

14

Prepared by and return to
Leonard Wilder, Esq.
Bakalar & Associates P.A.
150 S. Pine Island Rd. Ste 540
Plantation, FL 33324

AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR CORAL SPRING GARDEN EAST

Amends O.R. 6112, Page 385

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W/C TRI-COUNTY for:
Bakalar & Associates, P.A.
150 S Pine Island Rd. Suite 540
Plantation FL, 33324

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B

Return to Len Wilder, Esq.
150 S. Pine Island Rd. Ste 540
Plantation, FL 33324

CORPORATE RESOLUTION/CERTIFICATE OF AMENDMENT
Amends OR 6112 Page 385

WHEREAS Coral Spring Gardens East Association, Inc., is a condominium
association governed pursuant to its Declaration of Condominium and Florida law; and

WHEREAS Coral Spring Gardens East Association, Inc., consists 36 units; and

WHEREAS at least 75% of the unit owners of Coral Spring Gardens East

Association, Inc., have voted in favor of the attached amendments to the Declaration of

Condominium by written consent; therefore -

LET IT BE RESOLVED that upon the recording of this resolution and the attached
amendment(s), said amendment(s) shall take effect and bind all owners, and their heirs,
successors and assigns.

By: Coral Spring Gardens East Association, Inc.,

Karen Vasquez 4-2-13
President - KAREN VASQUEZ Date

Judith A. Brogden 4-2-13
Secretary - JUDITH BROGDEN Date

Affix Corporate Seal Here:
State of Florida
County of Broward

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments,
personally appeared [Signature] president and [Signature] secretary of Coral Spring Gardens
East Association, Inc., who are personally known to me or who produced
and who executed the foregoing instrument and did not take an oath.

[Signature]
Notary Public

My Commission Expires



PROPOSED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
FOR CORAL SPRING GARDENS EAST ASSOCIATION, INC.

Deletions to original text are struck through
Additions to original text are underlined

III. Definitions

- A. Assessment means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owner by either the Association, ~~or by the CORAL SPRING GARDENS EAST RECREATIONAL FACILITY CENTER, INC.~~
- D. Common expenses means the expenses for which the unit owners are liable to the Association, including all expenses associated with the recreational facility, including any rentals payable on property leases by CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., as hereinafter described in Article VI hereof.
- F. ~~Lease means that certain 99 year lease between Ventura Developers, Inc., as lessor, and CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., as lessee for the use of lands in the leased area as more particularly described in Article VI hereof.~~
- Q. Recreational Center means CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., the entity responsible for operation of the recreational area. The board of directors of Coral Springs East shall also act as the board of directors of the Recreational Center.

IV. Condominium Documents

- G. ~~Lease described in Article VI hereinafter and attached hereto and marked Exhibit G. The Lease referenced herein is no longer part of the condominium documents as said lease was bought out in 1985.~~

VI. 99-Year Lease Recreational Facility

~~As a covenant running with this condominium, and as a specific condition to submitting the condominium property to condominium ownership, the association, the individual unit owner shall be bound to observe and perform all the duties, obligations and liabilities on the part of the lessee to be observed and performed as set forth in that certain long term lease hereinafter referred to as Lease, which is to be entered into by Developer as Lessor, and CORAL SPRING GARDENS EAST~~

~~RECREATIONAL CENTER, INC., a Lessee. Said lease shall be recorded in the Official Records of Broward County, Florida, immediately following the recordation of this Declaration of Condominium by Developer. Said Lease shall be subject to all the terms, conditions and covenants of this Declaration of Condominium, and said leased property is described as follows:~~

The Recreational Facility, legally described as follows:

Portions of Lots 7 and 8, block M, Coral Springs Village Green, as recorded in Plat Book 60, Page 31, of the public records of Broward County, Florida more particularly described as follows:

Beginning at the Northwest corner of said Lot 7; thence Easterly along the North line of Lots 7 and 8, a distance of 205.33 feet; thence Southerly at right angles, a distance of 44.17 feet; thence Westerly at right angles, a distance of 204.25 feet to a point on the Westerly line of said Lot 7; thence Northerly along the same Westerly line making an included angle of $91^{\circ} 23' 48''$ an arc distance of 44.18 feet to the Point of Beginning, TOGETHER WITH A permanent easement for ingress and egress over and across portions of Lots 8 and 9 of Said Block M, as more fully described as follows:

Beginning at the Southeast corner of said Lot 9; thence Northerly along the East line of said Lot 9 at a distance of 135.73 feet; thence Westerly making an included angle of $91^{\circ} 23' 48''$ a distance of 125.43 feet; thence Southerly at right angles a distance of 13 feet; thence Easterly at a right angles a distance of 13 feet; thence Easterly at right angles a distance of 112.74 feet; thence Southerly along a line 13 feet west (as measured at right angles) and parallel with the said Easterly line of Lot 9 a distance of 122.73 feet to a point on the Southerly line of said Lot 9; thence Easterly along the said Southerly line making an included angle of $91^{\circ} 23' 48''$ a distance of 12 feet to the point of beginning.

~~The aforementioned 99-year lease requires the payment by the the Lessee of an annual rental which shall be payable in monthly installments to Lessors as is more fully provided in said Lease. Said 99-year lease also contains provisions providing for the adjustment of said rent in case of any increase in the cost of living:~~

~~The Developer, as the owner of all the units in CORAL SPRING GARDENS EAST, a condominium, has reserved the right to create a lien against each of the units in CORAL SPRINGS GARDENS EAST in favor of the Lessor as security for the payment of said rental. A unit owner shall not be responsible for the default of another owner in failing to pay his share of the rental due on said lease.~~

is no longer subject to the 99-year lease referenced in the original declaration and thus has been owned outright by the Coral Springs Garden East Recreational Center, Inc., since February 1985, per the warranty deed recorded in OR book

12321 at Page 30 of the public records of Broward County, Florida. Upon passage of this Amendment, and the corresponding amendment to the Declaration of Condominium for Coral Spring Gardens East II Association, Inc., the Recreational Center shall be for the sole use of the owners/residents within Coral Spring Garden East Association, Inc., and their guests.

IX. ASSESSMENTS

- A. Share of Expense, Common Expense. The expense for the operation and maintenance of the common elements and property leased pursuant to the provisions of Article VI, as well as the recreational facility, shall be a common expense. Each unit owner shall be liable for his share of said common expense and rentals, which share of expense and rentals is set forth in Article VIII D. 2.

~~(1) as a covenant running with this condominium and as a specific condition to submitting the condominium property to condominium ownership, the individual unit owner shall be bound to observe and perform all of the conditions, obligations and liabilities on the part of the lessee to be observed and performed as set forth in that certain lease (hereinafter referred to as the "Lease") to be entered into immediately following the recordation of this Declaration of Condominium by the Developer. The moneys to be paid by CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., in connection with its performance of the terms of said lease, shall be deemed a special common expense subject to the limitations of liability for this particular special common expense as set forth in subparagraph (2) below.~~

~~(2) Notwithstanding any provisions in this Declaration to the contrary, should the holder of any institutional mortgage on a unit become the owner of such mortgaged unit by foreclosure of such mortgage or by deed in lieu of foreclosure, then there shall be no liability on such mortgagee for payment of any portion of the obligations arising from said lease. This immunity and waiver of obligations in favor of the mortgagees shall apply to all obligations arising from the lease which have accrued prior to the acquisition of title by the mortgagee as well as such liability accruing or becoming payable prior to the sale or rental of such unit by said mortgagee owner. Nothing herein contained shall require the Association or owners of any other units to pay to the Lessor any portion of the obligations under the lease to compensate the Lessor therein for the rentals or other obligations waived in the manner set forth above.~~

XI. USE RESTRICTIONS

A. Single family residences- The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the units for which provision is made by the condominium documents shall be occupied by a single family as its residence. No more than two (2) permanent occupants per bedroom is allowed. A permanent occupant is an individual residing in a unit in excess of thirty (30) days in any 365 day period. No individual may permanently occupy a unit without first submitting to the application process and receiving prior approval of the Board.

~~The property leased by the Association shall be utilized only for recreational purposes. The recreational facility shall be used for recreational purposes and for such other lawful purposes as authorized by the Board of Directors.~~

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XIV. ~~ADDITIONAL RIGHT OF MORTGAGEES~~

~~As provided in Article VI hereof, the Association is obligated to perform all the obligations of the Lessee in the Lease described in said Article. Notwithstanding any provision in this Declaration to the contrary, should the holder of any institutional mortgage on a unit become the owner of such mortgaged unit by foreclosure of such mortgage or by deed in lieu of foreclosure, then there shall be no liability on such mortgagee for payment of any portion of the rentals, taxes or others obligations arising from said lease. The foregoing immunity and waiver of obligation to the mortgagees shall apply to all obligations arising from the lease which accrue and/or become payable prior to the acquisition of title to the mortgaged unit by the mortgagee as well as such liability accruing and/or becoming payable prior to the sale or leasing by said mortgagee-owner. Nothing herein contained shall require the Association or owners of any other units to pay to the Lessor any portion of the obligations under the lease to compensate the Lessor therein for the rentals and/or other obligations waived in the manner set forth above. The rights accorded an institutional mortgagee shall not include the extinguishment of the right to claim a lien held by the Developer as lessor, and said rentals shall only abate on said unit until such time as said unit is either sold or leased by the holder of said institutional first mortgage.~~

~~XVI CORAL SPRINGS GARDENS EAST RECREATIONAL CENTER, INC~~

VENTURA DEVELOPER, INC., is the owner (lessor) of the fee simple title to certain lands and improvements located thereon, which are not part of the lands submitted to condominium ownership. These lands constitute the recreational area and shall be operated by a non-profit corporation known as CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., for the use and benefit of the owners or occupants of individual apartment units constructed on the lands owned by the Developer (lessor) adjacent to the recreational area. At the time of purchase of each apartment unit, the purchaser shall be given an undivided 99-year non-exclusive sublease which shall entitle the lessee to utilize the facilities of the center and provide for the payment of certain rentals and lessee's fractional share of the costs of taxes, insurance, maintenance and other costs incurred in the operation of the center. The sublease shall be subject to each of the terms and conditions of the lease between VENTURA DEVELOPERS, INC., (lessor) and CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., (lessee) and specifically each purchaser shall agree to pay on a monthly basis, to his own condominium association or managing agent the monthly rental together with his fractional share of the costs incurred in the operation of the recreational area. Thereafter, each condominium association or managing agent shall transmit the rental monies and fractional assessments to CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., whose responsibility it will be to remit to lessor. All rentals payable by lessee are subject to increase by adjustment in accordance with the cost of living index as more fully set forth in the lease between VENTURA DEVELOPERS, INC., and CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC.

It is further provided that the lessor shall have a lien against each such apartments until to secure payment of the rental due pursuant to the lease and CORAL SPRINGS GARDENS EAST RECREATIONAL CENTER, INC., shall have an inferior and subordinate lien against each apartment unit to secure payment of the rental due, said liens being more fully set forth in the By-Laws of CORAL SPRINGS GARDENS EAST RECREATIONAL CENTER, INC., attached to the Declaration of Condominium.

Prepared by:
ROBERT KAYE & ASSOCIATES, P.A.
6261 NW 6th Way, Suite 103
Ft. Lauderdale, FL 33309

INSTR # 105236520
OR BK 40198 Pages 1158 - 1162
RECORDED 08/02/05 08:15:57
BROWARD COUNTY COMMISSION
DEPUTY CLERK 3075
#1, 5 Pages

ROBERT KAYE & ASSOCIATES, P.A.
WILL CALL #109

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM OF
CORAL SPRING GARDENS EAST, A CONDOMINIUM AND
BY LAWS OF
CORAL SPRING GARDENS EAST ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Coral Spring Gardens East, and the By-Laws of Coral Spring Gardens East, as described in Official Records Book 6112 at Page 385 of the Public Records of Broward County, Florida was/were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 27 day of July, 2005, at Coral Springs, Broward County, Florida.

By: Judith L. Brogden


Print: JUDITH L. BROGDEN

Attest: Rachael Myles

Print: Rachael Myles

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 27 day of July, 2005 by Judith L. Brogden as President and Rachael Myles as Secretary of Coral Spring Gardens East Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced n/a as identification.

NOTARY PUBLIC-STATE OF FLORIDA
 Anne M. Saathoff
Commission # DD393732
Expires: MAR. 20, 2009
Bonded Thru Atlantic Bonding Co., Inc.

NOTARY PUBLIC:

Sign

print

Anne M Saathoff
State of Florida at Large

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
CORAL SPRING GARDENS EAST, A CONDOMINIUM,
AND TO THE BY-LAWS OF
CORAL SPRINGS GARDENS EAST ASSOCIATION, INC.

(additions indicated by underlining, deletions by "----",
and unaffected language by "...")

TO THE DECLARATION

**VIII. OWNERSHIP OF CONDOMINIUM, MAINTENANCE AND
ALTERATIONS**

Each condominium unit shall include the following interest, rights,
easements and appurtenances in the condominium:

...

H. ALTERATION AND IMPROVEMENT: No unit owner shall make any alterations in the portions of the unit and buildings which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the buildings, or impair any easement, without first obtaining unanimous the approval of all a majority of the owners of other units in the condominium, and the approval of the Board of Directors of the Association.

...

XI. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

...

F. Conveyances - In order to secure a community of congenial residents and thus protect the value of the units, the sale, leasing and mortgaging of units by any owner other than the Developer shall be subject to the following provisions so long as the buildings, in useful condition, exist upon the land:

1. Sale or lease - No unit owner may dispose of a unit or any interest therein by sale or by lease for any term without approval of the Association, except to another unit owner. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval of those individuals who will be occupants of the unit. The approval of the Association shall be obtained as follows:

(a) Notice to Association. A unit owner intending to make a bona fide sale or a bona fide lease for a period of longer than one year of his unit or any interest therein shall give notice to the Association of such intention, together with such name and address of the proposed purchaser or lessee, together with such other information as the Association may require. Additionally, as a condition for purchase at the time of submission of an application for approval of occupancy by the Board pursuant to a proposed sale and purchase of a unit as elsewhere provided herein, the person seeking approval to purchase the unit ("remitter/buyer") shall remit to the Association a check in the amount of ONE THOUSAND EIGHT HUNDRED AND 00/100 (\$1,800.00) DOLLARS to be utilized as a deposit as hereinafter described. No application shall be considered complete unless the deposit has been paid. In the event the transfer is disapproved by the Association as provided herein, the funds will be returned to the remitter/buyer within ten (10) business days of such disapproval. In the event the transfer is approved, the sums shall be held in escrow by the Association pursuant to the following terms and conditions:

(i) All sums received by the Association under this provision will be kept in a non-interest bearing account and shall not be commingled with other funds of the Association.

(ii) The sums tendered relative to any purchase and sale shall be disbursed to the Association under the following conditions:

(a) Title is transferred as a consequence of the

unit being foreclosed by a lienholder other than the Association; or

(b) Title is transferred as a consequence of the unit being foreclosed by the Association for past due assessments; or

(c) Title is transferred, voluntarily or involuntarily, and assessments, late fees, interest, costs of collection, attorney's fees and costs are due and owing to Association; or

(d) Upon the filing of any bankruptcy by any of the owners of the unit; or

(e) Title is transferred by virtue of a deed in lieu of foreclosure.

(iii) Upon the occurrence of the events described in Subparagraph (ii) (a) through (e), the Board shall be authorized to disburse all or a portion of the escrow sums to the Association as reimbursement for any past due regular and special assessments, late fees, interest, costs of collection, damage to common elements, fines, attorneys' fees and costs incurred by, or due and owing to Association relative to the subject unit. The balance remaining in escrow after such disbursement to the Association, if any, shall be disbursed to remitter/buyer unless prior written instructions are provided to the Association by the remitter/buyer to disburse any such funds to an alternate person.

(iv) In the event that all regular and special assessments are current, and there are no other charges against the unit described in Subsection (ii) above, upon the occurrence of an event described in Subparagraph (ii) (a), (d) or (e) the amount remaining in escrow shall be refunded to the remitter/buyer or to an alternate person pursuant to written instructions received from remitter/buyer.

(v) In the event title is not transferred as described in

Subparagraph (ii) above, and remitter/buyer has established an on-time payment history with Association for twenty four (24) consecutive months or the unit is subsequently sold by remitter/buyer, whichever date is earlier, the sums shall be disbursed to remitter/buyer unless prior written instructions are provided by the remitter/buyer to the Association to disburse any such funds to an alternate person.

...

(d) Economic criteria. So as to insure the availability of sufficient funds for the operation and management of the Condominium, the Board of Directors may establish from time to time, by Rule, economic criteria of all applicants for purchase establishing a system reasonably designed to address the financial capability of a prospective purchaser to meet the financial obligations of apartment ownership. Such criteria shall include, but not be limited to, access to and availability of sufficient funding to meet the ongoing maintenance assessments, and special assessment obligations, as same may arise from time to time. Failure to meet such criteria shall be a basis for the disapproval of applicant(s) for purchase as a failure to qualify hereunder. It shall be specifically acknowledged that the availability of a mortgage to fund the proposed purchase is not conclusive of financial capability unless the interest of the Association is made superior to any such claims by way of a subordination agreement.

...

TO THE BYLAWS

~~9. No children under 14 years of age shall reside as permanent residents in any condominium apartment. However, children may visit the condominium premises for periods not to exceed two (2) weeks. Visits of longer duration must be approved by the board of directors.~~

...

Prepared by:
ROBERT KAYE & ASSOCIATES, P.A.
6261 NW 6th Way, Suite 103
Ft. Lauderdale, FL 33309

INSTR # 103614411
OR BK 36881 Pages 2 - 6
RECORDED 01/02/04 14:46:51
BROWARD COUNTY COMMISSION
DEPUTY CLERK 3075
#1, 5 Pages

WILL CALL #109

ROBERT KAYE & ASSOCIATES, P.A.

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM FOR
CORAL SPRING GARDENS EAST, A CONDOMINIUM AND
BY-LAWS OF
CORAL SPRING GARDENS EAST ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium and By-Laws, an exhibit to the Declaration of Condominium of Coral Spring Gardens East, A Condominium, as described in Official Records Book 6112 at Page 385 of the Public Records of Broward County, Florida were duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 22 day of December, 2003, at Coral Springs, Broward County, Florida.

By: Judith L. Brogden

Print: JUDITH L. BROGDEN

Attest: Nestor Sedano

Print: SEDANO, NESTOR

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 22 day of December, 2003 by Judith L. Brogden as President and Nestor Sedano as Secretary of Coral Spring Gardens East Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced n/a as identification.

