim for personal injury, death, or property damage or loss for which either the Association or the Manager might be held liable as a result of their respective obligations. The Association further agrees, if so requested by Manager, to provide the Manager with a certificate of insurance and respect any such policy which shall include an undertaking that the insurer will provide the Manager with at

Township Management Services, Inc.

January 1, 1989

Mr. Frank Rodgers, President
The Township Community Master Association, Inc.
2400 Lyons Road
Coconut Creek, FL 33066

Dear Mr. Rodgers:

This letter will confirm that fees for management services for calendar year 1989 shall be $66,900.00. This agreed upon figure is pursuant to the January 1, 1983 Management Agreement.

Please indicate your acceptance of this agreement by signing a copy of this letter where indicated below.

Very truly yours,

TOWNSHIP MANAGEMENT SERVICES, INC.

By: _____
Michael Greenberg

MG/sr

Agreed to and accepted this 1st day of January, 1989.

THE TOWNSHIP COMMUNITY MASTER ASSOCIATION, INC.

By: _____
Frank Rodgers

MANAGEMENT AGREEMENT

THIS AGREEMENT made as of this 1st day of January, 1983, by and between THE TOWNSHIP COMMUNITY MASTER ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "Association") and TOWNSHIP MANAGEMENT SERVICES, INC., a Florida corporation (hereinafter referred to as "Manager").

W I T N E S S E T H:

WHEREAS, the Association is the governing body for The Township (the "Project") located in Broward County, Florida; and

WHEREAS, the Association desires to designate a managing agent for the Project; and

WHEREAS, the Manager is willing to act as managing agent for the Project upon the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Association hereby appoints the Manager and Manager hereby accepts the appointment upon the terms and conditions provided for in this Management Agreement.

2. The management provided for herein shall be exclusively performed by the Manager subject to review, direction, control and supervision of the Association.

3. Term: The term of this Agreement shall be one year commencing on the date hereof. Thereafter, this Agreement shall automatically renew for successive one-year periods unless, THIRTY (30) DAYS prior to expiration of the then existing term, either party shall notify the other of its intent to terminate this Agreement. Further, Manager shall have the right to terminate this Agreement at any time upon THIRTY (30) DAYS prior notice to the Association.

4. Services of Manager: The Manager agrees to manage the common properties of the Project ("Common Properties") on behalf of the Association in a diligent manner and to enter into such contracts and agreements as the Manager on behalf of the Association may deem necessary in the performance of the following powers and duties:

A. Hire, supervise, pay and discharge all personnel necessary to properly operate and maintain the Project, consistent with the approved budget. All such personnel shall be employees of the Association (not the Manager), and all compen-

Aquatic Systems, I.

1(800) 432-4302

680 N.E. 42nd Street
Pompano Beach, Florida 33064

(305) 785-3374

JUN 11 1988

JUN 22 1988

Aquatic Services Renewal Agreement

THIS AGREEMENT made the date set forth below, by and between Aquatic Systems, Inc., a Florida Corporation, hereinafter called "ASI", and

Karanda Village V
c/o Assured Management, Inc.
1061 W Oakland Park Boulevard #233
Fort Lauderdale, Florida 33311
Mr. Bill Kuntz

#0739-1

☐ One-Year Program: 09/01/88 - 08/31/89

☑ Two-Year Program: 09/01/88 - 08/31/90

(305) 739-0590

hereinafter called "Customer". The parties hereto agree as follows:

1. ASI agrees to manage certain lake(s) and/or waterway(s) in accordance with the terms and conditions of this Agreement in the following location:

One lake (1,573 total linear foot perimeter) located at Karanda Village V in Coconut Creek, Florida.

2. Minimum of Twelve inspections (per year) with treatment as required (approximately once every 30 days).

3. CUSTOMER agrees to pay ASI, its agents or assigns, the following sum for specified water management service:

Algae and Aquatic Weed Control	$ 92.00	Monthly
Shoreline Grass Control to the Waters Edge	Included	
One Water Chemistry Test Yearly	Included	
One Bacteria Test Yearly	Included	
Management Reporting	Included	
TOTAL PROGRAM INVESTMENT	$ 92.00	Monthly

$92.00 shall be due and payable upon execution of this Agreement; the balance shall be payable in advance in equal and consecutive monthly installments.