NOTARY PUBLIC:

sign

print Anne M Saathoff
State of Florida at Large



Anne M. Saathoff
Commission # 00990021
Expires March 20, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

My Commission Expires

AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
CORAL SPRING GARDENS EAST, A CONDOMINIUM
AND BY-LAWS OF
CORAL SPRING GARDENS EAST ASSOCIATION, INC.

(additions indicated by underlining, deletions by "—",
and unaffected language by "...")

IX. ASSESSMENTS

Assessments against unit owners shall be made by the Association and shall be governed by the following provisions:

...

C. Assessments for Recurring Expense: Assessments for recurring expenses for each account shall include the estimated expenses chargeable to the account and a reasonable allowance for contingencies and reserves less the unused fund balance credit to such account. Assessments shall be made for the calendar year annually in advance on December first preceding the year for which assessments are made, and such annual assessments shall constitute a lien for the total amount of all such annual assessments against the unit for which such assessment is made. Such assessments shall be due in ~~four (4)~~ equal installments, quarterly or monthly, as the Board may determine from time to time, payable on the first of January, April, July and October or each month of the year for which assessments are made. Upon default of any unit owner in the payment of such quarterly or monthly installments within thirty (30) days after the due date thereof, then the Association at its option and without notice shall be entitled to accelerate the payment of the balance of such quarterly or monthly installments for the then current assessment year. In the event such an annual assessment proves to be insufficient it may be amended at any time by action of a majority of the Board of Directors of the Association. The unpaid assessment for the remaining portion of the year shall be due in quarterly installments on the first day of each month of said quarter thereafter during the year for which the assessment is made. If an annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

...

(BY-LAWS)

6.3 Assessments. Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due ~~in four equal installments on the first days of January, April, July and October of the year for which the assessments are made~~ monthly or quarterly, as determined by the Board of Directors from time to time. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and quarter-annual or monthly installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the board of directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the approval of the membership of the Association as required in these by-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment if made on or after July 1; and if made prior to July, one-half of the increase shall be due upon the date of the assessment and the balance of the increase shall be due upon the next July 1. The first assessment shall be determined by the board of directors of the Association.

XI. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

A. Single family residences - The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the units for which provision is made by the condominium documents shall be occupied only by a single family as its residence. No more than two (2) permanent occupants per bedroom is allowed. A permanent occupant is an individual residing in a unit in excess of thirty (30) days in any 365 day period. No individual may permanently occupy a unit without first submitting to the application process and receiving prior approval of the Board.

XI. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

D. Leasing - Entire units may be rented, provided the occupancy is only by the Lessee and his family and is not for less than one month and not longer than one year subject to annual renewal. Unit owners are restricted to only one (1) lease in any twelve (12) month period. No rooms may be rented and no transient tenants accommodated. All leases and/or renewals must be approved by the Board of Directors of the Association.

No apartment may be leased during the first twelve (12) months of ownership. In the event an owner purchases a second apartment at the Condominium, neither apartment may be rented for a period of twelve (12) months following the acquisition of title on the second apartment. In the event that an apartment is purchased when it is the subject of a previously approved lease, the approved tenant may continue to occupy the apartment for the duration of that previously approved lease term. At the termination of that lease, the apartment may not be leased again for the next twelve (12) month period. The Board of Directors may allow a hardship exception to this restriction only in the event of the death of the owner and upon the inheritance of the apartment by the deceased owner's heirs.

(b) Election of Association. Within thirty (30) days after receipt of such notice of intent to sell, the application, application fee and such other information as the Association may require, the Association must approve the transaction or furnish a purchaser or lessee approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice. Such purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the approval of the Association in which to close the transaction. Within thirty (30) days after receipt of unit owner's notice of intent to lease, the application, application fee and such other information as the Association may require, the Association must either approve or disapprove the proposed lease. If the Board of Directors disapproves a lease, such lease shall not occur. The approval of the

Association shall be in recordable form, executed by the President or Vice-President of the Association and delivered to the approved lessee ~~and as to an approved purchaser~~ and it shall be recorded in the Public Records of Broward County, Florida, in order to validate the conveyance of the unit. In the event that the Association does not furnish a purchaser or lessee approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice within thirty days after receipt of such notice, then and in that event the seller shall be free to sell or lease his unit to the proposed purchaser or lessee, and the Association shall provide the purchaser or lessee of said sale or lease with an approval in recordable form.

TO THE BY-LAWS

2. Members' meetings.

2.1 The annual members' meeting shall be held ~~at the office of the corporation at 10 o'clock A.M. on the first day of December of each year~~ on a date and time and at a place designated by the Board of Directors for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

This instrument prepared by:
(and to be returned to:)
Irvin W. Nachman, Esquire
4441 Stirling Road
Ft. Lauderdale, Florida 33314

INSTR # 101158828
OR BK 31817 PG 0133
RECORDED 07/09/2001 09:34 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1037

Certificate of Amendment
to the
Declaration of Condominium
for
Coral Spring Gardens East, A Condominium

The Declaration of Condominium of the following condominium was duly recorded in the Official Records Book, at such pages of the Public Records of Broward County, Florida, as indicated below:

<u>CONDOMINIUM</u>	<u>OFFICIAL RECORDS</u> <u>BOOK</u>	<u>COMMENCING</u> <u>AT PAGE:</u>
Coral Spring Gardens East	6112	385

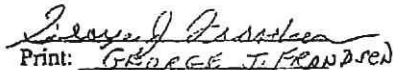
Pursuant to the provisions of Article XII of the Declaration, amendments to the Declaration were made, approved and ratified by the requisite vote of the members of the condominium at the Meeting of the Members held on May 24, 2001 (27 in favor, 5 against) and having been separately approved by a 75 percent majority of the Board.

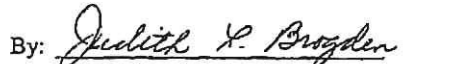
This Certificate and the attached Amendments to the Declaration are being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records, the attached Amendments will become effective.

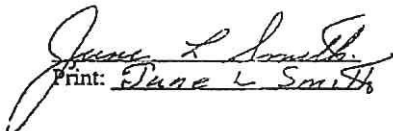
IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the Corporation affixed hereto, this 28 day of June, 2001.

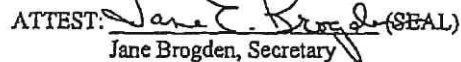
WITNESSETH:

CORAL SPRING GARDENS EAST
ASSOCIATION, INC.


Print: GEORGE T. FRANDSEN

By: 
Judy Brogden, President
c/o Condo Management Alternative, Inc.
9365 W. Sample Road Suite 203
Coral Springs, Florida 33065


Print: JANE L. SMITH

ATTEST:  (SEAL)
Jane Brogden, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of June, 2001 by Judy Brogden, the President and Jane Brogden, the Secretary of Coral Spring Gardens East Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. They are each personally known to me or provided n/a as identification.


Notary Public, State of Florida

Printed Signature of Notary

Anne M. Seathoff
Commission # CC998321
Expires March 20, 2003

AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
CORAL SPRING GARDENS EAST

Underline denotes Addition
~~Strike-through~~ denotes Deletion

XII. AMENDMENT

A. Declaration of Condominium. Except as herein otherwise provided, amendments to the Declaration shall be adopted as follows:

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

2. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the unit owners meeting as members of the Association and, after being proposed and approved by one of such bodies, it must be approved by the other. Directors and unit owners not present at the meeting considering the amendment may express their approval or disapproval in writing. Such approvals must be by not less than seventy-five (75%) per-cent percent of the Board of Directors and by not less than ~~seventy-five (75%)~~ a majority of the members of the Association, except as to an amendment altering the shares of ownership in the common elements or the ~~same share~~ share of the common elements ~~expenses or common surplus~~ of the condominium or the voting rights of any of the owners of the condominium, any of which shall require the approval of one hundred ~~per-cent (100%)~~ (100%) percent of the owners.

(The balance of Article XII shall remain unaffected)

This instrument prepared by:
(and to be returned to:)
Irvin W. Nachman, Esquire
4441 Stirling Road
Ft. Lauderdale, Florida 33314

INSTR # 101158827
OR BK 31817 PG 0131
RECORDED 07/09/2001 09:34 AM
COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1037

Certificate of Amendment
to the
By-Laws
for
Coral Spring Gardens East Association, Inc.

The Declaration of Condominium of the following condominium was duly recorded in the Official Records Book, at such pages of the Public Records of Broward County, Florida, as indicated below:

<u>CONDOMINIUM</u>	<u>OFFICIAL RECORDS</u> <u>BOOK</u>	<u>COMMENCING</u> <u>AT PAGE:</u>
Coral Spring Gardens East	6112	385

Attached thereto as Exhibits, were the original By-Laws of the Association.

Pursuant to the provisions of Article 8 of the By-Laws, amendments to the By-Laws were made, approved and ratified by the requisite vote of the members of the condominium at the Meeting of the Members held on May 24, 2001 (27 in favor, 5 against).

This Certificate and the attached Amendments to the By-Laws are being filed in the Public Records of Broward County, Florida. Upon proper recordation and filing in the Public Records, the attached Amendments will become effective.

IN WITNESS WHEREOF, the Corporation specified below has caused these presents to be executed by its duly authorized officers and the seal of the Corporation affixed hereto, this 28 day of July, 2001.

WITNESSETH:

CORAL SPRING GARDENS EAST
ASSOCIATION, INC.

George J. Frandsen
Print: GEORGE J. FRANDSEN

By: Judith L. Brogden
Judy Brogden, President
c/o Condo Management Alternative, Inc.
9365 W. Sample Road Suite 203
Coral Springs, Florida 33065

Jane L. Brogden
Print: Jane L. Brogden

ATTEST: Jane L. Brogden (SEAL)
Jane Brogden, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of June, 2001 by Judy Brogden, the President and Jane Brogden, the Secretary of Coral Spring Gardens East Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. They are each personally known to me or provided N/A as identification.

[Signature]
Notary Public, State of Florida

Printed Signature of Notary
(SEAL)



Anne M. Saathoff
Commission # CC998821
Expires March 20, 2005
Banded Thru
Atlantic Bonding Co., Inc.

AMENDMENT
TO THE
BY-LAWS
OF
CORAL SPRING GARDENS EAST ASSOCIATION, INC.

Underline denotes Addition

~~Strike-through~~ denotes Deletion

8. AMENDMENTS. These By-Laws may be amended in the following manner:

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

2. Resolution. A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be ~~either by:~~

a. ~~Not less than 75% of the entire membership of the board of directors and by not less than 75% a majority of the votes of the entire membership of the Association;~~ or

b. ~~By not less than 80% of the votes of the entire membership of the Association;~~ or

c. ~~Until the first election of directors, by all of the directors.~~

(The balance of Section 8 shall remain unaffected)

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM

OF CORAL SPRING GARDENS EAST, A CONDOMINIUM

89328281

WITNESSETH:

WHEREAS, the Declaration of Condominium of CORAL SPRING GARDENS EAST, A CONDOMINIUM, was duly recorded among the Public Records of Broward County, Florida in Official Records Book 6112, at Page 385, and

WHEREAS, at a duly called and noticed meeting of the Board of Directors of CORAL SPRING GARDENS EAST ASSOCIATION, INC., a Florida not-for-profit corporation, held on February 9, 1989, at which a quorum was present, the Board of Directors approved the amendment to the Declaration of Condominium set forth hereinbelow by an affirmative vote in excess of that required for amendments to the Declaration of Condominium; and

WHEREAS, at a duly called and noticed meeting of the membership of CORAL SPRING GARDENS EAST ASSOCIATION, INC., a Florida not-for-profit corporation, held on April 13, 1989, at which a quorum was present, the members approved the amendment to the Declaration of Condominium set forth hereinbelow by an affirmative vote in excess of that required for amendments to the Declaration of Condominium; and

NOW THEREFORE, the undersigned hereby certify that the following amendment to the Declaration of Condominium is a true and correct copy of the amendment to the Declaration of Condominium as approved by the Board of Directors and the members:

AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF CORAL SPRING GARDENS EAST, A CONDOMINIUM
(additions indicated by underlining, deletions by "-----")

Article IX. K. of the Declaration of Condominium of Coral Spring Gardens East, a Condominium, is amended as follows:

IX. ASSIGNMENTS

Assignment against the unit owners shall be made by the Association and shall be governed by the following provisions:

K. Collections:

1. Interest, application of payments, assessments and installments paid on or before thirty days after due date shall not bear interest; but all sums not paid on or before thirty days after due date shall bear interest at the rate of ~~eight~~ ten percent ~~(8%)~~ (10%) per annum highest rate allowable by

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law from due date of payment. All payments on account shall be applied first to the debt, if accrued, and then to the assessment payment first.

2. In the event the delinquent unit owner is renting the unit, the Association is empowered upon written notice to the unit owner and tenant, to require, as a condition of continued occupancy by the tenant, that all rental payments be made directly to the Association, such payments being applied to the delinquent assessments and interest thereon and any surplus shall be paid to the unit owner. All leases entered into for units in the Condominium shall contain an express provision incorporating this provision and, if no such express provision is contained in the lease, such lease shall be deemed to include such provision. Failure by the tenant to make such payments to the Association shall be a violation of this Declaration and shall be subject to the provisions of Article XI, Section 6, governing consequences and default.

3. The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of lien securing the assessment or by any other competent proceeding and in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest at the legal rate and costs and attorneys' fees.

IN WITNESS WHEREOF, CORAL SPRING GARDENS EAST ASSOCIATION, INC., has caused this Amendment to the DECLARATION OF CONDOMINIUM OF CORAL SPRING GARDENS EAST, A CONDOMINIUM, this 8 day of August, 1989.

CORAL SPRING GARDENS EAST ASSOCIATION, INC.

(SEAL)

BY: Paul Roynok
Paul Roynok, President

BY: Wendy Warren
Wendy Warren, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me personally appeared PAUL ROYNOK and WENDY WARREN to me well known, and known to be the individuals described in and who executed the foregoing instrument as President and Secretary respectively of the above-named corporation, and they acknowledged to and before me that they executed such instrument as such President and Secretary of the above-named corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 8 day of August, 1989.

[Signature]
Notary Public
State of Florida

My Commission Expires
NOTARY PUBLIC, STATE OF FLORIDA
LLOYD W. PROCTOR, F.L.

BR#6682PC1571

PROSPECTUS
FOR
CORAL SPRING GARDENS EAST,
A Condominium

DEVELOPER
is
VENTURA DEVELOPERS, INC.
P.O. Box 132
Dania, Broward County,
Florida 33004

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING
THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS
REFERENCE SHOULD BE MADE TO THIS PROSPECTUS AND ITS EXHIBITS.

IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT
ARE SET FORTH COMMENCING ON PAGE 2 OF THIS PROSPECTUS.

This Prospectus has been prepared pursuant to Chapter 711, Florida Statutes, in connection with the offering for sale of residential condominium parcels (hereinafter called "Apartments") in CORAL SPRING GARDENS EAST, a Condominium (hereinafter called "Condominium"). The Condominium is being developed by VENTURA DEVELOPERS, INC., a Florida corporation, (hereinafter referred to as "Developer"). The Developer calls to your attention the following statements, to be considered in purchasing a Condominium unit.

IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT

1. THE CONDOMINIUM IS BEING CREATED AND SOLD ON FEE SIMPLE INTEREST.
2. THERE IS A RECREATIONAL FACILITIES LEASE ASSOCIATED WITH THIS CONDOMINIUM. (See Section VI of this Prospectus and Lease as same is exhibit to Declaration of Condominium attached hereto).
3. YOUR OWNERS WILL BE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT, RENT AND FEES CALLED FOR UNDER THE RECREATIONAL FACILITIES LEASED OR THE OTHER INSTRUMENTS PROVIDING THE RECREATIONAL FACILITIES AS A MANDATORY CONDITION OF UNIT OWNERSHIP. (See Section VI of this Prospectus as well as lease as same is attached as exhibit to Declaration of Condominium).
4. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS, RENT, OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNERS FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN. (See Section VI of this Prospectus and Pages _____ and _____ of Declaration of Condominium).
5. THE SALE, LEASE OR TRANSFER OF AN APARTMENT UNIT BY OTHER THAN THE DEVELOPER OR APPROVED MORTGAGEE IS RESTRICTED OR CONTROLLED. (See Section VIII of Prospectus and Article _____, Page _____, of Declaration of Condominium).

THE STATEMENTS SET FORTH ABOVE ARE ALL SUMMARY IN NATURE A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES AS WELL AS THE ENTIRE SET OF DISCLOSURE MATERIALS AND HIS CONTRACT OR PURCHASE AGREEMENT. ALL DISCLOSURE MATERIALS, CONTRACT DOCUMENTS AND BROCHURE MATERIALS ARE IMPORTANT LEGAL DOCUMENTS AND IF NOT UNDERSTOOD, PROSPECTIVE PURCHASER SHOULD SEEK LEGAL ADVICE.

TABLE OF CONTENTS

<u>PROSPECTUS</u>	<u>PAGE</u>
TITLE PAGE	1
INTRODUCTION	2
TABLE OF CONTENTS	3-4
SECTION I-DESCRIPTION	5
SECTION II-LEASING	5
SECTION III-RECREATIONAL LEASE	5
SECTION IV-CONDOMINIUM BUILDING	6
SECTION V-COMPLETION	6
SECTION VI-RECREATIONAL FACILITIES	6
SECTION VII-CONTROL OF ASSOCIATION	7
SECTION VIII-RESTRICTIONS	8
SECTION IX-UTILITIES	8
SECTION X-CONTRACTS	8
SECTION XI-APPORTIONMENT OF COMMON EXPENSES	8
SECTION XII-CLOSING EXPENSES	9
SECTION XIII-IDENTIFICATION OF DEVELOPER	9
INTRODUCTION TO BUDGETS	10
SCHEDULE 1-PERSONAL PROPERTY INCLUDED IN RECREATIONAL AREA	11
SCHEDULE 2-PROJECTED OPERATING BUDGET--CORAL SPRING GARDENS EAST CONDOMINIUM ASSOCIATION	12
SCHEDULE 2-A-PROJECTED OPERATING BUDGET--CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC.	13

DECLARATION OF CONDOMINIUM

INTRODUCTION	1
I. NAME	1
II. LEGAL DESCRIPTION OF LAND	1
III. DEFINITIONS	2
IV. CONDOMINIUM DOCUMENTS	3

	<u>PAGE</u>
V. BASIC PROPERTY COMPONENTS	4
VI. 99-YEAR LEASE	4
VII. DEVELOPER'S UNITS AND PRIVILEGES	5
VIII. OWNERSHIP OF CONDOMINIUM UNITS, MAINTENANCE AND ALTERNATIONS	6
IX. ASSESSMENTS	9
X. ADMINISTRATION	12
XI. USE RESTRICTIONS	20
XII. AMENDMENT	23
XIII. TERMINATION	25
XIV. ADDITIONAL RIGHTS OF MORTGAGEES	25
XV. COVENANTS RUNNING WITH THE LAND	26
XVI. CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC.	26
XVII SEVERABILITY	27

EXHIBITS

A, A-1 AND B THROUGH B-7 and B-9--Plot plan of property and floor plans showing the various floors of the apartment buildings which are submitted to the provisions of Chapter 711, Florida Statutes, 1963, as amended duly certified as required under said Act.

C--Articles of Incorporation of CORAL SPRING GARDENS EAST ASSOCIATION, INC

D--By-Laws of CORAL SPRING GARDENS EAST ASSOCIATION, INC.

E--Rules and Regulations of CORAL SPRING GARDENS EAST

F--Warranty Deed

G--Master Lease

H--Articles of Incorporation of CORAL SPRING GARDENS EAST
RECREATIONAL CENTER, INC.

I--By-Laws of CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC.

SECTION I

DESCRIPTION

The Condominium shall be known as CORAL SPRING GARDENS EAST and submitted to condominium ownership in accordance with Florida statutes, Chapter 711, it is located at 8605 West Sample Road, in the City of Coral Springs, Florida, the maximum number of units to be included in the Condominium shall be thirty-six (36) units as more particularly described in the Declaration of Condominium being attached hereto as exhibit, HOWEVER, the Developer reserves the right to build on land adjacent to this Condominium another project containing eight (8) or less units which will have the right to share in the use of the recreational facilities. Therefore the maximum number of units that could use recreational facilities will be forty-four (44) apartments. If Developer exercises its right to construct the additional eight (8) units each unit will be liable for its one-forty-fourth (1/44) share of common maintenance, HOWEVER, if Developer does not exercise its right to construct the additional units each apartment unit will then be responsible for one-thirty-sixth (1/36) of the common maintenance for recreational area. Provided further that irrespective of whether Developer exercises its right each unit shall be liable for initial monthly rental obligation of Twenty and No/100 (\$20.00). In the event the Developer exercises its right to build and include in the use of the recreational facilities the additional eight (8) or less units the Developer will not expend any additional moneys to enlarge the recreational facilities in that it is in the opinion of Developer that the facilities as constructed are sufficient for the use of the maximum number of units projected to use the facility.

SECTION II

LEASING

The Developer does not presently plan to lease any of the apartments, however the Developer reserves the right to lease the apartments if any of the apartments remain unsold.

SECTION III

RECREATIONAL LEASE

THESE APARTMENT UNITS WILL BE TRANSFERRED SUBJECT TO A LEASE THAT EXPIRES JANUARY 31, 2074, AND THE LESSEES (UNIT OWNERS) INTEREST WILL TERMINATE UPON EXPIRATION OF THE LEASE. Said lease is for recreational facilities as more particularly described in the lease being an exhibit attached hereto, and which in part provides for:

1. Lien to Developer on each individual unit to guarantee payment.
2. Renewal option after initial 99 year term.

3. Option to purchase ten (10) years after commencement.
4. Costs of living adjustment after ten (10) years and other specific terms and conditions of which the purchaser should familiarize himself.

SECTION IV

CONDOMINIUM BUILDING

CORAL SPRING GARDENS EAST is a three (3) story building containing thirty-six (36) apartment units. There are located within the building thirty (30) two (2) bedroom, two (2) bathroom apartments; four (4) one (1) bedroom, one (1) and one-half ($\frac{1}{2}$) bathroom apartments; and two (2) one (1) bedroom, one (1) bathroom apartments. A detailed survey and architectural diagram are incorporated into the Declaration of Condominium as exhibits and which survey delineates the area owned by the unit owners in common and the area retained by the Developer as a recreational facility.

SECTION V

COMPLETION

The estimated latest date of completion is February 1, 1975, provided however the Developer is not liable for any delay whatsoever.

SECTION VI

RECREATIONAL FACILITIES

The Condominium recreational facilities include a pool, pool deck and recreational building. Incorporated into the recreational building is an exercise room (approximately 94.5 square feet), laundry facility (approximately 25 square feet), kitchen (approximately 70 square feet), mens and ladies restroom (approximately 30 square feet each) and card-game room (approximately 820 square feet). The recreational building has the capacity of being used by approximately one hundred (100) people. The pool deck area is 37' x 75' or a total of 2,765 square feet and the pool is 20' x 40' or a total of 800 square feet. The pool is heated and has a varying depth of three (3) to six (6) feet and approximate capacity of forty (40) people. Also included within the recreational facilities is a barbecue and picnic area in which there are three (3) picnic tables and barbecue located west of the pool area and utilize approximately fifty (50) square feet of the recreational facilities. Additionally, there is a shuffleboard area located on the north side of the recreational building which utilizes approximately three hundred thirty (330) square feet of the recreational area.

The Developer shall expend a minimum of \$3,560.00 for personal property to furnish the recreational area, a detailed list of the personal property being attached hereto as Schedule 1. All facilities will be available for the use by the individual apartment owners at the time they complete the closing on their individual purchases.

The entire recreational area is subject a ninety-nine (99) year, renewable, lease (see Exhibit G to the Declaration of Condominium) said lease providing for the initial monthly payment of \$20.00 with the Condominium Association to collect rents and remit to CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC. (Lessee) and said lease does provide for a ten (10) year option to purchase as well as a ten (10) year cost of living escalation clause the monthly rent payable to Lessor is \$720.00 (if forty-four (44) units \$880.00) and annually the rental payable would be \$8,640.00 (if forty-four (44) units \$10,560.00). The option purchase price shall be \$150,000.00 and must be exercised as to the entire lease property and is for an all cash payment. This purchase price option was computed by adding an annual increase of valuation on to the original construction costs for all recreational facilities. NOTE: The recreational facilities will be initially subleased by thirty-six (36) units through the CORAL SPRING GARDENS RECREATIONAL CENTER, INC., however, the Developer reserves the right to grant through the CORAL SPRING GARDENS RECREATIONAL CENTER, INC., an additional eight (8) non-exclusive subleases, which if exercised by Developer shall be completed within three (3) years of the issuance of a certificate of occupancy on CORAL SPRING GARDENS EAST CONDOMINIUM. The Developer has no commitment to construct the additional eight (8) units and if constructed the Developer will not expend any additional moneys to enlarge the recreational area. The Declaration of Condominium provides that Lessor and Condominium Association shall have a lien against each apartment unit to secure the payment of rental due pursuant to the lease.

SECTION VII

CONTROL OF ASSOCIATION

When unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by an 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 of the association. 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 an association three (3) years after sales by the Developer have been closed of seventy-five percent (75%) of the units that will be operated ultimately by the association, or three (3) months after sales have been closed by the Developer of ninety percent (90%) of the units that will be operated ultimately by the association, or when all of the units that will be operated ultimately by the association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the board of administration of an association as long as the Developer holds for sale in the ordinary course of business any units in the Condominium operated by the association.

SECTION VIII

RESTRICTIONS

There has been established an initial set of Rules and Regulations which are attached as Exhibit E to the Declaration of Condominium and among the Rules and Regulations is the prohibition on the parking of trucks, boat trailers, vans or other related vehicles on the Condominium premises and the limiting of occupancy of each residential unit to no more than four (4) ^{(1/2) (3/4)} persons permanently occupying said unit. Additionally, the Rules and Regulations conditionally allow dogs and domesticated cats to be on the premises provided they do not run loose and do not constitute a nuisance. All pets to be leashed when outside of any condominium unit, only walked in designated area and further provided that upon the death of the dog or cat the unit owner cannot replace the animal.

The sale, transfer, mortgaging or leasing of a condominium unit other than by the Developer is subject to approval of the Board of Directors of the Condominium Association. See Section XI of the Declaration of Condominium.

SECTION IX

UTILITIES

The sewer, storm drainage, waste disposal and water are furnished through the City of Coral Springs or its contractors. Electricity is furnished by Florida Power & Light, telephone service by Southern Bell Telephone and Telegraph, Inc., and both the electric and telephone services are billed to the individual apartment owners, the sewer, water, garbage disposal and common area utilities are billed to the Condominium Association.

SECTION X

CONTRACTS

There are no management contracts and the only service contracts in excess of one (1) year are elevator repair at a cost of approximately \$55.00-\$60.00 per month as well as laundry machine rentals which are installed on a split commission basis.

SECTION XI

APPORTIONMENT OF COMMON EXPENSES

The Developer has apportioned common expenses by establishing two (2) categories being the number of bedrooms per unit. This apportionment is due to the fact that the two (2) bedroom apartments being a larger unit are responsible for additional insurance expense since the insurance premium is predicated on the square footage replacement value. For more details see Schedule 2 attached hereto which

shows the monthly maintenance costs for each of the residential units as well as the recreational area and see page 8 of Declaration of Condominium for actual listing of each units percentage.

SECTION XII

CLOSING EXPENSES

The Buyer shall pay at closing state stamps on deed (30¢ per hundred), surtax on deed (55¢ per five hundred), recordation of deed (\$6.00), mortgage loan closing costs, plus an initial contribution of \$110.00 towards the working capital account of the association and \$15.00 towards the initial capital account of CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC. All costs for abstracting, owner's or mortgagee title insurance and attorney's fees shall be paid by Buyer.

SECTION XIII

IDENTIFICATION OF DEVELOPER

The Developer, VENTURA DEVELOPERS, INC., is a Florida corporation with its chief operating officers being CALVIN McSHANE and FELIX McSHANE. Among other projects the Developer has constructed VILLA BIANCA, VILLA MAR and CORAL SPRING GARDENS CONDOMINIUM. Each of the projects has been a condominium project built within the City of Coral Springs, Florida.

BUDGETS FOR
CORAL SPRING GARDENS EAST CONDOMINIUM ASSOCIATION, INC.
AND
CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC.

The following Schedules represent the Developer's estimated annual maintenance expenses for the Association and the Recreational Area Association. The total estimated monthly expense for a one (1) bedroom apartment will be \$53.50 (annually \$642.00) and the estimated monthly expense for a two (2) bedroom apartment will be \$55.00 (annually \$660.00)

DEVELOPER MAY BE IN CONTROL OF THE BOARD OF ADMINISTRATION OF THE CONDOMINIUM ASSOCIATION AND THE RECREATIONAL ASSOCIATION DURING THE PERIOD OF OPERATION FOR WHICH THESE BUDGETS HAVE BEEN RENDERED.

SCHEDULE 1

PERSONAL PROPERTY INCLUDED IN RECREATIONAL AREA

A. Pool Area

4 Tables
8 Chairs
12 Lounging Chairs

B. Recreational Building

3 Card Tables - *Gone*
14 Chairs
1 Pool Table ***
4 End Tables
6 Casual Chairs
5 Bar Stools ***
40 Folding Chairs ***
1 Kitchen Range ***
1 Refrigerator ***
1 Waste Disposal - *Gone*
1 Sink
2 Lavatories and Water Closets

SCHEDULE 2

PROJECTED OPERATING BUDGET
CORAL SPRING GARDENS EAST CONDOMINIUM ASSOCIATION

EXPENSES

	<u>MONTHLY</u>	<u>ANNUALLY</u>
INSURANCE (1 bedroom-\$3.85) (2 bedroom \$ 5.35		\$ 2,203.20
PEST CONTROL	.90	388.80
TRASH COLLECTION	3.00	1,296.00
LAWNCARE	4.36	1,883.52
MANAGEMENT	1.39	600.48
ELEVATOR SERVICE	1.50	648.00
UTILITIES	4.25	1,836.00
WATER-SEWERAGE	6.20	2,678.40
MAINTENANCE, CLEANING & SUPPLIES	.70	302.40
RECREATIONAL MAINTENANCE (see attached itemization)	9.75	4,212.00
RECREATIONAL LEASE	<u>20.00</u>	<u>8,640.00</u>
TOTAL EXPENSES	\$57.40	\$24,688.80
ESTIMATED LAUNDRY REVENUE PER UNIT	\$ 2.40	
TOTAL ESTIMATED MONTHLY MAINTENANCE (1 bedroom--\$53.50)	55.00	

IN THE PREPARATION OF THESE BUDGETS THE DEVELOPER HAS SET FORTH ALL ESTIMATED DIRECT EXPENSES TO BE INCURRED BY THE ASSOCIATION AND THERE HAS BEEN NO RESERVE FOR DEFERRED MAINTENANCE, DEPRECIATION, CAPITAL IMPROVEMENTS OR OTHER RESERVES ESTABLISHED.

DECLARATION OF CONDOMINIUM

OF

CORAL SPRING GARDENS EAST
a Condominium
8605 Sample Road
Coral Springs, Florida

VENTURA DEVELOPERS, INC., a Florida corporation, hereinafter referred to as "Developer" on behalf of itself and its successors, grantees and assigns, and to its successors, grantees and assigns, does hereby declare that the lands hereinafter described are and shall be dedicated and submitted to the condominium form of ownership as legally authorized by the Legislature of the State of Florida pursuant to the provisions of Chapter 711, Florida Statutes, 1963, as amended, in accordance with the terms and conditions of this Declaration as hereinafter set forth.

I. NAME

The name by which this condominium shall be entitled shall be CORAL SPRING GARDENS EAST, a condominium.

II. LEGAL DESCRIPTION OF LAND

The lands owned by the land developer which are hereby submitted to the condominium form of ownership are the following described lands situate, lying and being in Broward County, Florida:

All of Lots 7, 8 and 9, Block M, CORAL SPRINGS VILLAGE GREEN, as recorded in Plat Book 60, Page 31, of the public records of Broward County, Florida, less those portions of said Lots 7 and 8, more fully described as follows:

Beginning at the Northwest corner of said Lot 7; thence Easterly along the North line of Lots 7 and 8, a distance of 205.33 feet; thence Southerly at right angles a distance of 44.17 feet; thence Westerly at right angles a distance of 204.25 feet to a point on the West line of said Lot 7; thence Northerly along the said West line making an included angle of $91^{\circ} 23' 48''$ a distance of 44.18 feet to the Point of Beginning. Reserving however unto VENTURA DEVELOPERS INC., its successors and assigns, a permanent easement for ingress and egress over and across portions of said Lots 8 and 9, more fully described as follows:

Beginning at the Southeast corner of said Lot 9; thence Northerly along the Easterly line of said Lot 9 a distance of 135.73 feet; thence Westerly making an included angle of $91^{\circ} 23' 48''$ a distance of 125.43 feet; thence Southerly at right angles a distance of 13 feet; thence Easterly at right angles a distance of 112.74 feet; thence Southerly along a line 13 feet west of (as measured at right angles) and parallel with the said East line of Lot 9 a distance of 122.73 feet to a point on the South line of said Lot 9; thence Easterly along the said South line making an included angle of $91^{\circ} 23' 48''$

Instrument (prepared by)

JOHN E. AYRELIUS

JOHN E. AYRELIUS, P.A.

7 N. Federal Highway
Coral Springs, Fla.

000-0000

a distance of 13 feet to the Point of Beginning.

Said land situate, lying and being in Broward County, Florida, and containing 46,018 square feet more or less.

FURTHER SUBJECT to the following:

1. Any and all easements, licenses, restrictions, reservations or limitations of record; and
2. Subject to governmental zoning, building code and bulkhead laws, ordinances or regulations.

III. DEFINITIONS

A. Assessment means a share of the funds required for the payment of common expenses which from time to time are assessed against the unit owner by either the Association or by the CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC.

B. Association means CORAL SPRING GARDENS EAST ASSOCIATION, INC., the entity responsible for the operation of this condominium.

C. Common elements means the portions of the condominium property not included in the units.

D. Common expenses means the expenses for which the unit owners are liable to the Association, including any rentals payable on property leased by CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., as hereinafter described in Article VI hereof.

E. 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 common expenses.

F. Condominium is that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit as part thereof an undivided share in the common elements.

G. Condominium unit means a unit together with the undivided share in the common elements which is appurtenant to the unit.

H. Condominium property means and includes the land in the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with this condominium. Included herein is the association's rights in a long-term lease assigned to the association for the recreation area which embraces the property hereinafter described in Article VI hereof.

I. Unit means a part of the condominium property which is subject to private ownership.

- J. Unit owner means the owner of a condominium unit
- K. Developer means VENTURA DEVELOPERS, INC., a Florida corporation.
- L. Majority, or majority of operating owners, means unit owners with 51% or more of the votes assigned in the condominium documents to the unit owners for voting purposes.
- M. Operation, or operation of the condominium, means and includes the administration and management of the condominium property.
- N. Institutional first mortgage means a first mortgage originally executed and delivered to a bank, a federal savings association, or insurance company, authorized to transact business in the State of Florida, creating a first mortgage lien on a unit together with any other interest or undivided share in the common elements appurtenant to such unit.
- O. Owner means VENTURA DEVELOPERS, INC., a Florida corporation.
- P. Lease means that certain 99-year lease between VENTURA DEVELOPERS, INC., as lessor, and CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., as lessee for the use of lands in the leased area as more particularly described in Article VI hereof.
- Q. Recreational Center means CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., the entity responsible for operation of the recreational area.

IV. CONDOMINIUM DOCUMENTS

The documents by which the condominium will be established are as follows:

This Declaration of Condominium, hereinafter called Declaration, sets forth the nature of the property rights in the condominium and the covenants running with the land which govern those rights. All of the other condominium documents shall be subject to the provisions of this Declaration. Attached to the Declaration of Condominium are the following exhibits:

- A. Plot plan of property and floor plans showing the various floors of the apartment buildings which are submitted to the provisions of Chapter 711, Florida Statutes 1963, as amended, duly certified as required under said Act, which are marked Exhibit A, A-1, and B through B-8, and B-9.
- B. Articles of Incorporation of CORAL SPRING GARDENS EAST ASSOCIATION, INC., a condominium, a non-profit corporation, which corporation will administer and operate the condominium for the use and benefit of the owners of the individual units, which is marked Exhibit C.
- C. By-Laws of CORAL SPRING GARDENS EAST ASSOCIATION, INC., a condominium, which is marked Exhibit D.
- D. Rules and Regulations, which is marked Exhibit E.
- E. Form of condominium deed by which the developer will convey particular units and appurtenances thereto in the condominium to purchasers thereof and which will describe the condominium unit. A typical condominium deed is attached hereto as Exhibit F.
- F. Lease described in Article VI hereinafter and attached hereto and marked Exhibit G.
- G. Articles of Incorporation of CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., which is marked Exhibit H.
- H. By-Laws of CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., which is marked Exhibit I.