This Agreement shall have as its effective date the first day of the month in which services are first rendered to CUSTOMER. The contract price has been equally spread over a 12 or 24 -month payment period and does not reflect the actual fluctuating seasonal costs of service. Collection terms are net one (1) month from invoice date.

The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to ASI by 08/25/88.

4. ADDENDUM: Please initial and return the attached Aquatic Systems' Agreement Addendum.

Renewal Date: 09/01/88 TD

Aquatic Systems, Inc. Signature

Authorized Customer's Signature — Title

Print Signature — Date

Print Company Name

Addendum to Aquatic Services Agreement

1. The AQUATIC SYSTEMS' "Aquatic Vegetation Control Program" will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable:

Periodic treatments to maintain reasonable control of excessive growth of aquatic vegetation. CUSTOMER understands that some vegetation is required in any body of water to maintain a balanced aquatic ecological system.

2. AQUATIC SYSTEMS agrees to commence treatment within fifteen (15) days (weather permitting) from the date of receipt of signed Agreement.

3. Under "shoreline grass control program," AQUATIC SYSTEMS will treat border grasses and brush. Certain plants, such as grasses and cattails, leave visible structure which may take several seasons to decompose. CUSTOMER is responsible for removing such structure if desired.

4. Water use restrictions after treatment are not often required. When restrictions are required, AQUATIC SYSTEMS will notify CUSTOMER by posting signs. It is the CUSTOMER's responsibility to maintain the posted signs throughout the required period. AQUATIC SYSTEMS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.

5. Customer agrees that the services to be provided are for the benefit of CUSTOMER regardless of whether CUSTOMER has direct legal ownership of the water areas specified. In the event that CUSTOMER does not directly own the areas where services are to be provided, CUSTOMER warrants and represents that he has control of these areas to the extent that he may authorize the specified services and agrees to hold AQUATIC SYSTEMS harmless for the consequences of such services not arising out of AQUATIC SYSTEMS' sole negligence.

6. Neither party shall be responsible in damages, penalties or otherwise for any failure or delay in the performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental order and regulations, curtailment or failure to obtain sufficient material or other cause (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should AQUATIC SYSTEMS be prohibited, restricted or otherwise prevented from rendering specified services by any of the conditions, AQUATIC SYSTEMS shall notify CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall have thirty (30) days after receipt of said notice to terminate this Agreement by so notifying AQUATIC SYSTEMS in writing. Upon termination, any advance payments made for services which would have been rendered CUSTOMER after date of termination shall include, without limitation, increased material and transportation costs resulting from the supplementary supply conditions.

7. AQUATIC SYSTEMS, at its expense, shall maintain the following insurance coverages: Workman's Compensation (statutory limits), General Liability, Property Damage, Products and Completed Operations Liability, and Automobile Liability.

8. If at any time during the term of this Agreement, CUSTOMER feels AQUATIC SYSTEMS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform AQUATIC SYSTEMS by certified mail, return receipt requested, stating with particularity the reasons for CUSTOMER's dissatisfaction. AQUATIC SYSTEMS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the the original notice, CUSTOMER continues to feel AQUATIC SYSTEMS' performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("second Notice") to AQUATIC SYSTEMS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by AQUATIC SYSTEMS.

9. AQUATIC SYSTEMS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of AQUATIC SYSTEMS; however, AQUATIC SYSTEMS shall in no event be liable to CUSTOMER, or others, for indirect, special or consequential damages resulting from any cause whatsoever.

10. AQUATIC SYSTEMS reserves the right to assess a service charge, not to exceed 1-1/2% of any delinquent amount(s) outstanding for a period of thirty (30) days from the invoice date.

11. CUSTOMER agrees to pay any government tax including sales tax.

12. Collection terms are net one (1) month from invoice date.

13. Should it become necessary for AQUATIC SYSTEMS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys' fees (including those on appeal) and court costs, and all other expenses incurred by AQUATIC SYSTEMS resulting from such collection action.

14. CUSTOMER agrees to pay invoice promptly. If delinquent more than sixty (60) days AQUATIC SYSTEMS may cancel Agreement.

15. This contract price has been equally spread over a twelve (12) month payment period and does not reflect the actual fluctuating seasonal costs of service.

16. This Agreement constitutes the entire agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both AQUATIC SYSTEMS and the CUSTOMER.

Geraldine O. Abrams
Aquatic Systems, Inc. Signature

Authorized Customer's Initials

Date