V. BASIC PROPERTY COMPONENTS

The real property which is herein submitted to the condominium form of ownership shall be developed and operated in accordance with the following plans:

A. LAND USE: The real property herein submitted, together with the 99-year leasehold interest on certain other lands which is hereinafter fully described in Article VI of this Declaration, shall be used solely for residential purposes, parking and recreational activities associated therewith.

B. IMPROVEMENTS: The improvements to be constructed upon the land submitted herein to the condominium form of ownership shall be as follows:

1. The condominium shall include one apartment building containing 36 units including parking.

2. In addition to the building, said condominium shall include certain exterior parking areas, driveways and sidewalks located on the property described in Article II of this Declaration.

C. EASEMENTS AND LICENSES: Easements for public utilities will be granted, where necessary, to public utilities requiring the same in order to service the real property which is a part of this condominium.

VI. 99-YEAR LEASE

As a covenant running with this condominium, and as a specific condition to submitting the condominium property to condominium ownership, the association, the individual unit owner shall be bound to observe and perform all of the duties, obligations and liabilities on the part of the Lessee to be observed and performed as set forth in that certain long-term lease hereinafter referred to as Lease, which is to be entered into by Developer as Lessor, and CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., as Lessee. Said lease shall be recorded in the Official Records of Broward County, Florida, immediately following the recordation of this Declaration of Condominium by the Developer. Said Lease shall be subject to all of the terms, conditions and covenants of this Declaration of Condominium, and said leased property is described as follows:

Portions of Lots 7 and 8, Block M, CORAL SPRINGS VILLAGE GREEN, as recorded in Plat Book 60, Page 31, of the public records of Broward County, Florida, more fully described as follows:

Beginning at the Northwest corner of said Lot 7; thence Easterly along the North line of Lots 7 and 8, a distance of 205.33 feet; thence Southerly at right angles a distance of 44.17 feet; thence Westerly at right angles, a distance of 204.25 feet to a point on the Westerly line of said Lot 7; thence Northerly along the said Westerly line making an included angle of 91° 23' 48" an arc distance of 44.18 feet to the Point of Beginning, TOGETHER WITH a permanent easement for ingress and egress over and across portions of Lots 8 and 9 of said Block M, more fully described as follows:

Beginning at the Southeast corner of said Lot 9; thence Northerly along the East line of said Lot 9 a distance of 135.73 feet; thence Westerly making an included angle of 91° 23' 48" a distance of 125.43 feet; thence Southerly at right angles a distance of 13 feet; thence Easterly at right angles a distance of 112.74 feet; thence Southerly along a line 13 feet West of (as measured at right angles) and parallel with the said Easterly line of lot 9 a distance of 122.73 feet to a point on the Southerly line of said Lot 9; thence Easterly along the said Southerly line making an included angle of 91° 23' 48" a distance of 13 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida, and containing 9,046 square feet more or less.

The aforementioned 99-year lease requires the payment by the Lessee of an annual rental which shall be payable in monthly installments to Lessors as is more fully provided in said Lease. Said 99-year lease also contains provisions providing for the adjustment of said rent in case of any increase in the cost of living.

The rentals to be paid by the Lessee in connection with its performance of the terms of said lease shall be deemed a common expense which shall be assessed against each of the units in the condominium.

The Developer, as the owner of all of the units in CORAL SPRING GARDENS EAST, a condominium, has reserved the right to create a lien against each of the units in CORAL SPRING GARDENS EAST in favor of Lessor as security for the payment of said rental. A unit owner shall not be responsible for the default of another owner in failing to pay his share of the rental due on said lease.

VII. DEVELOPER'S UNITS AND PRIVILEGES

A. The Developer at the time of the recording of this Declaration of condominium, is the owner in fee simple of all of the individual condominium units together with any appurtenances thereto. The developer is irrevocably empowered notwithstanding anything herein to the contrary, to sell, lease or rent units to any persons approved by its, including any units re-acquired by the Developer. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including but not limited to the right to maintain models, have signs, employees in the office, use the common elements and to show units. A sales office, signs, and all items pertaining to sales shall not be considered common elements and remain the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners save for this right to sell, rent or lease, as contained in this paragraph

B. When unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by an 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 of the association. 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 an association three (3) years after sales by the Developer have been closed of seventy-

five percent (75%) of the units that will be operated ultimately by the association, or three (3) months after sales have been closed by the Developer of ninety percent (90%) of the units that will be operated ultimately by the association, or when all of the units that will be operated ultimately by the association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the board of administration of an association as long as the Developer holds for sale in the ordinary course of business any units in the Condominium operated by the association.

C. Until such time as the Developer has sold all of the units in CORAL SPRING GARDENS EAST, or has surrendered its right to elect a majority of the Board of Directors, whichever shall first occur, it guarantees the maintenance assessments shall not be increased above the initial assessment and Developer shall be assessed on unsold units only for that part of the common expense for maintenance and operations which are in excess of the sums collected by assessments against the owners of the other units. Neither the Association nor any other owner of a unit shall be liable for paying the assessments for rentals due on any units owned by the Developer and the owners of other units shall be responsible only for paying their share of the rental on said lease to the Association and the Association, in turn, shall be only responsible for paying rentals to Developer as Lessor on units other than those owned by the Developer.

D. This Article VII shall not be subject to amendment.

VIII. OWNERSHIP OF CONDOMINIUM UNITS, MAINTENANCE AND ALTERNATIONS

Each condominium unit shall include the following interest, rights, easements and appurtenances in the condominium:

A. REAL PROPERTY: Each condominium unit, together with all appurtenances thereto, shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the condominium property, subject only to the provisions of the condominium documents.

B. POSSESSION: Each condominium unit owner shall be entitled to the exclusive possession of his unit.

C. BOUNDARIES: Each condominium unit shall include all of the unit located within the boundaries which shall be determined in the following manner:

Unit Boundaries: Each condominium unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

1. Upper and Lower Boundaries: The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundary: The horizontal plane of the undercoat finished ceiling.

(b) Lower Boundary: The horizontal plane of the lower surfaces of the floor slab. Where the lower surfaces of the floor slab coincide with the upper boundary of a lower unit, said lower boundary shall be considered as the same as the horizontal plane of the undercoat finished ceiling of said lower unit.

2. Perimetrical Boundaries: The perimetrical boundaries of

* PERIMETRICAL *

the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

- (a) Exterior Building Walls. The intersecting vertical planes adjacent to and which include the exterior of the outside walls of the unit building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereof.
- (b) Interior Building walls: The vertical planes of the center line of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:
 - (1) When walls between units are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.
 - (2) When walls of different thickness abut with a flush side so that their center lines do not intersect, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance which is one-half of the thickness of the thinner wall, and the boundary shall thence run at right angle to the plane of the center line of the thicker wall.

D. APPURTENANCES: The ownership of each condominium unit shall include, and there shall pass with each condominium unit as appurtenances thereto, whether or not separately described, all of the right, title and interest of a unit owner in the condominium property, which shall include but not be limited to:

1. Restrict the Use of the Parking Elements to Unit Owners: The Association shall have the exclusive right to assign the parking spaces located in the common elements. One parking space shall be assigned as an appurtenance to each unit. Extra parking spaces, if any, shall be controlled by the Board of Directors of the Association and may be assigned for guest parking or may be leased to owners on an annual basis at a rental to be fixed by the Board of Directors. Once parking spaces have been assigned, they shall not be changed without the consent of the unit owner to whom such spaces have been assigned

2. Common Elements: The right to use in common with the other unit owners the common elements which shall be all parts of the condominium not included within an individual unit. The ownership of each unit shall include and there shall pass with each unit as appurtenances thereto, whether or not separately described, all of the right,

title and interest of a unit owner in the condominium property. Each unit shall have an undivided share in and to the common areas, facilities and elements of the condominium and each unit shall bear an undivided share of the common expenses of the condominium and shall have an undivided share in the common surplus of the condominium. The undivided share in the common areas, facilities and elements and of the common expenses and common surplus assigned to each unit, as hereinafter set forth, is shown as a percentage as follows:

Percentage share in common elements, surplus and share of common expense

Unit 106 - 2.40%	101 thru 105, 108 thru 112,)
Units 107, 206, 207, 306	201 thru 205, 208 thru 212,) - 2.85%
and 307 - 2.42% each	301 thru 305, 308 thru 312)

In the event of the termination of the condominium, each owner's interest in the common facilities shall be in the proportion hereinabove set forth.

E. EASEMENT TO AIR SPACE: The appurtenances shall include 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 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.

F. CROSS EASEMENTS: The appurtenances shall include the following easements from each unit owner to each other unit owner and to the Association:

1. Ingress and Egress: Easements through the common areas for ingress and egress.

2. Maintenance, Repair and Replacement: Easements through the units and common elements for maintenance, repair and replacement of the units and common elements. Such access to the units shall be only during reasonable hours except that access may be had at any time in case of emergency.

3. Support: Every portion of a unit contributing to the support of the buildings shall be burdened with an easement of support for the benefit of all other units and common elements in the buildings.

4. Utilities: Easements through the units and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other units and the common elements, provided, however, that such easements through a unit shall be only according to the plans and specifications for the buildings unless approved in writing by the owner of the unit.

G. MAINTENANCE: The responsibility for the maintenance of a unit shall be as follows:

1. By the Association: The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of any unit except interior wall surfaces not contributing to the support of the buildings which portions shall include but not be limited to the roof, outside walls of the buildings, interior boundary walls of units, and load-bearing columns, but excluding all fixtures and appliances.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls; and all such facilities contained with a unit which service part or parts of the condominium other than the unit within which contained.

(c) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

(d) Any and all costs of maintenance, operation, insurance, taxes, etc., incurred by the Association in connection with the operation of the property units leased from Developer as Lessor.

2. By the Unit Owner: The responsibility of the individual unit owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of the unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other owners.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the buildings, including screened porches, without the written consent of the Board of Directors of CORAL SPRING GARDENS EAST ASSOCIATION, INC.

(c) To promptly report to the Association any defect in or need for repairs to improvements which are the responsibility of the Association.

H. ALTERATION AND IMPROVEMENT: No unit owner shall make any alterations in the portions of the unit and buildings which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the buildings, or impair any easement, without first obtaining unanimous approval of all owners of other units in the condominium, and the approval of the Board of Directors of the Association.

I. PARTITION: No action for partition shall lie in favor of any of the owners so long as the condominium is in existence, or until after the condominium is dissolved.

IX. ASSESSMENTS

Assessments against the unit owners shall be made by the Association and shall be governed by the following provisions:

A. Share of Expense, Common Expense: The expense for the operation and maintenance of the common elements and property leased

pursuant to the provisions of Article VI shall be a common expense. Each unit owner shall be liable for his share of said common expense and rentals, which share of expense and rentals is set forth in Article VIII D. 2.

(1) As a covenant running with this condominium and as a specific condition to submitting the condominium property to condominium ownership, the individual unit owner shall be bound to observe and perform all of the conditions, obligations and liabilities on the part of the Lessee to be observed and performed as set forth in that certain lease (hereinafter referred to as the "Lease") to be entered into immediately following the recordation of this Declaration of Condominium by the Developer. The moneys to be paid by CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., in connection with its performance of the terms of said lease shall be deemed a special common expense subject to the limitation of liability for this particular special common expense as set forth in subparagraph (2) below.

29 (2) Notwithstanding any provisions in this Declaration to the contrary, should be the holder of any institutional mortgage on a unit become the owner of such mortgaged unit by foreclosure of such mortgage or by deed in lieu of foreclosure, then there shall be no liability on such mortgagee for payment of any portion of the obligations arising from said lease. This immunity and waiver of obligations in favor of the mortgagees shall apply to all obligations arising from the lease which have accrued prior to the acquisition of title by the mortgagee as well as such liability accruing or becoming payable prior to the sale or rental of such unit by said mortgagee owner. Nothing herein contained shall require the Association or owners of any other units to pay to the Lessor any portion of the obligations under the lease to compensate the Lessor therein for the rentals or other obligations waived in the manner set forth above.

B. Accounts: All sums collected from assessments shall be held in trust for the unit owners and shall be credited to the unit owner's account from which shall be paid the expenses for which the respective assessments are made.

C. Assessments for Recurring Expenses: Assessments for recurring expenses for each account shall include the estimated expenses chargeable to the account and a reasonable allowance for contingencies and reserves less the unused fund balance credit to such account. Assessments shall be made for the calendar year annually in advance on December first preceding the year for which assessments are made, and such annual assessments shall constitute a lien for the total amount of all such annual assessments against the unit for which such assessment is made. Such assessments shall be due in four (4) equal installments payable on the first of January, April, July and October of the year for which assessments are made. Upon default of any unit owner in the payment of such quarterly installments within thirty (30) days after the due date thereof, then the Association at its option and without notice shall be entitled to accelerate the payment of the balance of such quarterly installments for the then current assessment year. In the event such an annual assessment proves to be insufficient it may be amended at any time by action of a majority of the Board of Directors of the Association. The unpaid assessment for the remaining portion of the year shall be due in equal quarterly installments on the first day of each month of said quarter thereafter during the year for which the assessment is made. If an annual assessment is not made or required,

payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

D. Liability for Payment in the Event of Foreclosure: In the event of foreclosure of a first mortgage encumbering a unit, the purchaser at such sale, his successor or assigns shall not be liable for the share of assessments pertaining to such unit chargeable to the former owner of such unit which became due prior to the foreclosure sale of such unit. Such unpaid share of the assessment shall be deemed to be common expenses collectable from all of the unit owners, including the purchaser, his successors or assigns. The foregoing provision shall also be applicable to the conveyance of an apartment unit to a first mortgagee in lieu of foreclosure. The foregoing exemption for payment of assessments is in addition to and no way restrictive of the additional exemptions granted hereto to mortgagees under the provisions of Article XIV hereof.

E. Assessments for Emergencies: Assessments for common expenses of emergencies requiring immediate repair and which cannot be paid from the assessments for recurring expenses shall only be made after approval of the Board of Directors. After such approval by the Board of Directors, such emergency assessment shall become effective; and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors may require.

F. Special Assessments: Special assessments other than those required for recurring expenses may only be made by the Board of Directors from time to time to meet other needs or requirements of the Association in the operation and management of CORAL SPRING GARDENS EAST, a condominium, such as for capital expenditure and for replacements. Any special assessment in an amount exceeding \$100.00 per year per unit which is not considered as a recurring expense, shall not be levied without the prior approval of owners owning at least 75% of the undivided interests in the common elements in CORAL SPRING GARDENS EAST; provided, however, that any assessment levied under the provisions of Article X G. 5. for the purpose of reconstruction or repair by the Association of any damage to a unit or to the common elements shall not require the consent of 75% of the owners; further provided, however, that said assessment or assessments may be made only if said damage is to be repaired or reconstructed, as provided in the Declaration of Condominium. Special assessments may, if they meet the requirements of this paragraph, be included in the annual budget. In any event, however, no assessment may be made for the purchase of condominium units in this condominium or for the purchase of any other real property. Notwithstanding anything to the contrary set forth above, special assessments may be made only for maintenance and repairs on existing condominium facilities except after obtaining the written consent of the institution mortgagees or if the amount of the special assessment shall not exceed six (6) month's normal assessment.

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G. Assessment for Liens: All liens of any nature, including taxes and special assessments levied by governmental authority which are a lien upon more than one unit or any portion of the common areas shall be paid by the Association as a common expense and shall be assessed against the units as attributed to the common areas.

H. Assessment Roll: The assessments for common expenses shall

be set forth upon a roll of the units which shall be available in the office of the Association for inspection by unit owners at all reasonable times. Such roll shall indicate for each unit the name and address of the owner or owners, the assessments for all purposes, and the amounts paid and unpaid of all assessments. Any person other than the unit owner to whom a certificate is issued may rely upon a certificate which shall be made from such assessment rolls by the Treasurer or Assistant Treasurer of the Association as to the status of a unit owner's assessment account as of the date upon which it is delivered.

I. Liability for Assessments: The owner of a unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of a grantee to recover from the grantors the amounts paid by the grantee therefor. Such liability may not be avoided by waiver of the use or enjoyment of any common facility or by abandonment of the apartment for which the assessments are made. A purchaser of a unit at a judicial sale shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated for the period after the date of such sale.

J. Lien for Assessments: The unpaid portion of an assessment which is due, including payments accelerated pursuant to preceding Paragraph C hereof, shall be secured by a lien upon:

1. The unit and all appurtenances thereto when a notice claiming a lien has been recorded by the Association in the Public Records of Broward County, Florida, which claim of lien shall not be recorded until the payment is past due for at least ten days and which lien shall be effective as against the owner and all parties having knowledge thereof, actual or constructive, by virtue of the recordation. Any such lien shall be canceled of record in the event any institutional mortgage holder shall acquire title to the lien unit by foreclosure or deed in lieu of foreclosure.

2. All tangible personal property located in the unit except that such lien shall be subordinate to bona fide liens of record.

K. Collections:

1. Interest, application of payments, assessments and installments paid on or before thirty days after due date shall not bear interest; but all sums not paid on or before thirty days after due date shall bear interest at the rate of eight per cent (8%) per annum from due date until paid. All payments on account shall be applied first to interest, if accrued, and then to the assessment payment first due.

2. Suit - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessment or by any other competent proceeding and in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest at the legal rate and costs of suits and attorneys' fees.

X. ADMINISTRATION

The administration of the condominium, including the acts

required by the Association by the condominium documents, the maintenance, repair and operation of the common facilities, and the maintenance and repair of all portions of units required to be maintained by the Association shall be the responsibility of the Association and shall be governed by the following provisions:

A. The Association has been incorporated under the name of CORAL SPRING GARDENS EAST ASSOCIATION, INC., as a corporation not for profit, under the laws of the State of Florida under Articles of Incorporation, a copy of which is attached hereto. Any other form of organization for the Association may be substituted upon unanimous approval of the members.

B. The By-Laws of the Association are attached hereto and shall remain in effect until such By-Laws are amended as therein provided.

C. The duties and powers of the Association are those set forth in the condominium documents together with those powers and duties reasonably implied to effect the purpose of the Association and the condominium. Such powers and duties shall be exercised in the manner provided by the condominium documents.

D. Notice for a special meeting may be given by the Association to unit owners and by unit owners to the Association in the manner provided for notice to members by the By-Laws of the Association.

E. Trust. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be held only for the use and benefit of the unit owners and for the purposes therein stated.

F. Voting Rights. The owners of individual condominium units shall be entitled to a vote in the affairs of the Association equal to one vote for each condominium unit owned.

G. Insurance. The insurance other than title insurance which shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

1. Purchase; named insured.

(a) Purchase. All insurance policies upon the condominium property shall be purchased by the Association through an agent having a place of business in Broward County, Florida, and shall be issued by an insurance company authorized to do business in Florida.

(b) Approval. The insurance agency and insurance company shall be subject to approval of the institutional lender holding mortgages aggregating more in unpaid balance than any other institutional lender holding one or more mortgages on individual units within the condominium. Such approval may be obtained by directing to the mortgagee having the right to approval a request in writing for approval or disapproval within ten days after the receipt of the request; and if a response from the mortgagee is not received within such ten-day period, the request shall be deemed to be approved.

(c) Named insured. The named insured shall be the Association individually and as agent for the unit owners without naming them, and shall include the mortgagees of units and Developer as Lessor of the leased property referred to in Article VI of this Declaration. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

(d) Copies to Mortgagees and Developer as Lessor. One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee and a copy of each insurance policy and all endorsements to Developer as Lessor. Such copies shall be furnished not less than ten days prior to the expiration of expiring policies.

2. Coverage.

(a) Casualty. All buildings and improvements upon the land, including the lands leased under Article VI hereof, and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

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

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use of the buildings on the land, including, but not limited to, vandalism and malicious mischief.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to, hired automobile and non-owned automobile coverages, and with cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

(c) Workmen's compensation policy to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. Not less than ten days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee.

4. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees, and Developer as Lessor, as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to Southeastern Bank of Deerfield Beach, as Trustee, or to such other bank in Broward County, Florida, with trust powers as may be designated and approved by the institutional mortgagee holding mortgages aggregating more in unpaid balance than any other institutional mortgagee holding one or more mortgages on units within the condominium, which trustee is here-in referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as they are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners, their mortgagees, and Developer as Lessor, in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) 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 elements appurtenant to his unit.

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

(1) When the 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.

(2) When the 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.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of the 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 distributions thereof made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

(d) Rights of Developer, as Lessor. The interest in insurance proceeds of all owners shall be subject to a lien in favor of Developer as Lessor, but subordinate to the lien of any institutional mortgagee, provided, however, that said Developer as Lessor shall not have any right to determine or participate in the determination as to whether any damaged property other than the property leased from the Developer shall be reconstructed or repaired, or to have applied against rentals due the Developer any of the proceeds of said insurance except in the event of a termination of this condominium,

as hereinafter provided. In the event the leased property is damaged, then the reconstruction or repair of the same shall be subject to the terms and conditions of the lease referred to in Article VI of this Declaration.

5. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

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

(b) 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, remittances to unit owners and their mortgagees being payable jointly to them.

(c) 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 only to the beneficial owners, provided, however, that said proceeds shall be payable to said unit owners, any mortgagee holding an institutional mortgage on said apartment and to Developer as Lessor, or assigns. In this event, said proceeds shall first be utilized to pay off or be applied against the mortgage lien held by said institutional mortgagee and the balance, if any, shall be payable jointly to Developer as Lessor, and to said unit owners, as hereinafter provided for in Article XIII hereof.

(d) Certificate. In making distribution to unit owners, their mortgagees and Developer as Lessor, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the unit owners and their respective shares in the distribution.

6. Association as Agent. The Association is hereby irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

7. Benefit of Mortgagees. Certain provisions in this Paragraph G, entitled "Insurance" are for the benefit of mortgagees of condominium units, and all of such provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by such mortgagee. This section entitled "Insurance" may not be amended without the consent of all mortgagees.

H. Reconstruction or repair after casualty.

1. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether

or not it shall be reconstructed or repaired shall be determined in the following manner:

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

(b) Leased Property. Damage to leased property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(c) Unit Building.

(1) Lesser Damage. If units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association 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.

(2) Major Damage. If units to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will be reconstructed or repaired and the condominium will not be terminated without agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to not reconstruct or repair said damage. In the event that the owners of 75% of the common elements agree not to reconstruct or repair said damage within said 60-day period, then and in that event the condominium will be terminated without agreement.

(d) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

2. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the building, by the owners of not less than 75% of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

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

4. Estimate of Costs. Immediately after a determination to rebuild or repair damage to property for which the Association

has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

5. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and 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 respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

6. Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance 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 mannner:

(a) Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association, is less than \$5,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) 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, or if there is a mortgagee endorsement as to such unit, then the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

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

(5) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs or reconstruction and repair.

(6) Damage to Leasehold Property. In the event of any damage to the leasehold property, the disbursement of funds received from any insurance proceeds, together with any assessments, if required, shall be disbursed in accordance with the terms and conditions of the lease referred to in Article VI of this Declaration.

H. Taxes and Special Assessments

1. Anticipated taxes. It is anticipated that taxes and special assessments upon the units and common facilities will be assessed by the taxing authorities to the unit owners.

2. Other assessments. Any taxes and special assessments upon the condominium property which are not assessed against the unit owners shall be included in the budget of the Association as recurring expenses and shall be assessed against the unit owners as a common expense, subject to the provisions of Article XIV hereof.

In the event that taxes payable by the Association on the leased property are not assessed against the individual owners, said taxes will be paid by the Association and the amount of said taxes will be then assessed against each of the owners in the same manner as other assessments for recurring expenses.

3. Return for taxation. The Association shall make a return of all units for taxation in the name of the respective owners. Such return shall show each unit owner's share in the apartment building as being the share which the unit owner owns in the common facilities which are appurtenant to the units in the buildings.

XI. USE RESTRICTIONS

The use of the property of the condominium shall be in accordance with the following provisions:

A. Single family residences - The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the units for which provision is made by the condominium documents shall be occupied only by a single family as its residence.

The property leased by the Association shall be utilized only for recreational purposes.

B. Nuisances - No nuisance shall be allowed upon the condominium property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage be allowed to accumulate nor any fire hazard be allowed to exist and specifically, all trash, garbage or refuse shall be placed in closed paper bags or wrapped before being deposited in garbage chutes. All cartons and boxes shall be broken down and deposited in container in trash room.

C. Lawful use - No immoral, improper, offensive, or unlawful use shall be made of the condominium property nor any part thereof; and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

D. Leasing - Entire units may be rented provided the occupancy is only by the Lessee and his family and is not for less than one month and not longer than one year subject to annual renewal. No rooms may be rented and no transient tenants accommodated. All leases and/or renewals must be approved by the Board of Directors of the Association.

E. Regulations - Reasonable regulations concerning the use of the condominium property have been made and may be amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five per cent (75%) of the votes of the entire membership of the Association before the same shall

become effective. Copies of such regulations and amendments thereto shall be furnished to all unit owners. Initial regulations covering the use of the condominium property and the leased property, as set forth in Exhibit G shall be binding upon each of the owners of condominium parcels as of the date of recording this Declaration of Condominium.

F. Conveyances - In order to secure a community of congenial residents and thus protect the value of the units, the sale, leasing and mortgaging of units by any owner other than the Developer shall be subject to the following provisions so long as the buildings, in useful condition, exist upon the land:

1. Sale or lease - No unit owner may dispose of a unit or any interest therein by sale or by lease for any term without approval of the Association, except to another unit owner. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval of those individuals who will be occupants of the unit. The approval of the Association shall be obtained as follows:

(a) Notice to Association. A unit owner intending to make a bona fide sale or a bona fide lease for a period of longer than one year of his unit or any interest therein shall give notice to the Association of such intention, together with such name and address of the proposed purchaser or lessee, together with such other information as the Association may require.

(b) Election of Association. Within thirty (30) days after receipt of such notice, the Association must approve the transaction or furnish a purchaser or lessee approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice. Such purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the approval of the Association in which to close the transaction. The approval of the Association shall be in recordable form, executed by the President or Vice-President of the Association and delivered to the approved lessee and as to an approved purchaser it shall be recorded in the Public Records of Broward County, Florida, in order to validate the conveyance of the unit. In the event that the Association does not furnish a purchaser or lessee approved by the Association who will accept terms as favorable to the seller as the terms stated in the notice within thirty days after receipt of such notice, then and in that event the seller shall be free to sell or lease his unit to the proposed purchaser or lessee, and the Association shall provide the purchaser or lessee of said sale or lease with an approval in recordable form.

(c) In the event of the death of the owner of a unit, his heirs, devisee, or the grantee or the personal representative of the estate of such deceased owner shall give notice to the Association of the intent of such heir, devisee, or grantee or the personal representative of the estate to occupy said unit together with the name and address of the proposed occupant together with such other information as the Association may require. Within thirty days after receipt of such notice, the Association must approve the occupancy of the unit by such applicant in the same manner as an approval of a Purchaser, the requirements thereof being set forth in subparagraph (b) above or the Association shall furnish a purchaser who will purchase the unit from said heir, devisee, or grantee or the personal representative of the estate at the then market value of the unit. In the event that the Association does

not furnish a purchaser approved by the Association who will purchase said unit from said heir, devisee or grantee or the personal representative of the estate, at the then market value of the unit within thirty (30) days after receipt of such notice, then and in that event the Association shall provide the proposed occupant with an approval in recordable form, executed by the President or Vice-President of the Association, and said occupant to validate such approval shall record the approval in the Public Records of Broward County, Florida, and said occupant shall be entitled to occupy said unit.

2. Mortgage - No unit owner may mortgage his unit or any interest therein without the approval of the Association except to a bank, life insurance company or a federal savings and loan association. The approval of any other mortgagee may be arbitrarily withheld. This provision shall not be construed so as to prevent the Developer from accepting a purchase money mortgage as a part of the purchase price of a unit nor prevent a unit owner from accepting a purchase money mortgage from an approved purchaser.

Individual Cannot Hold Mortgage?

3. Liens.

(a) Protection of Property. All liens against a unit other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within thirty (30) days from the date of the lien attachment. All taxes and special assessments upon a unit shall be paid before they become delinquent.

(b) Notice of Lien. A unit owner shall give notice to the Association of every lien against his unit other than permitted mortgages, taxes and special assessments within five (5) days after the lien attaches.

(c) Notice of Suit. A unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner received notice thereof.

(d) Failure to comply with this section concerning liens will not affect the validity of any judicial sale.

4. Judicial Sales. Except such judicial sale as may be occasioned by the foreclosure of a first mortgage, or any lien held by Developer as Lessor, no judicial sale of a unit or any interest therein shall be valid unless:

(a) Approval of the Association. The sale is to a purchaser approved by the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Broward County, Florida; or

(b) Public Sale. The sale is a public sale with open bidding; or

(c) Should the interest of a unit owner become subject to a first mortgage as security in good faith or for value, the holder of such mortgage upon becoming the owner of such interest through whatever means shall have the unqualified right to sell, lease or otherwise dispose of said interest and the transfer of the fee

ownership of said unit may be accomplished without the prior approval of the Board of Directors of the Association notwithstanding provisions herein to the contrary, but the seller shall otherwise sell and the purchaser or lessee shall take subject to the condominium documents.

(d) Should Developer as Lessor become the owner of the interest held by a unit owner by virtue of the foreclosure for delinquent rent, then and in that event, said Developer as Lessor or assigns shall have the unqualified right to sell, lease or otherwise dispose of the ownership of said unit which may be accomplished without the prior approval of the Board of Directors of the Association, notwithstanding provisions herein to the contrary, the purchaser or lessee shall take subject to the condominium documents.

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

6. Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of the condominium documents and regulations adopted pursuant thereto and said documents and regulations as they may be amended from time to time. A default shall entitle the Association or other unit owners to the following relief:

(a) Legal proceedings. Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for relief, which relief may include but shall not be limited to an action to recover sums due for damages or injunctive relief or both and which actions may be maintained by the Association or, in a proper case, by an aggrieved unit owner.

(b) Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of a unit.

(c) Costs and attorneys' fees. In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be awarded by the Court.

(d) No waiver of rights. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter.

XII. AMENDMENT

A. Declaration of Condominium. Except as herein otherwise provided, amendments to the Declaration shall be adopted as follows:

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

2. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the unit owners meeting as members of the Association and, after being proposed and approved by one of such bodies, it must be approved by the other. Directors and unit owners not present at the meeting considering the amendment may express their approval or disapproval in writing. Such approvals must be by seventy-five (75%) per cent of the Board of Directors and by not less than seventy-five (75%) per cent of the members of the Association, except as to an amendment altering the shares of ownership in the common elements or the share of the common expenses of the condominium or the voting rights of any of the owners of the condominium, any of which shall require the approval of one hundred per cent (100%) of the owners.

3. Copy of proposed resolutions shall be furnished unto all bona fide first mortgage holders; and the approval of such mortgagee must be received in writing by the Association before adoption by the Association of such resolutions.

4. Recording. A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded among the public Records of Broward County, Florida.

B. Association Charter and By-Laws. The Articles of Incorporation and the By-Laws of the Association may be amended in the manner provided by such documents.

C. Proviso. Provided, however, that no amendment of any condominium document shall discriminate against any unit owner, group of owners or mortgagees unless the parties so affected shall consent to such amendment, and specifically, Section X G. entitled "Insurance" shall not be amended without the consent of all mortgagees.

D. Prior to the first annual meeting of the members of CORAL SPRING GARDENS EAST ASSOCIATION, INC., with the written consent of all institutional mortgagees, VENTURA DEVELOPERS, INC., shall have the right to make changes in the Declaration of Condominium, By-Laws, Articles of Incorporation of CORAL SPRING GARDENS EAST ASSOCIATION, INC., and any exhibits thereto, including the Plat thereof, so long as such changes do not decrease the member's share

of the common elements or increase a member's percentage of the common expenses or ground rentals, or change or modify the percentage of votes which may be cast by any member, or change the location of the individual unit sold to a member, or substantially decrease the size of any unit.

XIII. TERMINATION

The condominium may be terminated in the following manner:

A. Agreement. The termination of the condominium may be effected by the unanimous agreement of the unit owners and all mortgagees and Developer as Lessor, or assigns, which agreement shall be evidenced by an instrument executed in the same manner as required for the conveyance of land. The Termination shall become effective when such agreement has been recorded in the Public Records of Broward County, Florida.

B. Destruction. In the event it is determined as is elsewhere provided that the condominium shall not be rebuilt after destruction, the condominium form of ownership shall be terminated and the condominium documents revoked; such determination not to rebuild shall be evidenced by a certificate of the Association certifying the facts effecting the termination, which certificate shall be recorded among the Public Records of Broward County, Florida.

C. Shares of Ownership after Termination. After termination of the condominium, the unit owners shall own the condominium property as tenants in common in undivided shares, said shares being in the same percentages as provided for in Article VIII D.2 of this Declaration, and their mortgagees and lienees shall have mortgages and liens upon the respective shares of the unit owners.

In the event of a termination of the condominium, as aforesaid, Developer as Lessor of the property leased to CORAL SPRING GARDENS EAST ASSOCIATION, INC., which is referred to in Article VI of this Declaration, shall have a lien securing the payment to the Lessor of any future rentals due or any other sums due the Lessor under the terms and conditions of said lease against the undivided shares of the various unit owners of CORAL SPRING GARDENS EAST (including any insurance proceeds) subject to the lien of any institutional mortgagee as defined in Article III. N of the Declaration of Condominium. Said lien shall be perfected against said undivided shares of the owners when a notice claiming said lien has been recorded by the Lessor or assigns in the Public Records of Broward County, Florida, and which lien shall be effective as against the owner or owners of said undivided shares in and to the condominium property and all parties having notice thereof, actual or constructive, by virtue of the recording of said lien from and after the recording of the same.

XIV. ADDITIONAL RIGHTS OF MORTGAGEES

As provided in Article VI hereof, the Association is obligated to perform all obligations of the Lessee in the Lease described in said Article. Notwithstanding any provision in this Declaration

to the contrary, should the holder of any institutional mortgage on a unit become the owner of such mortgaged unit by foreclosure of such mortgage or by deed in lieu of foreclosure, then there shall be no liability upon such mortgagee for payment of any portion of the rentals, taxes or other obligations arising from said lease. The foregoing immunity and waiver of obligation to the mortgagees shall apply to all obligations arising from the lease which accrue and/or become payable prior to the acquisition of title to the mortgaged unit by the mortgagee as well as such liability accruing and/or becoming payable prior to the sale or leasing of such unit by said mortgagee-owner. Nothing herein contained shall require the Association or owners of any other units to pay to the Lessor any portion of the obligations under the lease to compensate the Lessor therein for the rentals and/or other obligations waived in the manner set forth above. The rights accorded an institutional mortgagee shall not include the extinguishment of the right to claim a lien held by Developer as Lessor, and said rentals shall only abate on said unit until such time as said unit is either sold or leased by the holder of said institutional first mortgage.

XV. COVENANTS RUNNING WITH THE LAND

All provisions of the condominium documents constitute covenants running with the land and with every part thereof and interest therein, including but not limited to every unit and the appurtenances thereto and every unit owner and claimant of the land or of any part thereof or interest therein; and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

XVI. CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC.

VENTURA DEVELOPERS, INC., is the owner (lessor) of the fee simple title to certain lands and improvements located thereon, which are not a part of the lands submitted to condominium ownership. These lands constitute the recreational area and shall be operated by a non-profit corporation known as CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., for the use and benefit of the owners or occupants of individual apartment units constructed on the lands owned by the Developer (lessor) adjacent to the recreational area. At the time of purchase of each apartment unit, the purchaser shall be given an undivided 99-year non-exclusive sublease which shall entitle the lessee to utilize the facilities of the center and provide for the payment of certain rentals and lessees' fractional share of the costs of taxes, insurance, maintenance and other costs incurred in the operation of the center. The sublease shall be subject to each of the terms and conditions of the lease between VENTURA DEVELOPERS, INC., (lessor) and CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., (lessee) and specifically each purchaser shall agree to pay on a monthly basis, to his own condominium association or managing agent the monthly rental together with his fractional share of the other costs incurred in the operation of the recreational area. Thereafter, each condominium association or managing agent shall transmit the rental monies and fractional assessments to CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., whose responsibility it will be to remit to lessor. All rentals payable by lessee are subject to increase by adjustment in accordance with the cost of living index as more fully set forth in the lease between

VENTURA DEVELOPERS, INC., and CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC.

It is further provided that the lessor shall have a lien against each apartment unit to secure payment of the rental due pursuant to the lease and CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., shall have an inferior and subordinate lien against each apartment unit to secure payment of the rental due, said liens being more fully set forth in the By-Laws of CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., attached to the Declaration of Condominium.

XVII. SEVERABILITY

The invalidity of any covenant, restriction or other provision in any condominium document shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer, by its appropriate officers, has executed this Declaration of Condominium this 6 day of January, 1975, and caused its seal to be affixed.

Witnesses:

VENTURA DEVELOPERS, INC.

Virginia Louis Spencer

BY: Calvin McShane
CALVIN McSHANE, President

Shirley D. Skene

ATTEST: Felix McShane
FELIX McSHANE, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day before me, an officer authorized to take acknowledgments in said County and State, personally appeared CALVIN G. McSHANE, President of VENTURA DEVELOPERS, INC., and FELIX McSHANE, Secretary of VENTURA DEVELOPERS, INC., a Florida corporation, to me known to be the persons who signed the foregoing instrument as such officers, and they acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that the said instrument is the act and deed of the said corporation.

WITNESS my hand and official seal on this the 6 day of January, 1975.

[Signature]
Notary Public

My commission expires:

JOINDER OF MORTGAGEE

BOCA RATON FEDERAL SAVINGS AND LOAN ASSOCIATION, hereinafter called "Mortgagee", the owner and holder of a certain note secured by a mortgage on those certain lands as described in Article II of this Declaration of Condominium, which mortgage is dated June 29, 1973 and recorded July 3, 1973 , in Official Records Book 5348 , at Page 196 , of the Public Records of Broward County, Florida, joins in the making of the foregoing Declaration of Condominium, and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every individual condominium unit as described in said Declaration of Condominium, together with all of the appurtenances thereto, including all of the undivided shares in the common elements.

BOCA RATON FEDERAL SAVINGS AND LOAN
ASSOCIATION

BY: Richard E. Simmons
President

ATTEST:

BY: Richard F. Ross
Secretary

WITNESSES:

Thomas C. Nelson
James M. Nelson

STATE OF FLORIDA)
: SS
COUNTY OF ~~BROWARD~~ PALM BEACH

BEFORE ME, the undersigned authority, personally appeared
Richard E. Simmons and Richard F. Ross
well known to me to be the President and Secretary respectively of
BOCA RATON FEDERAL SAVINGS AND LOAN ASSOCIATION, and they acknowledged
before me that they signed the foregoing Joinder of Mortgagee as said
Officers of BOCA RATON FEDERAL SAVINGS AND LOAN ASSOCIATION, for the
purposes therein expressed.

WITNESS my hand and seal this 8th day of January , 1975.

Notary Public

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA at LAROU
MY COM. EXPIRES SEPT. 22, 1975
Notary Public, State of Florida, Inc.


EXHIBIT "A", PAGE 1
TO THE DECLARATION OF CONDOMINIUM
CORAL SPRING GARDENS EAST CONDOMINIUM

Certificate of Surveyor made this 30th day of January, 1975.

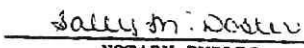
I, James M. McLaughlin, of Fort Lauderdale, Broward County, Florida,
certify as follows:

1. I am a Registered Land Surveyor authorized to practice in the State
of Florida, and have Florida Certificate No. 2021.
2. This Certificate is made as to Coral Spring Gardens East Condominium,
a Condominium located at 8605 Sample Road, Coral Springs, Florida.
3. Exhibit "A" attached to the Declaration of Condominium of Coral Spring
Gardens East Condominium accurately reflects the parcel of land upon
which the actual condominium improvements are located, and further,
accurately reflects the site with the actual improvements upon the parcel.

McLaughlin Engineering Co.



Sworn to and subscribed before me this 30th day of January, 1975.



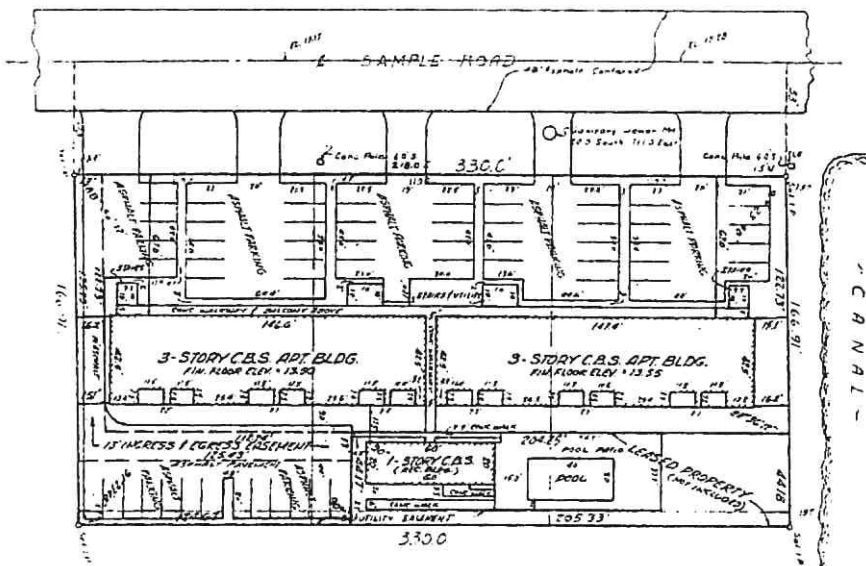
NOTARY PUBLIC

My Commission Expires: August 19, 1975



INDICATES MARKERS
SCALE: 1" = 40'

EXHIBIT "A", PAGE 2
TO THE DECLARATION OF CONDOMINIUM
CORAL SPRING GARDENS EAST CONDOMINIUM



400 N. E. 2nd Avenue
Fort Lauderdale, Florida

McLAUGHLIN ENGINEERING CO.
ENGINEERS-SURVEYORS

CERTIFICATE OF SURVEY

LOTS 7, 8, 9, BLOCK "C", CORAL SPRING VILLAGE
CHINA, according to the plat thereof recorded in
Plat Book 60, Page 31, of the public records of
Broward County, Florida.

CORAL SPRING, BROWARD COUNTY, FLORIDA

We hereby certify that we have this day completed
a survey of the above described premises; that
a survey has been set as indicated and that this
drawing is a true and correct delineation there-
of.

Dated at Fort Lauderdale, Florida, this 21st day
of June, 1973.

Certificate revised this 20th day of January, 1975.

McLaughlin Engineering Co., Inc.
Registered Land Surveyor No. 2011
State of Florida

FIELD BOOK No. 654, A-1000
JOB ORDER No.

FILE No.

DRAWN BY: J. L. F. B.
CHECKED BY:

SAM ENGEL JR. AIA
ARCHITECT / PLANNER
4431 S. W. 84TH AVENUE (DAVIE)
FT. LAUDERDALE, FLORIDA 33314
TELEPHONE 791-4810

CERTIFICATE OF ARCHITECT

EXHIBIT B TO DECLARATION OF CONDOMINIUM FOR CORAL SPRING GARDENS EAST


CERTIFICATE OF ARCHITECT, made this 10th day of February, 1975.

I, SAM ENGEL, JR., of Fort Lauderdale, Broward County, Florida,
CERTIFY as follows:

1. I am an architect licensed to practice in the State of Florida.
2. This Certificate is made as to CORAL SPRING GARDENS EAST, a condominium located at 8605 Sample Road, Coral Springs, Florida 33063, and in compliance with applicable Florida Statutes.
3. The following Exhibits to the Declaration of Condominium, to-wit

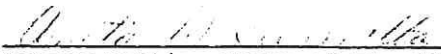
Exhibit B-1	Sheet 1 of 9	Site Plan, Stair Plans and Electrical & Plumbing Risers,
Exhibit B-2	Sheet 2 of 9	Typical Floor Plan, Floors 1 thru 3,
Exhibit B-3	Sheet 3 of 9	Typical Apartment Plans,
Exhibit B-4	Sheet 4 of 9	Elevations & Section,
Exhibit B-5	Sheet 5 of 9	Elevations,
Exhibit B-6	Sheet 6 of 9	Typical Sections, Stairs,
Exhibit B-7	Sheet 7 of 9	Roof Framing and Building Section,
Exhibit B-8	Sheet 9 of 9	Recreation Building,

the construction of the improvements described is sufficiently complete so that such material, together with the wording of the Declaration, is a correct representation of the improvements of the Condominium as prepared by this office, and there can be determined from them the identification, location, dimensions and size of the common elements and of each unit.



SAM ENGEL, JR., ARCHITECT
Certificate of Registration No. 3129
State of Florida

SWORN TO AND SUBSCRIBED before me this 10th day of February, 1975.

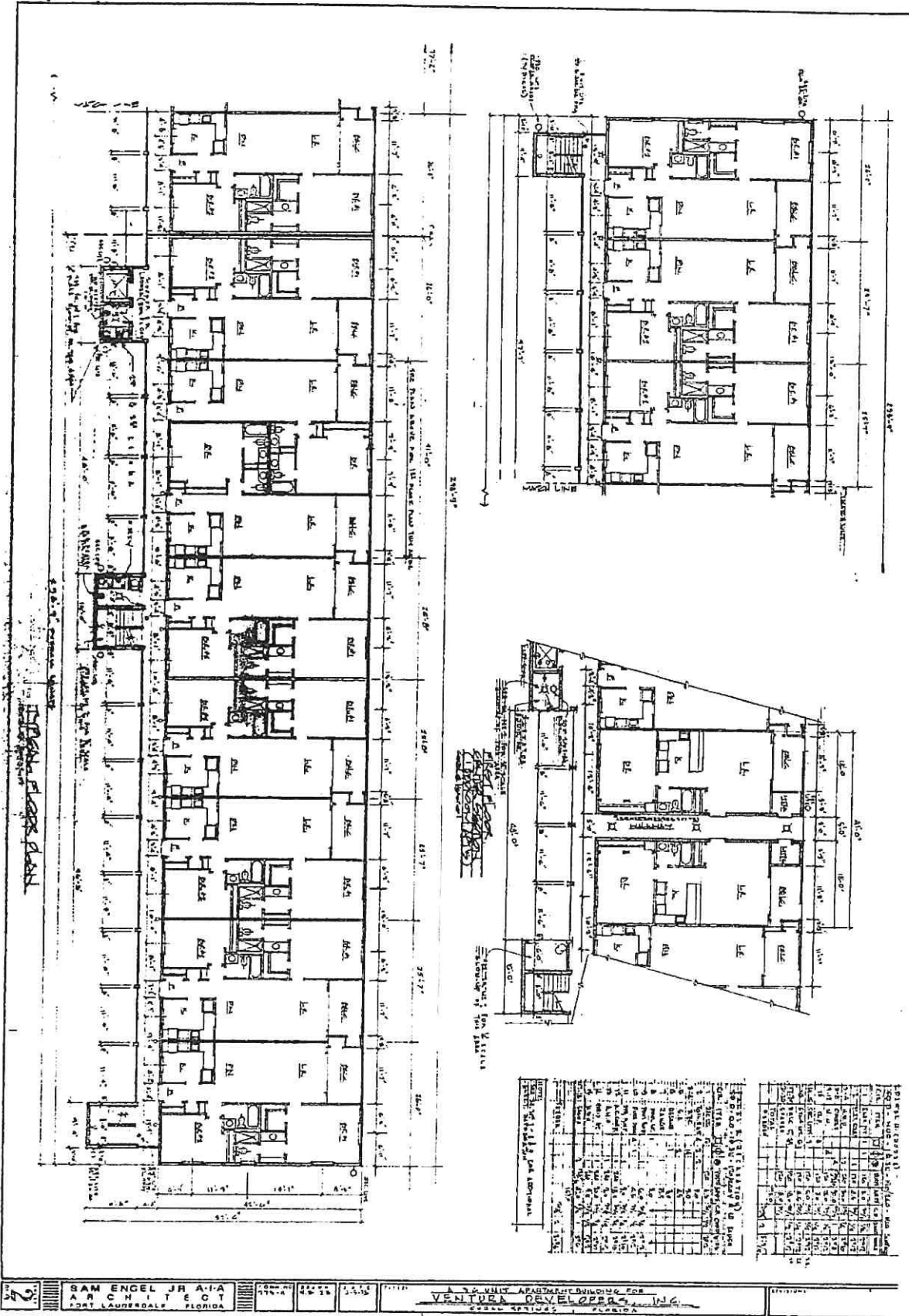


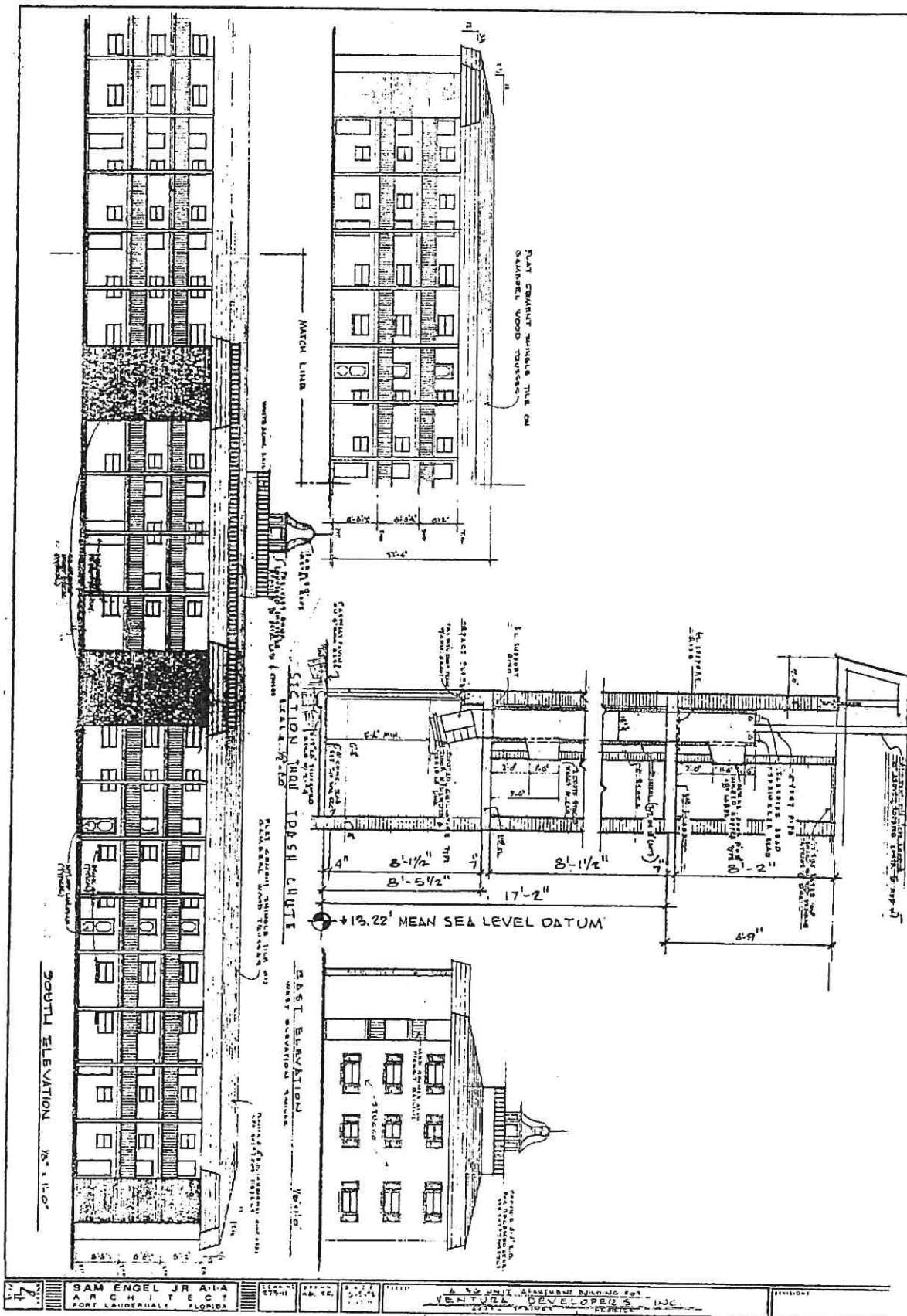
Notary Public, State of Florida at
Large

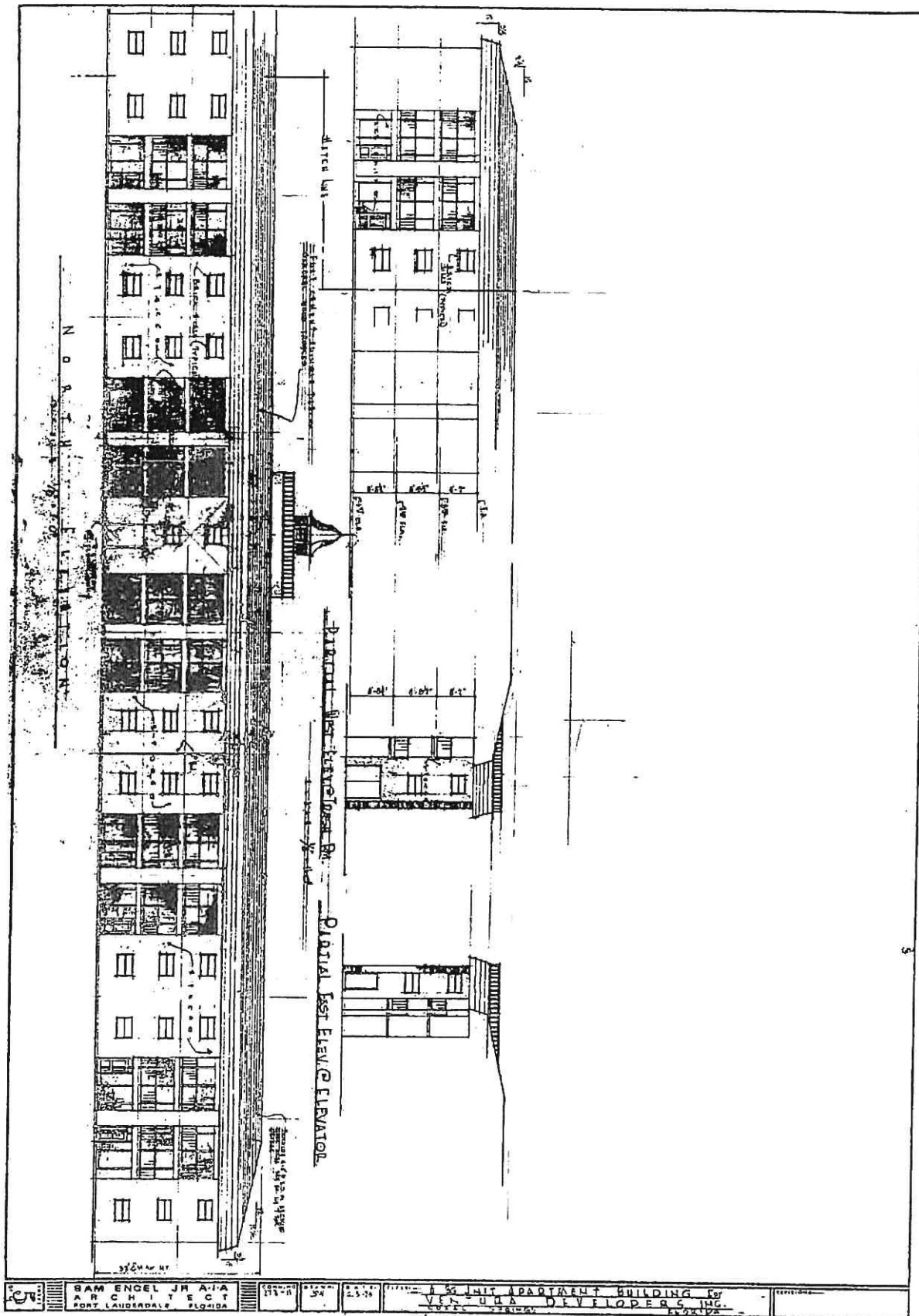
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JUNE 24, 1975
Burlingame Title & Ins. Underwriters, Inc.

EXHIBIT B

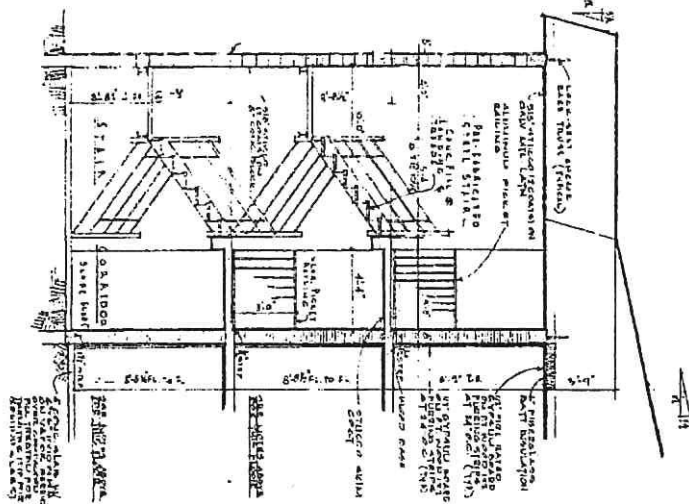






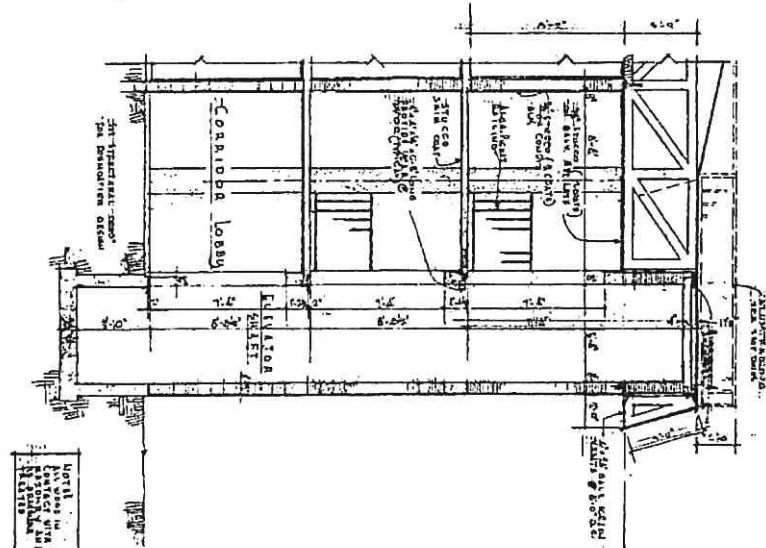
TYPICAL SECTION THRU STAIRS

SCALE 3/8" = 1'-0"



TYPICAL SECTION THRU ELEVATOR SHAFT & LOBBY

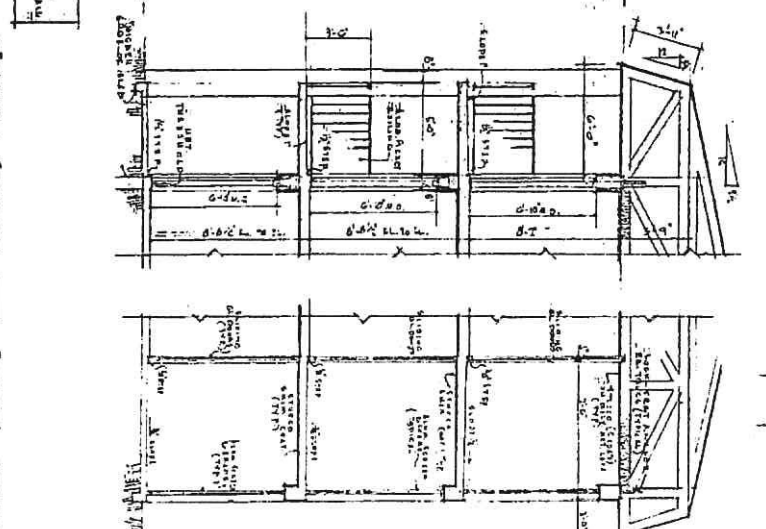
SCALE 3/8" = 1'-0"



NOTES:
1. ELEVATOR SHAFT WALLS TO BE CONCRETE WITH REINFORCING BARS.
2. ELEVATOR SHAFT FLOOR TO BE CONCRETE WITH REINFORCING BARS.

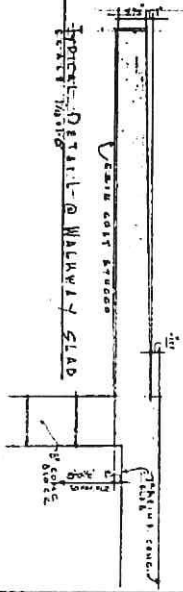
TYPICAL SECTION THRU WALKWAY

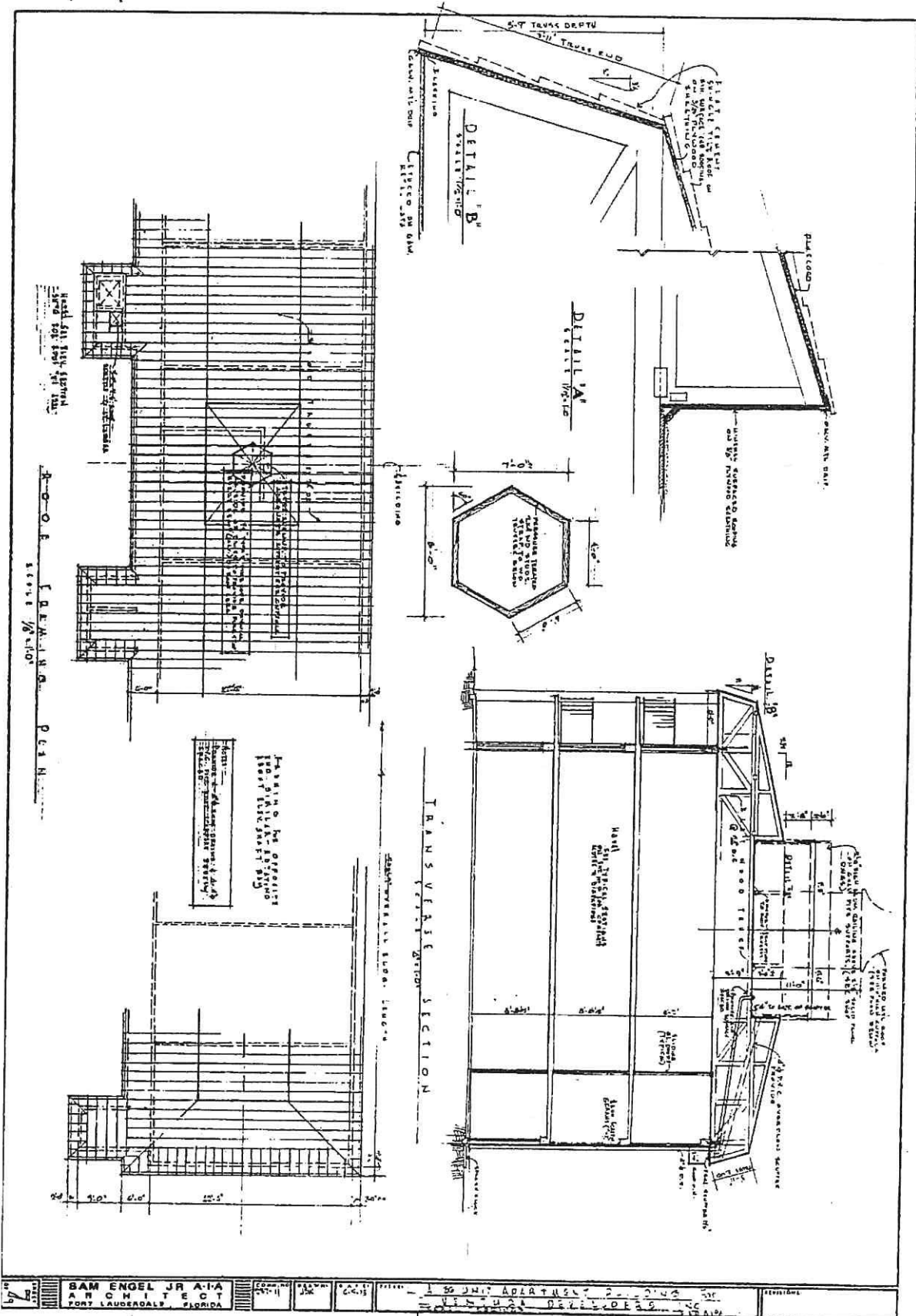
SCALE 3/8" = 1'-0"



TYPICAL DETAIL OF WALKWAY SLAB

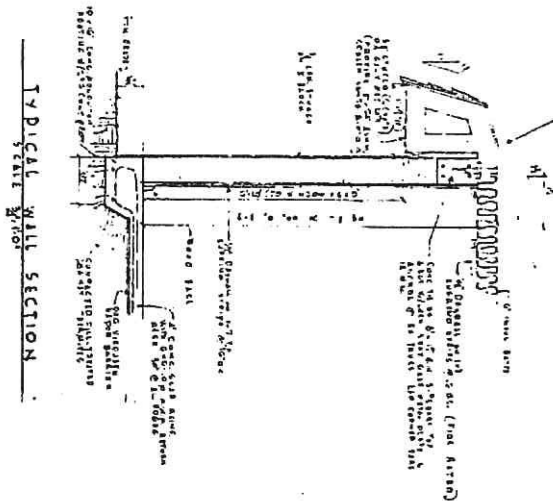
SCALE 3/8" = 1'-0"





NOTE: ALL DIMENSIONS ARE IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE FOR INFORMATION ONLY. DIMENSIONS IN BRACKETS ARE FOR CONSTRUCTION PURPOSES ONLY.

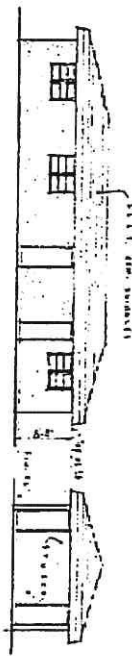
NOTE: THE BUILDING IS TO BE CONSTRUCTED OF CONCRETE. THE ROOF IS TO BE OF GALVALUME. THE FLOORING IS TO BE OF POLISHED PORTLAND CEMENT. THE WALLS ARE TO BE OF BRICK. THE CEILING IS TO BE OF PLASTER.



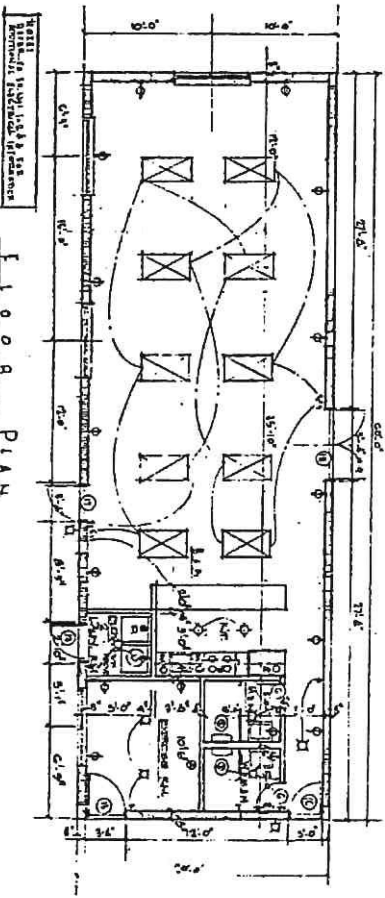
TYPICAL WALL SECTION
SCALE 3/8" = 1'-0"



NORTH ELEVATION
SCALE 1/8" = 1'-0"



WEST ELEVATION
SCALE 1/8" = 1'-0"



FLOOR PLAN
RECREATION BUILDING
SCALE 1/8" = 1'-0"

ARTICLES OF INCORPORATION

OF

CORAL SPRING GARDENS EAST ASSOCIATION, INC.

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

ARTICLE I

NAME

The name of the corporation shall be CORAL SPRING GARDENS EAST ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association.

ARTICLE II

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity pursuant to Section 12 of the Condominium Act, which is Chapter 711, Florida Statutes 1963, for the operation and management of CORAL SPRING GARDENS EAST, a condominium, located upon the following lands in Broward County, Florida:

All of Lots 7, 8, and 9, Block M, CORAL SPRINGS VILLAGE GREEN, as recorded in Plat Book 60, Page 31, of the public records of Broward County, Florida, less those portions of said Lots 7 and 8, more fully described as follows:

Beginning at the Northwest corner of said Lot 7; thence Easterly along the North line of Lots 7 and 8, a distance of 205.33 feet; thence Southerly at right angles a distance of 44.17 feet; thence Westerly at right angles a distance of 204.25 feet to a point on the West line of said Lot 7; thence Northerly along the said West line making an included angle of $91^{\circ} 23' 48''$ a distance of 44.18 feet to the Point of Beginning. Reserving however unto Ventura Developers Inc., its successors and assigns a permanent easement for ingress and egress over and across portions of said Lots 8 and 9, more fully described as follows:

Beginning at the Southeast corner of said Lot 9; thence Northerly along the Easterly line of said Lot 9 a distance of 135.73 feet; thence Westerly making an included angle of $91^{\circ} 23' 48''$ a distance of 125.43 feet; thence Southerly at right angles a distance of 13 feet; thence Easterly at right angles a distance of 112.74 feet; thence Southerly along a line 13 feet West of (as measured at right angles) and parallel with the said East line of Lot 9 a distance of 122.73 feet to a point on the South line of said Lot 9; thence Easterly along the said South line making an included angle of $91^{\circ} 23' 48''$ a distance of 13 feet to the Point of Beginning.

Said land situate, lying and being in Broward County, Florida, and containing 46,018 square feet more or less.

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

ARTICLE III

POWERS

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

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

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

- a. To make and collect assessments against members as apartment owners to defray the costs, expenses and losses of the condominium.
- b. Disburse the proceeds of assessments in the exercise of its powers and duties.
- c. The maintenance, repair, replacement and operation of the condominium property.
- d. The purchase of insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.
- e. The reconstruction of improvements after casualty and the further improvement of the property.
- f. To make and amend reasonable regulations respecting the use of the property in the condominium.

- g. To approve or disapprove the transfer, mortgage and ownership of apartments as may be provided by the Declaration of Condominium and the By-Laws.
- h. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property in the condominium.
- i. To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.
- j. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.
- k. To employ personnel to perform the services required for proper operation of the condominium.

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

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

3.5 In addition to all of the powers above granted, the Corporation shall have the power to enter into a 99-year lease for the use of adjoining real estate for recreational facilities for the use and benefit of the owners of individual apartments in the building to be operated by this Corporation. The Corporation shall have the power to assess the owners of individual apartments for the payment of the rentals required to be paid under said lease, and shall, in turn, have the power and obligation to pay said rentals to the owners of said leased land, or assigns.

ARTICLE IV

MEMBERS

4.1 The members of the Association shall consist of all of the record owners of apartments in the condominium and no other persons or other entities shall be entitled to membership provided, however, that until such time as the Declaration of Condominium for CORAL SPRING GARDENS EAST CONDOMINIUM is recorded in the Office of the Clerk of the Circuit Court in and for Broward County, Florida. The owners of the land upon which said condominium, apartment building is being erected shall constitute the membership of CORAL SPRING GARDENS EAST ASSOCIATION, INC., and after termination of the condominium, the members shall consist of all record owners of apartments at the time of such termination, their successors or assigns.

4.2 After receiving approval of the Association required by the Declaration of Condominium change of membership in the Association shall be established by recording the public records of Broward County, Florida, a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

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

4.4 The owner of each apartment shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of an apartment and the manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE V

DIRECTORS

5.1 The affairs of the Association will be managed by a board consisting of the number of directors determined by the By-Laws, but not less than three directors, and in the absence of such determination shall consist of three directors. Directors need not be members of the Association.

5.2 Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

5.3 The first election of directors shall not be held until after the developer has closed the sales of all of the apartments of the condominium or until developer elects to terminate its control of the condominium or until the expiration of two (2) years from the date of recording of the Declaration of Condominium for CORAL SPRING GARDENS EAST CONDOMINIUM, whichever occurs first. The Directors named in these Articles shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

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

Calvin McShane	218 N.W. 1st Ave., P.O. Box 132 Dania, Florida
Felix McShane	218 N.W. 1st Ave., P.O. Box 132 Dania, Florida
Virginia Ann Sizemore	1776 East Sunrise Boulevard Fort Lauderdale, Florida

ARTICLE VI

OFFICERS

The affairs of the Association shall be administered by the officers designated in the By-Laws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

President and Treasurer	Calvin McShane	218 N.W. 1st Ave., P.O. Box 132, Dania, Florida
Secretary and Vice-President	Felix McShane	218 N.W. 1st Ave., P.O. Box 132, Dania, Florida

ARTICLE VII

ASSESSMENTS AND FUNDS

7.1 All assessments paid by the owners of condominium apartments for the maintenance and operation of CORAL SPRING GARDENS EAST CONDOMINIUM shall be utilized by the Association to pay for the cost of said maintenance and operation. The Association shall have no interest in any funds received by it through assessments from the owners of individual condominium apartments except to the extent necessary to carry out the powers vested in it as agent for said members.

7.2 The Association shall make no distribution of income to its members, directors, or officers, and it shall be conducted

as a non-profit corporation. The refund of unused assessments to an owner paying the same shall not constitute a distribution of income.

7.3 Any funds held by the Association from its receipts, over and above its common expenses, shall be known as the common surplus of the Association and the same shall be held for the use and benefit of the members in proportion to the percentage of their ownership in the common elements shall not constitute or be deemed to be a dividend or distribution of income.

ARTICLE VIII

TERM

8.1 This Association shall continue to exist so long as the condominium known as CORAL SPRING GARDENS EAST CONDOMINIUM, a condominium, shall be in existence.

The Association may be terminated by termination of CORAL SPRING GARDENS EAST CONDOMINIUM, a condominium, in accordance with the conditions as set forth in the Declaration of Condominium and supporting documents.

ARTICLE IX

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding 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 when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement

the indemnification shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE X

BY-LAWS

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

ARTICLE XI

AMENDMENTS

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

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

9.2 A resolution for the adoption of a proposed Amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided.

- a. Such approval must be by not less than 75% of the votes of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or
- b. by not less than 80% of the votes of the entire membership of the Association.

9.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of members, nor any change in Section 3.3 of Article III, without the approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the condominium Act or the Declaration of Condominium.

ARTICLE XII

SUBSCRIBERS

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

Calvin McShane	218 N.W. 1st Ave., P.O. Box 132 Dania, Florida
Felix McShane	218 N.W. 1st Ave., P.O. Box 132 Dania, Florida
Virginia Ann Sizemore	1776 East Sunrise Boulevard Fort Lauderdale, Florida

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 19TH day of July, 1973.



CALVIN McSHANE



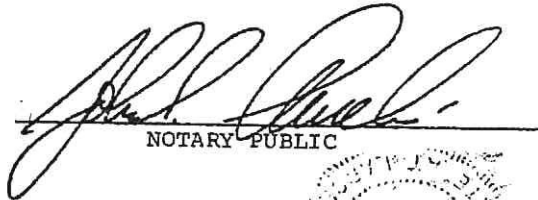
FELIX McSHANE



VIRGINIA ANN SIZEMORE

STATE OF FLORIDA)
 : SS
COUNTY OF BROWARD)

BEFORE ME, the undersigned authority, personally appeared
CALVIN McSHANE, FELIX McSHANE, and VIRGINIA ANN SIZE MORE, who after
being duly sworn, acknowledged that they executed the foregoing
Articles of Incorporation for the purposes expressed in such Articles,
this 19TH day of July, 1973.


NOTARY PUBLIC

My commission expires:

NOTARY PUBLIC: STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES JULY 10, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS



CERTIFICATE OF AMENDMENT TO
ARTICLES OF INCORPORATION OF
CORAL SPRING GARDENS EAST ASSOCIATION, INC.

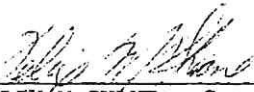
I, as Secretary of CORAL SPRING GARDENS EAST ASSOCIATION, INC., a non-profit organization existing under the laws of the State of Florida certify that a joint meeting of the Board of Directors and members of said corporation was duly called and held at its office in the City of Coral Springs, Florida on the 28th day of January, 1975, that at said meeting all members of the Board of Directors and the entire membership of the Association were present and voting throughout and that the following Amendment to the Articles of Incorporation was unanimously approved by the Board of Directors and unanimously adopted by the entire membership of the Association and is now in full force and effect:

ARTICLE V Paragraph 5.3 is amended to read as follows,

"It is specifically provided that when fifteen (15%) percent of the units have been closed the unit owners shall be entitled to elect one-third (1/3) of the board of directors and when seventy-five (75%) of the units have been closed or within three (3) years of date of recording of Declaration of Condominium the unit owners shall have the right to elect a majority of the board of directors and further provided that within three (3) months after the closing on ninety (90%) percent of the condominium units the owners shall have the right to elect a majority to the board of directors. Nevertheless the Developer reserves the right to elect one (1) member to the board of directors as long as he holds one (1) or more units for sale in the ordinary course of business."

IN WITNESS WHEREOF, I have hereunto set my hand as President of said corporation and affixed the corporate seal this 28th day of January, 1975.

(CORPORATE SEAL)



FELIX McSHANE, Secretary
CORAL SPRING GARDENS EAST ASSOCIATION, INC.

BY - LAWS

CORAL SPRING GARDENS EAST ASSOCIATION, INC.

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

1. Identity. These are the By-Laws of CORAL SPRING GARDENS EAST ASSOCIATION, INC., called Association in these By-Laws, a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 24th day of July, 1973. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 711, Florida Statutes 1963, called the Condominium Act in these By-Laws, which condominium is identified by the name CORAL SPRING GARDENS EAST, and is located upon the following lands in Broward County, Florida:

All of Lots 7, 8, and 9, Block M, CORAL SPRINGS VILLAGE GREEN, as recorded in Plat Book 60, Page 31, of the public records of Broward County, Florida, less those portions of said Lots 7 and 8, more fully described as follows:

Beginning at the Northwest corner of said Lot 7; thence Easterly along the North line of Lots 7 and 8, a distance of 205.33 feet; thence Southerly at right angles a distance of 44.17 feet; thence Westerly at right angles a distance of 204.25 feet to a point on the West line of said Lot 7; thence Northerly along the said West line making an included angle of $91^{\circ} 23' 48''$ a distance of 44.18 feet to the Point of Beginning. Reserving however unto Ventura Developers Inc., its successors and assigns a permanent easement for ingress and egress over and across portions of said Lots 8 and 9, more fully described as follows:

Beginning at the Southeast corner of said Lot 9; thence Northerly along the Easterly line of said Lot 9 a distance of 135.73 feet; thence Westerly making an included angle of $91^{\circ} 23' 48''$ a distance of 125.43 feet; thence Southerly at right angles a distance of 13 feet; thence Easterly at right angles a distance of 112.74 feet; thence Southerly along a line 13 feet West of (as measured at right angles) and parallel with the said East line of Lot 9 a distance of 122.73 feet to a point on the South line of said Lot 9; thence Easterly along the said South line making an included angle of $91^{\circ} 23' 48''$ a distance of 13 feet to the Point of Beginning.

Said land situate, lying and being in Broward County, Florida, and containing 46,018 square feet more or less.

1.1 The office of the Association shall be at 8605 Sample Road, Coral Springs, Florida.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida", the words "Corporation Not For Profit" and the year of the incorporation, an impression which is as follows:

2. Members' meetings.

2.1 The annual members' meeting shall be held at the office of the corporation at 10 o'clock A.M. on the first day of December of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

2.2 Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the board of directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

2.3 Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed by regular mail not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting and copy of notice shall be posted in a conspicuous place on the Condominium property at least fourteen (14) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

2.4 A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, or these By-Laws.

2.5 Voting.

a. In any meeting of members the owner(s) of each apartment shall be entitled to cast one vote.

b. If an apartment is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the Secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the apartment concerned. A certificate designating the persons entitled to cast the vote of an apartment may be revoked by any owner of an apartment. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy.

A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting provided, however, no person shall be designated to hold more than five (5) proxies.

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

2.8 The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:

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

3. Directors.

3.1 Membership. The affairs of the Association shall be managed by a board of not less than three nor more than 11 directors, the exact number to be determined at the time of election.

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

a. Election of directors shall be held at the annual members' meeting.

b. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to vacancies provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

e. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

f. When unit owners other than the Developer own fifteen percent (15%) or more of the units that will be operated ultimately by an 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 of the association. 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 an association three (3) years after sales by the Developer have been closed of seventy-five percent (75%) of the units that will be operated ultimately by the association, or three (3) months after sales have been closed by the Developer of ninety percent (90%) of the units that will be operated ultimately by the association, or when all of the units that will be operated ultimately by the association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the board of administration of an association as long as the Developer holds for sale in the ordinary course of business any units in the Condominium operated by the association.

3.3 The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4 The organization meeting of a newly-elected board of directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

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

3.6 Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

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

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

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

3.10 Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of the meeting shall constitute the presence of such director for the purpose of determining a quorum.

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

3.12 All meetings of the Board of Directors shall be open to all unit owners and notices of meetings shall be posted conspicuous forty-eight hours in advance for the attention of the unit owners except in an emergency, and minutes of all meetings of unit owners and the Board of Directors shall be kept in a business like manner and available for inspection by unit owners and board members at all reasonable times

3.13 The order of business at directors' meetings shall be:

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

3.14 Directors' fees, if any, shall be determined by the members of the corporation.

4. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by apartment owners when such is specifically required.

5. Officers.

5.1 The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the board of directors and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices, except that the President shall not be also the Secretary or an Assistant Secretary. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties

usually vested in the office of a president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

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

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of the Treasurer.

5.6 The compensation of all officers and employees of the Association shall be fixed by the directors. The provision

that directors' fees shall be determined by the members shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

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

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a. Current expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements, or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

b. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

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

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

6.2 Budget. The board of directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

a. Current expense, the amount for which shall not exceed 115% of the budget for this account for the prior year.

b. Reserve for deferred maintenance, the amount for which shall not exceed 115% of the budget for this account for the prior year.

c. Reserve for replacement, the amount for which shall not exceed 115% of the budget for this account for the prior year.

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

e. Copies of the budget and proposed assessments shall be transmitted to each member thirty (30) days prior to the meeting at which the budget will be considered.

6.3 Assessments. Assessments against the apartment owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in four equal installments days of January, April, July and October of the year

the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and quarter-annual installments on such assessment shall be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the board of directors if the accounts of the amended budget do not exceed the limitations for that year. Any account that does exceed such limitation shall be subject to the approval of the membership of the Association as required in these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the assessment is made shall be due upon the date of the assessment on or after July 1; and if made prior to July, one-half increase shall be due upon the date of the assessment and the balance of the increase shall be due upon the next July assessment shall be determined by the board of directors of the Association.

6.4 Acceleration of assessment installment

If an apartment owner shall be in default in the payment of an installment upon an assessment, the board of directors may accelerate the remaining installments of the assessment upon notice to the apartment owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

6.5 Assessments for emergencies. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the apartment owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the apartment owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice in such manner as the board of directors of the Association may require in the notice of assessment.

6.6 The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the directors.

6.7 An audit of the accounts of the Association shall be made annually by an accountant, and a copy of the audit report shall be furnished to each member not later than April 1 of the year following the year for which the audit is made.

6.8 Fidelity bonds may be required by the board of directors from all persons handling or responsible for Association funds. If required, the amount of such bonds shall be determined by the directors, but shall be not less than one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

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

8. Amendments. These By-Laws may be amended in the following manner:

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

8.2 A resolution adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

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

b. By not less than 80% of the votes of the entire membership of the Association; or

c. Until the first election of directors, by all of the directors.

9. No children under 14 years of age shall reside as permanent residents in any condominium apartment. However, children may visit the condominium premises for periods not to exceed two (2) weeks. Visits of longer duration must be approved by the board of directors.

10. Pets.


a. Dogs and cats will be conditionally permitted on the condominium premises provided however, that they shall be leashed when taken from the owners apartment, walked or curbed in a designated area and upon the death of the original dog or cat brought upon the condominium property the owner shall be prohibited from replacing the animal.

b. All dogs and cats and other pets must be sufficiently under control at all times so that they do not become a nuisance to the owners of other apartments in the association. In the event that a pet becomes a nuisance or the owner replaces a pet upon its demise or for any other reason whatsoever replaces the pet the board of directors shall have the right to give the apartment owner fifteen (15) days notice that the pet has become a nuisance or cannot be replaced in accordance with the rules and regulations of the condominium association. In the event the said owner does not remove said pet from the premises during said fifteen (15) day period, the board of directors shall be entitled to take such action as may be necessary to secure removal of said pet from the premises, including but not limited to seeking an injunction requiring the removal of said pet.

11. Temporary Maintenance Expense. Until the developer of the condominium has closed the sales of all apartments, the developer shall be assessed on unsold apartments only for that part of the common expense for maintenance and operation which is in excess of the sums collected by assessments against the owners of the other units. The developer thereby guarantees that the initial monthly assessment for common expenses shall not increase over the


stated dollar amount as initially established.

The foregoing were adopted as the By-Laws of CORAL SPRING GARDENS EAST ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 6 day of January, 1975.



SECRETARY

APPROVED:



PRESIDENT

RULES AND REGULATIONS

OF

CORAL SPRING GARDENS EAST
a Condominium

1. SIGNS: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any owner on any part of the outside or inside of a unit without prior written consent of the Association.
2. IMPROVEMENTS AND EXTERIOR WALLS: No improvements may be constructed upon any part of the exterior of the building or the land upon which it is located without the written consent of the Association, except that owners may install at their own cost, shades approved by the Board of Directors of a hue similar to the screens on the screened porches.
3. PAINTING: No exterior paint shall be applied upon any building without the prior written consent of the Association.
4. GARBAGE AND REFUSE: All trash, garbage or refuse shall be placed in closed paper bags or wrapped before being deposited in garbage chutes. All cartons and boxes shall be broken down and deposited in container in trash room.
5. LAUNDRY: Laundry, rugs or other articles shall be hung indoors.
6. ELEVATORS: Elevators shall not be abused or overloaded. Padding shall be installed while moving furniture or other objects which may damage the interior. Residents shall be responsible to the Board of Directors for any damage done by themselves, their guests, or delivery people serving them.
7. PARKING: No trucks, vans, campers, boat trailers or related type of motor vehicles shall be parked on the condominium premises, and all owners shall observe the parking space assigned to them and park well within the lines and close to the curbs and stops. Only one parking space per apartment will be permanently assigned to the owner of said apartment.
8. WASHING CARS: Washing cars shall not be permitted on the condominium premises.
9. ANTENNA: No radio or television antenna or any wiring for any purpose may be installed on the exterior of a building without the written consent of the Association.
10. RECREATIONAL FACILITIES: The use of all the recreational facilities located at CORAL SPRING GARDENS EAST shall be regulated from time to time by the Board of Directors of CORAL SPRINGS GARDENS EAST RECREATION CENTER, INC.

EXHIBIT E

11. GUESTS: Owners must notify the Board of Directors of CORAL SPRING GARDENS EAST ASSOCIATION, INC. when they are expecting house guests and should provide the Board of Directors with full information as to names and length of stay. If guests are occupying an owner's apartment during the owner's absence, the Board of Directors must be advised of this fact and the owner shall also be responsible for providing the guests with keys to said apartment.
12. CHILDREN: Apartment owners shall be responsible for the actions and any damage caused by their own children or any visiting children. Children shall not be permitted to play in the lobbies, on the stairways, or walkways. Children under the age of 14 years shall not be permitted the use of the recreation room, unless in the presence of at least one parent.
13. PETS: Dogs and domesticated cats will be conditionally permitted^a provided they are never allowed to run loose, and do not constitute a nuisance. In the event a dog or cat becomes a nuisance the Board of Directors shall have the right to request removal as set forth in the By-Laws of the condominium association. Provided further that dogs shall be walked in a designated area and upon the death of the dog or cat of the apartment owner it cannot be replaced by any other pet.
14. TELEVISION, RADIOS AND MUSICAL INSTRUMENTS: Television, radios and musical instruments must be used at such times as will provide a minimum of disturbance to other apartment owners. The use of musical instruments after 10:00 p.m. and before 10:00 a.m. is prohibited. Volume on radios or television must be turned down at 10:00 p.m. so as not to disturb other owners.
15. OCCUPANCY LIMITATIONS: No residential unit shall be permanently occupied by more than four (4) persons.

CHANGED

$$2/2 = 4$$

$$1/1.5 = 2$$

$$1/1 = 2$$

This instrument (prepared by) _____
(Return to) John E. Bielejeski
JAMES, BIELEJESKI, LUNNY & AURELIUS, P.A.
Attorneys At Law
4367 N. Federal Highway
Ft. Lauderdale, Fla. 33308 Tel. 772-8222

WARRANTY DEED

WARRANTY DEED, made this _____ day of _____, 197____, between VENTURA DEVELOPERS, INC., a Florida corporation, hereinafter called Grantor, and _____, whose post office address is _____, hereinafter called Grantee,

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other good and valuable considerations to them in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to the Grantee, their heirs and assigns forever, the following described condominium unit(s), lying and being in Broward County, Florida, to-wit:

A condominium parcel designated as Apartment No. _____ of CORAL SPRING GARDENS EAST, a Condominium, according to the Declaration thereof, dated _____, 19____, and recorded in O.R. Book _____, at Page _____, of the Public Records of Broward County, Florida, together with all of the appurtenances thereto, all according to said Declaration of Condominium.

SUBJECT to all of the provisions of the Declaration of Condominium and Exhibits thereto, including Master Lease and any and all reservations, restrictions, easements, licenses and limitations of record which the party of the second part assumes and agrees to perform and abide by.

ALSO SUBJECT to all taxes levied subsequent to the year _____.

The Grantor does hereby fully warrant title to the aforesaid condominium unit(s) and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, VENTURA DEVELOPERS, INC., has caused these presents to be executed the day and year first above written.

Witnesses: VENTURA DEVELOPERS, INC.

BY: _____
PRESIDENT

ATTEST: _____
SECRETARY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by CALVIN McSHANE, President and FELIX McSHANE, Secretary of VENTURA DEVELOPERS, INC., a Florida corporation, on behalf of the corporation.

My commission expires: _____ Notary Public

SUBLEASE-ACCEPTANCE OF DEED AND LEASE

Lessor, VENTURA DEVELOPERS, INC., a Florida corporation, does hereby demise, rent and sublease unto Lessee, _____

those certain improved lands as more particularly described in Master Lease dated January _____, 1975, between Lessor, VENTURA DEVELOPERS, INC., and CORAL SPRING GARDENS EAST RECREATIONAL CENTER, INC., as same is recorded in O.R. Book _____, Page _____, of the Public Records of Broward County, Florida. Lessee, as part of consideration for this Sublease agrees to assume and carry out all of the terms and conditions of the Master Lease and specifically to pay initial monthly rent of \$20.00 per condominium unit, together with prorated share of recreational expenses.

Grantee-Lessee by acceptance and execution of this Deed and Sublease, acknowledges that this conveyance is subject to the Declaration of Condominium for CORAL SPRING GARDENS EAST, exhibits thereto, including recreation master lease and hereby ratifies, confirms, and approves all terms and conditions thereof including the imposition of a lien upon the condominium unit herein conveyed for non-payment of common expenses, recreational rent and recreational expenses.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this _____ day of _____, 197__.

Witnesses:

VENTURA DEVELOPERS, INC.

BY: _____ (SEAL)
President

ATTEST: _____ (SEAL)
Secretary

LESSOR

(SEAL)

(SEAL)

GRANTEE-LESSEE

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 197__, by CALVIN McSHANE, President, and FELIX McSHANE, Secretary of VENTURA DEVELOPERS, INC., a Florida corporation, on behalf of the corporation.

Notary Public My commission expires:

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 197__, by _____

Notary Public My commission expires: