

APPLEWOOD VILLAGE IV - "D," A CONDOMINIUM

THIS OFFERING CIRCULAR CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS OFFERING CIRCULAR AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.



## SUMMARY

- I. THE CONDOMINIUM WILL BE CREATED AND WILL BE SOLD AS FEE SIMPLE INTERESTS.
- II. THERE IS A MASTER ASSOCIATION MEMBERSHIP ASSOCIATED WITH THIS CONDOMINIUM. THERE IS NO RECREATION FACILITIES LEASE OR GROUND LEASE ASSOCIATED WITH THIS CONDOMINIUM.
- III. UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP AND REPLACEMENT OF THE COMMUNITY CENTER, SPORTS CENTER, LAKES, AND AQUATIC CENTER AND OTHER FACILITIES TO BE OWNED AND OPERATED BY A MASTER ASSOCIATION TO WHICH ALL UNIT OWNERS ARE REQUIRED TO BELONG.
- IV. THERE IS A LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.
- V. RECREATIONAL OR COMMONLY USED FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE MASTER ASSOCIATION.
- VI. THERE IS TO BE A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH TOWNSHIP MANAGEMENT SERVICES, INC.
- VII. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.
- VIII. THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.
- IX. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.





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## OFFERING CIRCULAR

-for-

### APPLEWOOD VILLAGE IV - "D," A CONDOMINIUM

#### I. DESCRIPTION OF THE CONDOMINIUM.

A. The name of the condominium described herein is Applewood Village IV - "D," a Condominium (the "Condominium"). The Condominium is situated upon certain real property, the legal description of which is attached as Exhibit "A" to the Declaration of Condominium ("Declaration") of the Condominium which is attached to this Offering Circular as Exhibit "1".

B. The Condominium will be a residential condominium comprised of six (6) buildings, each containing eight (8) units, with a total of forty-eight (48) units ("Units"). Twenty-four (24) of these Units each contain three (3) bedrooms and two (2) bathrooms. The remaining twenty-four (24) Units will all contain two (2) bedrooms and two (2) bathrooms. Each building will be two (2) stories in height. Floor plans of all Units are attached as Exhibit "5" to this Offering Circular. Dimensions set forth in said floor plans, however, are approximations only and subject to modification. The actual plans and specifications of the Condominium are at the Developer's office and are available for purchaser's inspection upon request.

C. The Condominium will contain a total of forty-eight (48) Units.

D. The plot plan and survey of the Condominium showing the location of the Condominium buildings is attached as Exhibit "B" to the Declaration which is attached as Exhibit "1" to this Offering Circular. The plans and specifications as originally prepared for all improvements will be on file with the City of Coconut Creek, Florida, and may differ from the plans and specifications for said improvements that are on file with the Developer. Purchasers should only rely on said plans and specifications on file with the Developer and be advised that said plans and specifications are subject to amendment from time to time without notice. Purchasers should further be advised that there may be variations between the configuration of said improvements as set forth in the plot plan and survey

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or plans and specifications and the improvements as actually constructed. However, said variations, if any, shall not adversely affect a Unit owner's percentage share in the common elements or any common surplus of the Condominium.

E. The Developer estimates that the construction, finishing and equipping of the Condominium should be completed no later than July 1, 1989, subject to strikes, war or declaration of a national emergency, or any other events that would be sufficient to support a defense under Florida law based upon the impossibility of performance for reasons beyond Developer's control.

F. Recreation and other commonly used facilities described more fully herein will be shared in common with a maximum number of five thousand six hundred and fifty (5,650) units.

## II. SALE.

THE CONDOMINIUM WILL BE CREATED AND WILL BE SOLD AS FEE SIMPLE INTERESTS. Title will be conveyed to Unit purchasers by Warranty Deed.

## III. RECREATION AND OTHER COMMONLY USED FACILITIES.

The Condominium will not include any recreational and other commonly used facilities that will be used only by owners of Units in the Condominium ("Unit Owners"). However, the Condominium will share certain recreational and other commonly used facilities with other condominiums in the village project administered by the Association (the "Applewood Village IV Project") and elsewhere within The Township, a planned unit development of which the Condominium is a part ("The Township").

The following is a description of each such facility contained within the Applewood Village IV Project as to intended purpose, location, approximate floor area and capacity:

A. The Developer will construct a recreational building that contains the following-described improvements:

1. Multi-purpose room: the multi-purpose room contains approximately nine hundred thirty-nine (939) square feet and may be utilized by approximately one hundred twenty-four (124) people for meetings, social events and such other activities as may be determined by the Association.

2. Restroom area: the restroom area contains a total area of approximately two hundred seven (207) square feet. It includes a men's restroom designed to accommodate two (2) persons at a time with one (1) toilet, one (1) urinal and one (1) sink, and a ladies' restroom designed to accommodate two (2) persons at a time with two (2) toilets and one (1) sink.

3. Mechanical room: the mechanical room contains an area of approximately one hundred forty-eight (148) square feet and houses the pump and other equipment incident to the operation of the swimming pool and the recreational building.

4. Kitchen: the kitchen contains an area of approximately ninety-seven (97) square feet accommodating approximately six (6) people at a time and includes a stove, sink, refrigerator and cabinet space.

B. The Developer will construct an irregularly shaped swimming pool, approximately fourteen hundred (1400) square feet in area. The concrete deck surrounding the pool will be irregular in shape and, together with the pool, will accommodate approximately not less than twenty-five (25) people at a time.

The pool will range in depth from three (3) feet to six (6) feet. Although the Developer presently intends that the pool will be heated, prospective purchasers should verify this information with the Developer, as such heating is not committed.

C. The Developer will construct a paved parking and driveway area providing at least one parking space for each Unit and access to the Lake.

D. Either fee simple title or permanent use rights to all of the recreational, parking and driveway and other commonly used facilities described in paragraphs A, B and C above will be conveyed by the Developer to Applewood Village IV Condominium Association, Inc. ("Association") without charge, as provided in the Declaration attached hereto as Exhibit "1." At the time of such conveyance, said facilities or the permanent use thereof, as the case may be, will be owned by the Association. All unit owners shall automatically be members of the Association which is more fully described in the Declaration as well as in copies of the proposed Articles of Incorporation and By-Laws of the Association attached as Exhibits "C" and "D" to the Declaration which is attached as

Exhibit "1" to this Offering Circular. The use of the recreational facilities may be temporarily abated during the course of construction. Unit Owners shall not be required to pay any rent or other fees other than maintenance and operation costs for the use of the recreational facilities and parking and driveway areas; provided, however, that the Association may charge admission fees for specially scheduled events (movies, tournaments, etc.).

E. The Developer will purchase furnishings and other personal property for all the facilities described in paragraphs A and B above which will have an aggregate cost of not less than two thousand dollars (\$2,000.00). The Developer will not provide any facilities not described herein. The Developer specifically disclaims any and all representations and warranties, express or implied, that the personal property to be supplied by the Developer is all of the personal property which the Unit Owners will deem necessary or desirable for the management and operation of the Condominium. Any additional personal property shall be at the election and sole expense of the Association.

F. The Developer estimates that all of the facilities described in paragraphs A, B and C above should be completed no later than July 1, 1989, subject to strikes, war or declaration of a national emergency, or any other events that would be sufficient to support a defense under Florida law based upon the impossibility of performance for reasons beyond Developer's control.

G. The location of the facilities described in paragraphs A, B and C above is depicted on the graphic rendering of the Applewood Village IV Project attached as Exhibit "8" to this Offering Circular, although the Developer reserves the right to change such location.

The following is a description of the recreation and other facilities outside the Applewood Village IV Project that will be used in common with other condominium and non-condominium projects within The Township. The Developer has constructed clubhouse facilities ("Community Center") for use of all residents in The Township. The Community Center contains the following:

1. Multi-purpose room: The multi-purpose room will accommodate approximately three hundred fifty (350) persons and contains approximately two thousand six hundred sixty-four (2,664) square feet with an elevated platform/stage containing approximately seven hundred



fourteen (714) square feet. The multi-purpose room may be utilized by unit owners for meetings, social events and such other activities as may be approved by the Association.

2. Lounge area: The lounge area will accommodate approximately seventy-five (75) persons and contains approximately one thousand two hundred forty (1,240) square feet. This area may be utilized for reading purposes and informal gatherings of small groups of people. The lounge area also contains a propane-burning fireplace.

3. Lobby area: The lobby area will accommodate approximately fifty-four (54) persons and contains approximately eight hundred ten (810) square feet. This area is designed for the reception of members and guests.

4. Billiard room: The billiard room will accommodate approximately eighteen (18) persons and contains approximately five hundred fifty (550) square feet. The billiard room contains three (3) full-size billiard tables with individual lighting per table.

5. Youth room: The youth room will accommodate approximately fourteen (14) persons and contains approximately four hundred forty (440) square feet. The youth room contains one (1) full-size billiard table, two (2) soccer tables, and one (1) checker table.

6. Card room west: This card room will accommodate approximately twenty-eight (28) persons and contains approximately three hundred ninety (390) square feet. This card room contains six (6) non-fixed card tables.

7. Card room east: This card room will accommodate approximately twenty-four (24) persons and contains approximately three hundred eighty (380) square feet. This card room contains five (5) non-fixed card tables and is separated from card room west by fourteen (14) linear feet of bi-fold doors.

8. Party room west: This party room will accommodate approximately twenty (20) persons and contains approximately three hundred ten (310) square feet. This party room contains three (3) non-fixed tables.

9. Party room east: This party room will accommodate approximately thirty (30) persons and contains

approximately four hundred forty-two square feet. This party room contains four (4) non-fixed tables.

10. Craft room north: This craft room will accommodate approximately fourteen (14) persons and contains approximately three hundred seventy (370) square feet. This card room contains two (2) non-fixed tables, a full length countertop, cabinets and a built-in sink.

11. Craft room south: This craft room will accommodate approximately fourteen (14) persons and contains approximately three hundred seventy (370) square feet. This card room contains two (2) non-fixed tables, a full length countertop, cabinets, a built-in sink and a kiln.

12. Exercise room north: This exercise room will accommodate approximately eight (8) persons and contains approximately three hundred (300) square feet. This exercise room contains various types of fixed and non-fixed exercise equipment.

13. Exercise room south: This exercise room will accommodate approximately six (6) persons and contains approximately two hundred sixty-eight (268) square feet. This exercise room contains various types of fixed and non-fixed exercise equipment, and is separated from exercise room north by eleven (11) linear feet of bi-fold doors.

14. Kitchen: The kitchen contains approximately ninety-six (96) square feet and includes a stove, two (2) sinks, an ice machine, a dishwasher, a freezer, a refrigerator and cabinet space and will accommodate approximately six (6) people at a time.

15. Restroom area: The restroom area contains approximately three hundred thirty-two (332) square feet. The men's portion will accommodate approximately seven (7) persons at a time and contains various sinks and toilet equipment. The ladies' portion will accommodate approximately five (5) persons at a time and contains various sinks and toilet equipment.

16. Office area: The office area contains approximately one hundred ten (110) square feet accommodating approximately one (1) person at a time and is used by the recreation coordinator for the purpose of managing the Community Center.

The Developer will renovate the existing Community Center for use by all residents of The Township. The renovated Community Center will be available for use approximately at the end of the third quarter of 1988 and upon its completion shall contain the following:

1. Lounge area: The lounge area will accommodate approximately seventy-five (75) persons and contains approximately one thousand two hundred forty (1,240) square feet. This area may be utilized for reading purposes and informal gatherings of small groups of people. The lounge area also contains a propane-burning fireplace.

2. Lobby area: The lobby area will accommodate fifty-four (54) persons and contains approximately eight hundred ten (810) square feet. This area is designated for the reception of members and guests.

3. Billiard room: The billiard room will accommodate approximately thirty-seven (37) persons and contain approximately one-thousand, one hundred eighteen (1,118) square feet.

4. New card room: The new card room will accommodate approximately twenty-nine (29) persons and contains approximately four hundred forty (440) square feet.

5. Card room west: This card room will accommodate approximately twenty-eight (28) persons and contains approximately three hundred ninety (390) square feet. This card room contains six (6) non-fixed card tables.

6. Card room east: This card room will accommodate approximately twenty-four (24) persons and contains approximately three hundred eight (308) square feet. This card room contains five (5) non-fixed card tables and is separated from card room west by fourteen (14) linear feet of bi-fold doors.

7. Party room west: This party room will accommodate approximately twenty (20) persons and contains approximately three hundred ten (310) square feet. This party room contains three (3) non-fixed tables.

8. Party room east: This party room will accommodate approximately thirty (30) persons and contains approximately four hundred forty-two (442) square feet. This party room contains four (4) non-fixed tables.

9. Craft room north: This craft room will accommodate approximately fourteen (14) persons and contains approximately three hundred seventy (370) square feet. This card room contains two (2) non-fixed tables, a full length countertop, cabinets and a built-in sink.

10. Craft room south: This craft room will accommodate approximately fourteen (14) persons and contains approximately three hundred seventy (370) square feet. This card room contains two (2) non-fixed tables, a full length countertop, cabinets and a built-in sink and kiln.

11. Kitchen: The kitchen contains approximately ninety-six (96) square feet and includes a stove, two (2) sinks, an ice machine, a dishwasher, a freezer, a refrigerator and cabinet space and will accommodate approximately six (6) people at a time.

12. Restroom area: The restroom area contains approximately three hundred thirty-two (332) square feet. The men's portion will accommodate approximately seven (7) persons at a time and contains various sinks and toilet equipment. The ladies' portion will accommodate approximately five (5) persons at a time and contains various sinks and toilet equipment.

13. Association offices: The Association office area will consist of a reception area of approximately one hundred sixty-one (161) square feet, a conference room of approximately one hundred thirty-four (134) square feet, an office of approximately one hundred twenty-two (122) square feet, a secretarial area of approximately one hundred eighty-seven (187) square feet and a main conference room of approximately two hundred forty-five (245) square feet.

14. The youth room: The youth room will accommodate approximately thirty-five (35) persons and contain approximately five hundred twenty-seven (527) square feet.

15. The aerobics room: The Aerobics room will accommodate approximately sixty-seven (67) persons and contain approximately one thousand sixteen (1,016) square feet.

16. The exercise room: The exercise room will accommodate approximately fifty-six (56) persons and contain approximately eight hundred forty-seven (847) square feet.

17. The men's bathroom: The men's bathroom will accommodate four (4) people and contain approximately two hundred thirty-one (231) square feet.

18. The women's bathroom: The woman's bathroom will accommodate four (4) people and contain approximately two hundred forty (240) square feet.

The Developer will purchase furnishings and other personal property for the renovations in the Community Center having an aggregate cost of not less than ten thousand dollars (\$10,000.00).

The Developer has constructed aquatic facilities (the "Aquatic Center") for use of all residents of The Township. The Aquatic Center contains the following:

A. Restroom areas: The main ladies' restroom contains an area of approximately six hundred forty-three (643) square feet, will accommodate approximately twelve (12) persons at a time and contains various sinks and toilet equipment as well as a sauna room approximately eighty-four (84) square feet in size. The main men's restroom contains an area of approximately five hundred ninety-nine (599) square feet, will accommodate approximately twelve (12) persons at a time and contains various sinks and toilet equipment as well as a sauna room approximately eighty-four (84) square feet in size. The ladies' spa restroom contains an area of approximately sixty-two (62) square feet, will accommodate one (1) person at a time and contains a sink and toilet equipment. The men's spa restroom contains an area of approximately seventy-six (76) square feet, will accommodate two (2) persons at a time and contains a sink and toilet equipment.

B. Mechanical room: The mechanical room contains an area of approximately three hundred sixty-four (364) square feet and houses the pump and other equipment incident to operation of the Aquatic Center.

C. Office: The office contains an area of approximately two hundred twenty-five (225) square feet and is used for the purpose of managing the Aquatic Center.

D. Main swimming pool: The main swimming pool is heated, contains an area of approximately five thousand one hundred forty (5,140) square feet and will accommodate approximately one hundred seven (107) persons at a time.

Concrete and wood portions of the deck surrounding the pool contain a total area of approximately eighteen thousand six hundred eighty-one (18,681) square feet. The pool ranges in depth from three (3) feet six (6) inches to eight (8) feet six (6) inches.

E. Children's wading pool: The children's wading pool is heated, contains an area of approximately one hundred ninety-six (196) square feet, will accommodate approximately five (5) persons at a time and is eighteen (18) inches in depth. The deck area surrounding the wading pool contains an area of approximately one thousand five hundred thirty-five (1,535) square feet.

F. Spa: The spa is heated, contains an area of approximately one hundred thirteen (113) square feet, will accommodate approximately eleven (11) persons at a time and is forty-five (45) inches in depth. The deck surrounding the spa contains an area of approximately one thousand fifty-seven (1,057) square feet.

The Developer has constructed various lakes ("Lakes") for use by all residents of The Township, which are located throughout The Township.

The Developer has constructed a sports center (the "Sports Center") for use by all residents of The Township. The Sports Center contains the following:

1. An office containing approximately 133 square feet.
2. A men's bathroom accommodating 3 people and containing approximately 97 square feet.
3. A women's bathroom accommodating 2 people and containing approximately 97 square feet.
4. A covered porch containing approximately 127 square feet.
5. A "tot lot" containing approximately 4,558 square feet.
6. A basketball court containing approximately 4,200 square feet.
7. Two outdoor handball courts each containing approximately 732 square feet.

8. Two horseshoe pits each containing approximately 279 square feet.
9. One volleyball court containing approximately 1,800 square feet.
10. Two bocci ball courts each containing approximately 1,605 square feet.
11. Six shuffle board courts each containing approximately 936 square feet.

The Developer has purchased furnishings and other personal property for the Sports Center having an aggregate cost of more than Eight Thousand Dollars (\$8,000.00).

The Developer will construct a Performance Center (the "Performance Center") for use by all residents of The Township. The Performance Center will be available for use approximately during the first quarter of 1988 and shall contain the following:

1. A men's bathroom accommodating four (4) persons and containing approximately two hundred three (203) square feet.
2. A women's bathroom accommodating four (4) persons and containing approximately two hundred seven (207) square feet.
3. A storage room containing approximately three hundred thirty-five (335) square feet.
4. A kitchen containing approximately two hundred fifteen (215) square feet and includes a stove, sink, dishwasher, refrigerator/freezer and cabinet space.
5. An equipment control room containing approximately sixty-four (64) square feet.
6. A multi-purpose room containing approximately four thousand, one hundred seventy (4,170) square feet with an elevated entertainment platform containing approximately eight hundred forty-eight (848) square feet.
7. Two dressing rooms containing approximately three hundred thirty-two (332) square feet.

8. A lobby including a ticket booth containing approximately nine hundred thirty-three (933) square feet and accommodating approximately sixty-two (62) persons.

The Developer will purchase furnishings and other personal property for the Performance Center having an aggregate cost of not less than Three Thousand Dollars (\$3,000.00).

The Aquatic Center, Lake, and Community Center will be available for use by Unit Owners of the Condominium immediately upon closing of their units. It is estimated that, when The Township is fully developed, the number of residential owners having use of the Community Center, Aquatic Center, Sports Center, Performance Center and Lakes, will not exceed five thousand six hundred fifty (5,650). The Developer has or will have purchased furnishings and other personal property for the Community Center, Aquatic Center and Performance Center having an aggregate cost of not less than one hundred thousand dollars (\$100,000). THERE IS A MASTER ASSOCIATION MEMBERSHIP ASSOCIATED WITH THIS CONDOMINIUM. THERE IS NO RECREATION FACILITIES LEASE OR GROUND LEASE ASSOCIATED WITH THIS CONDOMINIUM. The Community Center, Sports Center, Performance Center and the Aquatic Center are located near the northeast corner of the intersection of Copans Road and Lyons Road and, together with the Lakes are or will be owned and operated by The Township Community Master Association, Inc. ("Master Association"), to which all Unit Owners in this Condominium will automatically belong. The Master Association will be controlled by the Unit Owners in this Condominium together with the other members of the Master Association no later than January 1, 1995. The document providing for Unit Owners' membership in the Master Association and use of the Aquatic Center, Sports Center, Performance Center, Community Center and the Lakes is the Declaration of Covenants, Conditions and Restrictions of The Township (the "Master Covenants") which is attached to this Offering Circular as Exhibit "11." UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP AND REPLACEMENT OF THE COMMUNITY CENTER, SPORTS CENTER, PERFORMANCE CENTER, AQUATIC CENTER, THE LAKES AND OTHER FACILITIES TO BE OWNED AND OPERATED BY A MASTER ASSOCIATION TO WHICH ALL UNIT OWNERS ARE REQUIRED TO BELONG. Membership in the Master Association is described in detail in The Master Covenants attached hereto as Exhibit "11." Unit Owners shall not be required to pay any rent or other fees for the use of the Community Center, Sports Center, Lakes or Aquatic Center; provided, however, that The Master Association may charge admission fees for specially scheduled events (movies, tournaments, etc.). The Master



Association's costs and expenses of maintaining and operating the Community Center, Sports Center, Performance Center, Aquatic Center and Lakes will be included in the assessment charged to Unit Owners.

THERE IS A LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN. These lien rights are described in detail in the Master Covenants attached hereto as Exhibit "11" and the Declaration attached hereto as Exhibit "1."

Although the Developer is not committed to construct facilities not described herein, RECREATIONAL OR COMMONLY USED FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE MASTER ASSOCIATION. Such reserved rights are described in the Master Covenants which is attached as Exhibit "11" to this Offering Circular.

#### IV. SALE - LEASE.

The Developer's plan does not presently include a program of leasing Units in addition to selling them, or of leasing Units and selling them subject to such lease. However, the Developer's policy for many years has been to make an ongoing investment commitment to the communities which it develops and, accordingly, the Developer reserves the right to retain ownership of Units and lease them, or lease them and sell them subject to such lease. In the event the Developer's present intent with respect to a "plan" or "program" of leasing changes, such plan or program will be disclosed as required by law. However, since random or isolated rentals may be created without a "plan" or "program" being in existence, purchasers are advised to inquire of Developer if any rentals exist in the Condominium at the time purchasers enter into contracts. Sunbridge Rentals will be the rental agent and manager for Developer owned rental units. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

#### V. MANAGEMENT.

THERE IS TO BE A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH TOWNSHIP MANAGEMENT SERVICES, INC. Please refer to the Condominium Management Agreement ("Condominium Management Agreement") attached as Exhibit "10" to this Offering Circular. The term of the Condominium Management Agreement shall be one (1) year. For an annual fee

of six thousand forty-eight dollars (\$6,048), amounting to five hundred four dollars (\$504) per month, the manager shall hire employees, maintain the common elements, collect assessments, maintain records, arrange for the supply of all necessary services, assist the Association in supervising use of the recreational facilities, prepare and submit annually to the Association a recommended operating budget, and perform other services more specifically set forth in the Management Agreement. The manager is a wholly-owned subsidiary of the Developer. For an additional fee, it is contemplated that the Manager shall enter into additional agreements regarding other condominiums in the Applewood Village IV Project which are operated by the Association.

Management of the Master Association property that will serve the unit owners of the Condominium is performed by Township Management Services, Inc. through an agreement with the Master Association (the "Master Management Agreement"). The term of such Agreement is one year. The nature of services included are similar to those described above with respect to the Condominium Management Agreement. Total compensation to the Master Association is fifty one thousand six hundred seventy two dollars (\$51,672.00) annually; compensation per Unit under the Master Management Agreement is \$240.00 annually, \$20.00 monthly, with no provisions for increases. The Master Management Agreement is attached hereto as Exhibit "10".

#### VI. RESTRICTIONS.

A. Article 9.E.(5) of the Declaration authorizes the Association to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations. THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. Article 20 of the Declaration provides that the Developer shall have, until such time as its relinquishes control of the Association, a right of first refusal with respect to the sale of any Unit, and sets forth certain restrictions regarding leases of Units.

B. The Declaration does not provide for time share ownership.

C. Article 11.D. of the Declaration provides that no fence, wall, gate or other structure or improvement may be erected, installed, maintained or removed without the prior written consent of the Board of Directors of the Association.

D. The following is a summary of the more significant rules and regulations that have been adopted by the Board of Administration of the Association. For a complete text of all rules and regulations of the Association, please refer to Exhibit "2" of this Offering Circular. Parentheticals indicate the pages of the rules and regulations on which each of the following items appear:

The common elements shall be kept free and clear of rubbish, debris, and other unsightly material. (p. 1) No antenna or aerial may be erected or installed on the roof or exterior walls of the Condominium Building without the written consent of the Board of Directors of the Association. (p. 2) In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Condominium Property without the written consent of the Board. (p. 2) Household pets will be allowed within the Condominium Property subject to size and certain other restrictions. (p. 3) No fences may be erected. (p. 3) No fires, cooking devices or other devices which emit smoke or dust, other than any which may be installed by the Developer, shall be allowed on any balcony or patio except in one story buildings. (p. 4) No vehicles other than automobiles shall be permitted to park within the Condominium Property or Association Property, except for the purpose of making deliveries or providing repair services to a Unit. (p. 2) No vehicle which cannot operate on its own power shall remain within the Condominium Property or Association Property for more than twenty-four (24) hours. (p. 2) No vehicle shall be repaired within the Condominium Property or Association Property, except in emergencies. (p. 2) The installation of any floor covering other than padded carpeting is prohibited without the prior written approval of the Association. (p. 4) Use of lake areas is subject to certain restrictions. (p. 4)

E. The Condominium is located within a planned unit development known as The Township and, accordingly, is subject to the Declaration of Covenants, Conditions and Restrictions of The Township (the "Master Covenants") as well as the Declaration of Class "B" Residential Covenants, Conditions and Restrictions which both establish certain restrictions which limit use of Units to acceptable residential purposes and establish architectural and building restrictions in order to maintain the high quality residential character of The Township. The Master Covenants are attached to this Offering

Circular as Exhibit "11," and the Declaration of Class "B" Residential Covenants, Conditions and Restrictions is attached to this Offering Circular as Exhibit "12."

F. Article 2.F. of the Declaration provides that no person under the age of eighteen (18) years shall be allowed to permanently reside in or occupy a unit for more than ninety (90) days in any twelve (12) month period.

#### VII. UTILITIES.

The following utility and other services will be supplied to the Condominium:

A. Water supply and sewage disposal: City of Coconut Creek, Florida.

B. Telephone Service: Southern Bell Telephone and Telegraph Company.

C. Electrical Power: Florida Power & Light Company.

D. Waste Disposal: Waste Management, Inc. of Florida.

E. Storm Drainage: On-site water retention system.

#### VIII. APPORTIONMENT.

The responsibility for payment of common expenses and the shares of ownership in the common elements and common surplus of the Condominium are apportioned among individual Unit Owners in accordance with the relationship between the number of Units owned by each Unit Owner and the total number of Units in the Condominium.

#### IX. BUDGET.

An estimated operating budget for the Condominium and the Association, and a schedule of Unit Owners' expenses are attached to this Offering Circular as Exhibit "5."

#### X. CLOSING EXPENSES.

The following is a schedule of estimated closing expenses to be paid by a purchaser of an individual Unit at the Condominium at or before closing:

A. Association and Master Association assessments against the Unit for common expenses prorated from the date of

closing to the first day of the next succeeding assessment period, unless closing falls within 30 days of the next quarterly assessment period, in which case assessments for the remainder of the current period, plus all of the next period may be assessed.

B. If a purchaser is utilizing mortgage financing in the acquisition of his Unit, he will be required by the mortgage lender to pay the closing costs of the mortgage loan to the mortgage lender. These costs are determined in the sole discretion of the mortgage lender and the Developer has no means of ascertaining their amount.

C. Attorney's fees for any attorney retained by the purchaser.

D. Documentary stamps to be affixed to the warranty deed.

E. The cost of recording the warranty deed and any mortgage releases.

F. The cost of an owner's title insurance policy which will be available following closing.

G. Any utility connection fees paid by the developer in order to obtain electrical or other service to the Unit.

H. Real estate taxes and other expenses of the Unit shall be prorated as of the closing date. The Developer shall be responsible for that portion of the taxes from January 1 of the year of closing through the day prior to the closing date. The purchaser shall be responsible for that portion of the taxes from the closing date through December 31 of the year of closing. If the current year's final tax bill is not available on the closing date, no proration shall be made until the final bill is available. When such final bill is available, the Developer shall pay to the purchaser the Developer's share of taxes for the year of closing.

I. Initial capital contribution to the Association of One Hundred Dollars (\$100.00).

J. Pending liens for any public improvements and all additional costs imposed by changes adopted by any governmental authority.

#### XI. DEVELOPER.

The Condominium is a development of Minto Builders (Florida), Inc., a Florida corporation ("Developer"). The chief operating officer of the Developer is Mr. Irving

Greenberg. Mr. Greenberg has been active in the real estate development industry for the past 28 years and has been responsible for the development of more than 20,000 residences ranging from single-family homes to highrise apartments. More recently, Mr. Greenberg has developed Mirror Lakes, a cluster housing project containing a total of 238 units located in Boynton Beach, Florida, Club Royale, a condominium located in Boca Raton, Florida containing a total of 168 units, Boca Glades, condominiums located in Palm Beach County, Florida containing a total of 385 Units and The Township, a planned unit development containing approximately 1,180 acres of land located in Coconut Creek, Florida. Of the residential and commercial structures that have been or will be constructed in The Township, Mr. Greenberg has developed Pond Apple Place I, II, III, and IV condominiums containing a total of 404 residential units, Golden Raintree IV, condominiums containing a total of 98 residential units, Sawgrass Village I and II containing a total of 127 residential units, Golden Raintree I, II, III and V containing a total of 331 residential units, and Karanda Village I, II, III, IV, V, VI and VII containing a total of 1,350 residential units. The foregoing condominiums are also developments of Minto Builders (Florida), Inc.

#### XII. PURCHASE AGREEMENT.

A specimen form of the agreement for the sale of a Unit in the Condominium is attached as Exhibit "6" to this Offering Circular, together with a copy of the agreement providing for the escrow of payments made to the Developer prior to closing which is attached as Exhibit "7" to this Offering Circular.

#### XIII. CONTROL.

THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. Please refer to the By-Laws of the Association which are attached as Exhibit "D" to the Declaration which is attached as Exhibit "1" to this Offering Circular for provisions relating to the transfer of control of the Association to individual Unit Owners.

#### XIV. RECEIPT.

Prospective purchasers will acknowledge receipt of all required condominium documents by executing a receipt for condominium documents. A copy of said receipt is attached as Exhibit "13" to this Offering Circular.

EXHIBIT "1"

-to-

OFFERING CIRCULAR

DECLARATION OF CONDOMINIUM

XV. FURTHER DISCLOSURE.

Prospective purchasers are advised that the Developer has reserved the right to utilize unsold Units for sales and marketing purposes, and certain unsold Units may be used as model units and a sales office.

The Association will be required to maintain (e.g. cleanup, landscape and landscape maintenance) property adjacent to the condominium property owned by local governmental entities, or others from whom the Association may accept maintenance easements, to the extent that the deterioration of such adjacent property would adversely affect the appearance of the condominium property and the standard maintenance employed by the governmental entity or other owner is less than that employed by the Association on its own property. This requirement is further described in the Declaration attached hereto as Exhibit "1."

XVI. EASEMENTS.

There will be located within the common elements of the Condominium customary and usual easements for ingress and egress and utilities such as water, sewer, drainage, electricity, telephone and cable television.

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CDB-09/23/87(4)



DECLARATION OF CONDOMINIUM

-of-

APPLEWOOD VILLAGE IV - "D," A CONDOMINIUM

Prepared by:

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Miami, Florida 33131

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EXHIBITS TO DECLARATION

- A. Legal Description of Condominium Property
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- D. By-Laws
- E. Legal Description of Easement Property

## DECLARATION OF CONDOMINIUM

-of-

### APPLEWOOD VILLAGE IV - "D," A CONDOMINIUM

MINTO BUILDERS (FLORIDA), INC., a Florida corporation ("Developer"), being the owner of the fee simple title to the property described in Exhibit "A" attached hereto, for itself, its successors, grantees and assigns, hereby submits said land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, to condominium ownership pursuant to Chapter 718 of the Florida Statutes ("Condominium Act"), as enacted upon date of recordation hereof, excluding therefrom, however, all public utility installations, cable television lines and equipment, if any, owned by the Developer, and other personal property or equipment, if any, not owned by the Developer.

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

#### 1. DEFINITIONS.

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

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

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

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

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

E. "Common Elements" means that portion of the Condominium Property not included in the Units. Common Elements shall include the tangible personal property required for the maintenance of the Common Elements and Limited Common Elements even though owned by the Association. Common Elements shall include the items described in Article 4 hereof.

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

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

H. "Condominium", "the Condominium", or "this Condominium" means Applewood Village IV - "D," a Condominium.

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

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

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

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

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

N. "Easement Property" means the land on which certain parking, pool and other facilities may be located, as described in paragraph 19. F. hereof.

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

P. "Mortgagee" means the Developer or a generally recognized and duly authorized institutional lender such as a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, or agency of the United States Government, which owns or holds a first mortgage encumbering a Condominium Parcel. "Mortgagee" also includes the Federal National Mortgage Association.

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

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

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

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

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

A. The name of this Condominium is Applewood Village IV - "D," a Condominium.

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

(1) An undivided share in the Common Elements.

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

(3) An undivided share in the Common Surplus.

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

(5) The use of such parking space or spaces as may be assigned for the Unit Owner's exclusive use, as further described in paragraph 26.L hereof.

(6) The use of such storage locker or lockers, if any, as may be assigned for the Unit Owner's exclusive use, as further described in paragraph 26.M hereof.

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

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

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

F. Subject to and except as provided by the provisions of Article 20 and Article 26(K) of this Declaration, Units shall only be used as single-family residences by the Owners thereof, their family members and guests in accordance with rules and regulations of the Association. No person under the age of eighteen (18) years shall be allowed to permanently reside in or occupy a unit for more than ninety (90) days in any twelve (12) month period.

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

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

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

C. The shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements shall lie, except as provided herein with respect to termination of the Condominium.

### 4. COMMON ELEMENTS.

A. Common Elements include the following:

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

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

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

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



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

(6) The easement rights (but not the Easement Property) described in Paragraph 19.F. of this Declaration.

B. The undivided share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit is 1/48.

#### 5. LIMITED COMMON ELEMENTS.

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

B. Any expenses of maintenance, repair or replacement of Limited Common Elements shall be treated and paid for as a part of the Common Expenses (except that any maintenance, repairs or replacements caused by an individual Unit Owner shall be assessed against such individual's Unit). Exterior surfaces of patios and balconies (including screening but not including any enclosure constructed by a Unit Owner) together with doors, windows, skylights and casings and framing therefor shall be Limited Common Elements appurtenant to the Unit which they adjoin.

#### 6. DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP.

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

B. Exhibit "B" attached hereto and made a part hereof is a survey of said land, a graphic description of the improvements in which Units are located, and a plot plan thereof. Although the Easement Property is also shown as part of Exhibit "B", such land is not part of the Condominium Property and improvements shown thereon, if any, are not

promised by the Developer as to existence or location unless referred to in the Offering Circular delivered to purchasers.

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

#### 7. AMENDMENT TO PLANS.

A. The Developer shall have the right, without the consent or approval of the Board or other Unit Owners to (a) make alterations, additions, or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements), and (b) provide additional and/or expand and/or alter and/or eliminate recreational or other commonly used facilities. Without limiting the generality of the foregoing, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer owned Units; (iii) change the size and/or number of the Developer owned Units by subdividing one or more Developer owned Units into two or more separate Units, combining separate Developer owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise; and (iv) reapportion among the Developer owned Units affected by such change in size or number pursuant to the preceding clause (iii), their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than Developer owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto. In making the above alterations, additions and improvements, the Developer may relocate, alter or eliminate Common Elements adjacent to such Units, provided that such relocation, alteration or elimination does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer.

B. The Amendment of this Declaration reflecting authorized alteration of plans by Developer as provided in A

above need be signed and acknowledged only by the Developer, and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not their joinder is elsewhere required for other amendments.

8. AMENDMENT OF DECLARATION.

A. This Declaration may be amended at any regular or special meeting of Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of Unit Owners owning not less than 80% of the Units represented at any meeting at which a quorum has been attained. All amendments shall be evidenced by a certificate executed as required by the Condominium Act and recorded among the Public Records of Broward County, Florida, provided, however, that except as otherwise provided in this Declaration:

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

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

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

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

B. Notwithstanding anything to the contrary herein, the Developer reserves the exclusive right to amend the Declaration and any Exhibits hereto, which exclusive rights shall continue for such period of time as the Developer shall own and market any Units in the ordinary course of business; provided, however, that no such amendment by the Developer shall impair

or prejudice the rights and priorities of any Mortgagee without the prior written consent of such Mortgagee and no change shall, in the sole but reasonable determination of Developer, materially adversely affect the substantial ownership rights of Unit Owners without such Owner's consent. Such amendment need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not elsewhere required for amendments.

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

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

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

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

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

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

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

→ (1) The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or

accessible therefrom or another Unit or at any hour for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

(2) The power to levy and collect Assessments from Unit Owners to pay Common Expenses and to lease, maintain, repair and replace the Common Elements.

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

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

(5) The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for the health, comfort, safety

and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations; provided, however, that no rule or regulation shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer.

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

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

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

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

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

(3) Partition or subdivide any Unit;

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

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

G. Anything in this Declaration to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action against the Developer and such purposes shall not be deemed Common Expenses. Funds of the Association may only be spent for such purposes to the extent they are specifically approved

for such purposes by 85% of all Unit Owners. The provisions of this subparagraph may not be amended.

10. BY-LAWS.

The administration of the Association and the operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit "D." No modification of or amendment to these By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. Although an amendment to the By-Laws must be recorded as an amendment to this Declaration, as aforesaid, amendments to the By-Laws shall not require the approval otherwise required for amendment of this Declaration as set forth in Article 8 hereof. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel.

11. MAINTENANCE: LIMITATION UPON IMPROVEMENT.

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

B. There shall be no material alteration or substantial addition to the Common Elements or Limited Common Elements except (i) pursuant to paragraph 7 or 8 of this Declaration, or (ii) the Board of Administration shall have the right to make alterations or additions to the Common Elements if such alterations or additions are recommended by the Board and approved by a majority of Owners in the Condominium present at a duly called meeting of Unit Owners at which a quorum is attained.

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

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

## 12. COMMON EXPENSES AND COMMON SURPLUS.

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

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

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

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

A. The Association, through its Board of Administration, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association in the manner provided in the By-Laws, the Assessments shall include monies required for the payment of hazard and liability insurance premiums, reserves for capital



expenditures and deferred maintenance, and maintenance and operation of the Easement Property. The Assessment shall initially be made for one year periods, but shall be payable in advance, in quarterly installments, on the first day of each calendar quarter; however, the Board of Administration shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy special assessments (subject to limitations set forth in the By-Laws) against Units in their respective percentages if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been guaranteed by the Developer.

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

C. Assessments and installments thereof not paid when due shall bear interest from the due date until paid at the maximum rate allowed under Florida law, or if no such maximum is provided, then at 25% per annum.

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

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

F. When the mortgagee of a first mortgage of record, or other purchaser of a Condominium Parcel obtains title to the Condominium Parcel by purchase at the public sale resulting from the first mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lien holder, or as a result of a deed given such mortgagee in lieu of foreclosure, such acquirer of title and his successors and assigns shall not be liable for the share of Common Expenses or Assessments attributable to the Condominium Parcel or chargeable to the former Unit Owner of the Parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for Assessments that was recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or Assessments shall be deemed to be a Common Expense, collectible from all Unit Owners, including such acquirer, his successors and assigns. Any mortgagee or other purchaser acquiring title to a Condominium Parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

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

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

I. Except as provided in subparagraph F above and in this subparagraph, no Unit Owner other than the Developer as expressed below may be excused from the payment of his proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment. The Developer hereby guarantees to each Unit Owner that the Assessment for Common Expenses will not increase over the amount set forth in the estimated operating budget for the first year of operation delivered to each Unit Owner by the Developer. Such guaranty shall be in effect for the period from the date of recording hereof until the earlier of (i) the date 12 months following the recording hereof or (ii) the date upon which the Developer shall cease to control the Association (the "Guaranty Period"). Accordingly, in accordance with the provisions of Section 718.116 of the Condominium Act, the Developer shall be excused from the payment of its share of the Common Expenses which would have been assessed against Units owned by the Developer during the Guaranty Period. The Developer shall pay any amount of Common Expenses incurred during the Guaranty Period and not produced by the Assessments at the guaranteed level receivable from other Unit Owners (i.e. During the Guaranty Period, the Developer shall contribute an amount of money to the Association sufficient to eliminate any deficit between assessments collectible from Owners other than the Developer and the the actual Common Expenses of the Condominium).

#### 14. TERMINATION OF CONDOMINIUM.

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

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

15. EQUITABLE RELIEF.

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

16. LIMITATION OF LIABILITY.

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

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

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

17. LIENS.


A. Subsequent to the recording hereof and while the Condominium Property remains subject hereto, no liens of any

nature shall be valid against the Condominium Property (as distinguished from individual Units) without the unanimous consent of the Unit Owners.

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

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

#### 18. REMEDIES FOR VIOLATION.

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

#### 19. EASEMENTS.

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

B. The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Condominium Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments shall

exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists. The Association shall have an easement over all Condominium Property for the maintenance and repair of any Common Element, provided such activity does not materially adversely affect the substantial use of any Unit by its Owner.

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

D. The Developer hereby reserves unto itself an easement over the Condominium Property exclusive of any Units not owned by it for any activity that Developer determines in its sole but reasonable discretion to be (i) of a nature which does not materially adversely affect the substantial use of the Common Elements by Unit Owners and (ii) necessary to consummate or facilitate the maintenance and repair or development, sale, lease or rental of any unit or land within The Township development (of which the Condominium is a part) including, but not limited to, the right to maintain models, post signs, use employees in the models or permit use of the Common Elements for marketing purposes. Further, such activities are hereby expressly authorized and permitted. No charge shall be made to Developer for such use.

E. An easement shall exist for pedestrian traffic over, through and across that portion of the Common Elements improved with sidewalks, paths and walks (including grass covered open space) and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes. All of such easements shall be without charge and shall be for the use and benefit of all members of the Association, as well as the invitees of such members. Nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes as provided in paragraph 26.L hereof.

F. Developer hereby grants to the Association, as an appurtenance to the Condominium Property, for the use and benefit of all members of the Association and those guests of such members as the Association shall from time to time permit pursuant to rules and regulations duly adopted by the Association, an Easement (the "Easement") over the property described in Exhibit "E" attached hereto ( the "Easement Property"). Use of the Easement Property shall be exclusively for (i) members of the Association (and their guests as previously provided ), and (ii) the Developer and any persons or entities designated by the Developer. It is intended that the Developer will construct on the Easement Property a parking area and pool/recreational facility together with related improvements including lighting and landscaping. Use of any portion of the Easement Property by members of the Association is limited to those purposes as are reasonably consistent with the nature of the improvements constructed thereon by Developer. For example, paved roadways may be used for pedestrian and vehicular traffic; a pool may be used for swimming, etc. Use of the Easement Property by Developer may be for any purpose whatsoever, including, but not limited to, construction work and marketing of any property being developed by Developer. Developer may place further easements on the Easement Property not inconsistent with the grant of the Easement to the Association.

The Developer shall have the right to convey to the Association, without charge, fee title to all or any portion(s) of the Easement Property from time to time and all improvements constructed thereon (whether such improvements are specifically described above or not), and the Association shall accept such conveyance(s). However, such conveyance shall be deemed to include a reservation of easement in favor of the Developer over the property conveyed, whether or not expressly reserved

in the instrument of conveyance, which easement shall be for any use, without charge, necessary or convenient for the Developer's further development or marketing of land within The Township and not materially adversely affecting the use of the property by members of the Association as such use was made on the date of the conveyance.

The cost and performance of owning and maintaining the Easement Property prior to the time that any improvements are constructed thereon shall be the responsibility of Developer. However, upon substantial completion of any separately usable improvements to the Easement Property (e.g., portions of parking area, driveways, pool, lighting, landscaping, recreational facilities, etc.), the Association shall be responsible for the cost and performance of maintaining and operating such improvements and the cost of owning the underlying land (including taxes) and all such costs shall be Common Expenses of the Association assessable against all units owned by all members of the Association (and not limited to Units in the Condominium), except units owned by the Developer and not subject to assessment by virtue of a Developer guarantee.

## 20. SALE OR LEASE.

A. Until such time as the Developer has relinquished control of the Association, the Developer shall have the option to purchase any Unit upon the same terms and conditions as are offered by the Unit Owner to any third person. Prior to the sale or transfer of any Unit to any person other than the transferor's spouse or member of his immediate family or wholly owned corporation, the Unit Owner shall notify the Developer in writing of the name and address of the person to whom the proposed sale or transfer is to be made, the terms and conditions thereof together with a copy of the agreement for such sale or transfer and such other information as may reasonably be required by the Developer. Failure to do so shall be deemed a breach hereof, and any sale or transfer in contravention of this Article shall be null and void and confer no right, title or interest to the intended purchaser or transferee. If the proposed sale is bona fide and the Developer exercises its option with respect to same, the Developer shall, within ten (10) days after its receipt of said notice and such supplemental information as it may reasonably require, deliver to the Unit Owner the deposit required under the terms of such agreement and shall then be obligated to close the sale of the Unit in accordance with the terms and



conditions thereof. Election of the Developer to exercise the said option shall be stated in a certificate executed by the Developer, which shall be recorded in the Public Records of Broward County, Florida, by and at the expense of the proposed purchaser or transferee.

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

## 21. ENFORCEMENT OF MAINTENANCE.

In the event a Unit Owner or any guest, tenant or family member of a Unit Owner causes any damage to the Common Elements, Limited Common Elements, or Easement Property (or any

improvements on any of them), the Association shall have the right to charge the Unit Owner and the Unit for the sums necessary to repair such damage. Such charge may be collected by the Association which shall have a "Special Lien" on the offending party's Unit to secure and enforce such charge. Such Special Lien shall be distinct from the statutory lien for Assessments, but shall operate in all respects identically to such statutory lien as set forth in Section 718.116 of the Condominium Act.

## 22. INSURANCE.

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

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

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

B. Coverage. The following coverage shall be required:

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

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

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

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

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

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

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

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

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

D. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their interests may appear. The Association shall have the option to appoint an "Insurance Trustee" which shall be a bank or other entity in Florida with trust powers with offices in Dade or Broward County. An Insurance Trustee shall be appointed, upon the written request of any Mortgagee, to receive any proceeds in excess of \$15,000.00. The Insurance Trustee shall not be liable for payment of premiums, the renewal or the sufficiency of policies or the failure to collect any insurance proceeds. The duty of the Insurance

Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their Mortgagees in the below described shares, which shares need not be set forth on the records of the Insurance Trustee. If the Association fails to appoint such Trustee, the Association shall perform all obligations imposed upon such Trustee by this Declaration.

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

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

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

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

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

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

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

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

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

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

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

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

## 23. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

A. Determination to Reconstruct or Repair. If any part of the Condominium Property is damaged by casualty, whether it

shall be reconstructed or repaired shall be determined in the following manner:

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

(2) Condominium Building:

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

(b) Major damage. If the damaged improvement is the Condominium Building, and if Units to which more than 50% of the Common Elements are appurtenant are found by the Board of Administration to be untenable, the damaged property shall neither be reconstructed nor repaired and the Condominium shall be terminated without agreement as elsewhere provided unless, within 60 days after the casualty, the owners of 80% of the Common Elements agree in writing to such reconstruction or repair.

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

B. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Property; or, if not, then in accordance with plans and specifications approved by the Board of Administration and, if the damaged property is the Condominium Building, by the owners of not less than 80% of the Common Elements, including the owners of all damaged Units whose approval shall not be unreasonably withheld.

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

Unit Owner(s) shall be responsible for reconstruction and repair after casualty. In all other instances, it shall be the Association's responsibility to reconstruct and repair after casualty.

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

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

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

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

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

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

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

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

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

(e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or



otherwise, whether a disbursement is to be made from the construction fund, or whether surplus funds to be distributed are less than the assessments paid Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, executed by its President or Vice President and Secretary or Assistant Secretary, as to any or all of such matters stating that the sums to be paid are due and properly payable in the name of the designated payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution or insurance proceeds to a Unit Owner; and, further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

24. EXECUTION OF DOCUMENTS REQUIRED BY GOVERNMENT.

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

25. EMINENT DOMAIN OR CONDEMNATION PROCEEDING.

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

Association shall give to each Mortgagee requesting same in writing, prompt written notice of any such eminent domain or condemnation proceedings.

26. GENERAL PROVISIONS.

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

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

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

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

C. Notices to Unit Owners shall be sent by regular mail or hand delivery to their place of residence in the Condominium Building, unless the Unit Owner has, by written notice to the Association, specified a different address. Notices to the Association and the Developer shall be delivered by certified mail to Township Center, 2400 Lyons Road, Coconut Creek, Florida 33063. All notices shall be deemed and considered sent when actually delivered or 2 business days following mailing, whichever occurs first. Any party may change his or its mailing address by written notice to the other party.

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

provided as required by Rules of the Department of Business Regulation.

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

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

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

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

I. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds of the Mortgagees (based upon one vote for each first mortgage owned), or Owners (other than the

Developer) have given their prior written approval, the Association shall not be entitled to:

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

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

(3) Partition or subdivide any Unit;

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

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

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

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

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

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

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

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

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

It is the intent of this paragraph that neither the Association nor the Board shall in any way interfere with, hinder or regulate the sale, lease, rent or transfer of such Units. Accordingly, any rule or regulation adopted either by the Board or the Association which is inconsistent with the intent of this paragraph shall be null and void. Should the owner of any such Unit prevail in litigation to enforce its rights as set forth in this paragraph, the losing litigant shall pay all costs, attorney's fees and legal expenses incurred by said owner through and including all appellate litigation. The Developer (and any person or affiliated company designated by the Developer as above provided) shall at all times act fairly and reasonably in its exercise of the rights reserved by this subsection. The provisions of this paragraph may not be amended without consent of the Developer.

L. Parking for Unit Owners shall be located on the Easement Property. Prior to the time that all of the Easement Property ultimately to be utilized for parking (as determined by the Developer) is conveyed to the Association by the Developer, the Developer shall have the exclusive right to (i) assign parking spaces for the exclusive use of particular Units and (ii) change assignments so long as each Unit is assigned at least one space at all times. During this time, the Association shall have no rights to assign or modify the Developer's parking assignments. When all of the Easement Property ultimately to be utilized for parking is conveyed to the Association by the Developer, the Developer's rights as above set forth in this paragraph L shall terminate and the Board of Administration of the Association shall have the right to assign and modify the exclusive parking assignments; provided, however, at least one parking space is assigned for the exclusive use of each Unit at all times. Any damage to a parking space incurred during the time a space is assigned for

the exclusive use of a Unit (e.g., pot holes caused by dripping fluids) shall be repaired by the Association but the cost of such repair shall be paid by and assessed against the Unit to which such space was exclusively assigned.

M. Storage lockers on the Condominium Property, if any are provided, shall be assigned, prior to the date upon which control of the Association is transferred to the Unit Owners, by the Developer. During such time, the Developer shall have the right to reassign and change any prior assignments. Following turnover of control of the Association to the Unit Owners, the Board of Administration of the Association shall have such rights of assignment and re-assignment. During any period of exclusive assignment, any damage to a storage locker shall be paid by and assessed against the Unit to which such locker was exclusively assigned.

N. It is intended that the Association will operate other condominiums in addition to this Condominium. In addition to the individual expenses of each such other condominium, the Association itself will have Common Expenses applicable to all condominiums which it operates, including, but not limited to management and administrative costs of the Association itself and costs of maintaining and operating the Easement Property and improvements thereon ("Association Expenses"). A portion of Association Expenses shall be Common Expenses of this Condominium. The proportionate share of Association Expenses for which each Unit in this Condominium is obligated as a Common Expense of this Condominium shall be determined by multiplying the Association Expenses by a fraction, the numerator of which is one and the denominator of which is equal to the total number of condominium units, including the Units, which are operated by the Association at the time the current operating budget for the Association is (was) adopted.

O. The Association shall be required to maintain (e.g. cleanup, landscape and landscape maintenance) property adjacent to the Condominium Property owned by state, county, or municipal authorities, or by any other party which has granted to the Association and the Association has accepted an easement to maintain such property, to the extent that (i) the deterioration of such adjacent property would adversely affect the appearance of the Condominium Property, (ii) the standard of maintenance of the governmental or other entity owning such property is less than the standard of maintenance adopted by the Association for Condominium Property and (iii) appropriate approval or consent is available from the owner of such adjacent property to allow the Association to maintain it.

# CONSENT OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, THE TORONTO-DOMINION BANK, a chartered bank of Canada, through its ATLANTA AGENCY (the "Mortgagee"), is the owner and holder of the following "Security Documents": (i) a certain Florida Real Estate Mortgage and Security Agreement dated as of March 12, 1987 and recorded March 18, 1987 in Official Records Book 14263, Page 493, Public Records of Broward County, Florida; (ii) a certain Uniform Commercial Code financing statement recorded March 18, 1987 in Official Records Book 14263, Page 523, Public Records of Broward County, Florida; and (iii) a certain Uniform Commercial Code financing statement filed March 20, 1987 under file number 1870042301 with the Florida Secretary of State; and

WHEREAS, the Security Documents encumber all or a portion of the property - real, personal and mixed - submitted to condominium ownership under that certain Declaration of Condominium of \_\_\_\_\_ recorded herewith;

NOW, THEREFORE, for TEN DOLLARS (\$10.00) and other good and valuable consideration received, the Mortgagee hereby consents to said Declaration of Condominium in accordance with, and to the extent required by, the provisions of §718.104(3) of the Florida Statutes and hereby agrees that the lien and security interest of the Security Documents shall be spread to each and every unit in said Condominium and all appurtenances to each such unit.

WITNESS the due execution hereof this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, to be effective as of the date of said Declaration of Condominium.

Signed, sealed and delivered  
in the presence of:

THE TORONTO-DOMINION BANK,  
ATLANTA AGENCY

By: \_\_\_\_\_

\_\_\_\_\_  
[CORPORATE SEAL]

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_.

Signed and Sealed  
in the presence of:

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

By: \_\_\_\_\_  
Michael Greenberg, President  
(CORPORATE SEAL)

STATE OF FLORIDA     )  
                              )SS:  
COUNTY OF BROWARD    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_ by Michael Greenberg, as President of Minto Builders (Florida), Inc., a Florida corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public, State of Florida  
at Large  
(NOTARY SEAL)

My Commission Expires:

6505R  
CDB-09/15/87(2)



STATE OF GEORGIA                    )  
                                      ) SS:  
COUNTY OF FULTON                 )

The foregoing instrument was acknowledged before me this \_\_\_\_  
day of \_\_\_\_\_, 19\_\_ by \_\_\_\_\_ as  
\_\_\_\_\_ of THE TORONTO-DOMINION BANK'S  
ATLANTA AGENCY, on behalf of the Bank.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Georgia

\_\_\_\_\_  
[NOTARIAL SEAL]

ACCEPTANCE

MINTO BUILDERS (FLORIDA), INC., a Florida corporation, the  
developer of the aforesaid \_\_\_\_\_,  
hereby accepts the foregoing Consent of Mortgagee and agrees to,  
ratifies and confirms all conditions and provisions thereof.

Signed, sealed and delivered  
in the presence of:

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

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
[CORPORATE SEAL]

STATE OF FLORIDA                    )  
                                      ) SS:  
COUNTY OF \_\_\_\_\_             )

The foregoing instrument was acknowledged before me this \_\_\_\_  
day of \_\_\_\_\_, 19\_\_ by \_\_\_\_\_ as \_\_\_\_\_  
of MINTO BUILDERS (FLORIDA), INC., a Florida corporation, on  
behalf of the corporation.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
[NOTARIAL SEAL]

EXHIBIT "A"  
TO  
DECLARATION OF CONDOMINIUM  
OF  
APPLEWOOD VILLAGE IV - "D," A CONDOMINIUM

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

Please refer to Exhibit "8" of the Offering Circular

EXHIBIT "B"

TO

DECLARATION OF CONDOMINIUM

OF

APPLEWOOD VILLAGE IV - "D," A CONDOMINIUM

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

Please refer to Exhibit "8" to the Offering Circular

EXHIBIT "C"  
TO  
DECLARATION OF CONDOMINIUM  
OF  
APPLEWOOD VILLAGE IV - "D," A CONDOMINIUM

ARTICLES OF INCORPORATION  
OF  
APPLEWOOD VILLAGE IV CONDOMINIUM ASSOCIATION, INC.

Please refer to Exhibit "2" to the Offering Circular

approval by Unit Owners when such approval is specifically required and except as provided in the Declaration.

9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Administration shall be filled in the manner provided in the By-Laws.

9.4 First Directors. The names of the members of the first Board of Administration who shall hold office until their successors are elected and have qualified, as provided in the By-Laws are as follows:

NAME

Jeffrey Miller

Carol Stephens

Frank Rodgers

ARTICLE 10

INDEMNIFICATION

10.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful, and (b) such court also determines specifically that indemnification should be denied. The termination of any action, suit or

Carol Stephens

Township Center  
2400 Lyons Road  
Coconut Creek, Florida 33063

Frank Rodgers

Township Center  
2400 Lyons Road  
Coconut Creek, Florida 33063

## ARTICLE 8

### OFFICERS

Subject to the direction of the Board of Administration (described in Article 9 below) the affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Administration of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Administration. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties of the officers. The names of the officers who shall serve until their successors are designated by the Board of Administration are as follows:

President

Jeffrey Miller

Vice President

Carol Stephens

Secretary/Treasurer

Frank Rodgers

## ARTICLE 9

### DIRECTORS

9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board (the "Board of Administration") consisting of the number of Directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) Directors. Directors need not be members of the Association or residents of Units in the Condominiums.

9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declarations, these Articles and the By-Laws shall be exercised exclusively by the Board of Administration, its agents, contractors or employees, subject only to

## ARTICLE 5

### MEMBERS

- 5.1 Membership. The members of the Association ("Members") shall consist of all of the record title owners of Units in the Condominiums from time to time, and after termination of the Condominiums, shall also consist of those who were Members at the time of such termination, and their successors and assigns.
- 5.2 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.
- 5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.
- 5.4 Meetings. The By-Laws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

## ARTICLE 6

### TERM OF EXISTENCE

The Association shall have perpetual existence.

## ARTICLE 7

### INCORPORATORS

The names and addresses of the incorporators of the Association are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jeffrey Miller	Township Center 2400 Lyons Road Coconut Creek, Florida 33063

- (g) To enforce by legal means the provisions of the Act, the Declarations, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property and Association Property, subject, however, to the limitation regarding assessing Units owned by the Developer for fees and expenses relating in any way to claims or potential claims against the Developer as set forth in the Declarations and/or By-Laws.
- (h) To contract for the management and maintenance of the Condominium Property and Association Property and to authorize a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers and Directors shall, however, retain at all times the powers, and duties granted by the Condominium Act, including, but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (i) To employ personnel to perform the services required for the proper operation of the Condominiums.

4.3 Association Property. All funds and the titles to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Declarations, these Articles and the By-Laws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its Members, Directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency, except in the event of a termination of all Condominiums.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declarations, the By-Laws and the Act.



## ARTICLE 4

### POWERS

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

- 4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws or the Act.
- 4.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, except as limited by these Articles, the By-Laws and the Declarations, and all of the powers and duties reasonably necessary to operate the Condominiums pursuant to the Declarations and as more particularly described in the By-Laws and these Articles, as they may be amended from time to time, including, but not limited to, the following:
- (a) To make and collect Assessments and other charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
  - (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
  - (c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association.
  - (d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.
  - (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners. ←
  - (f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declaration. ←

ARTICLES OF INCORPORATION FOR  
APPLEWOOD VILLAGE, IV  
CONDOMINIUM ASSOCIATION INC.  
a Non-Profit Corporation

FILE  
JUL 15 1964  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned incorporators by these Articles associate themselves for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, and hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation shall be APPLEWOOD VILLAGE IV CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

ARTICLE 2

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act"), as it exists on the date hereof, for the operation of several separate condominiums (the "Condominiums(s)") which will comprise the APPLEWOOD VILLAGE IV Condominium Project (the "Project"). It is intended that the number of Condominium Units that will be operated ultimately by the Association is 174, however, such number may be changed from time to time by the Board of Administration.

ARTICLE 3

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declarations of the Condominiums (the "Declarations") to be recorded in the Public Records of Broward County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.



# State of Florida



## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of APPLEWOOD VILLAGE IV CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on July 15, 1987, as shown by the records of this office.

The document number of this corporation is N21577.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
15th day of July, 1987.



CR2E022 (10-85)

George Firestone  
Secretary of State



EXHIBIT "2"

-to-

OFFERING CIRCULAR

ARTICLES OF INCORPORATION

OF

CONDOMINIUM ASSOCIATION

EXHIBIT "E"  
TO  
DECLARATION OF CONDOMINIUM  
OF  
APPLEWOOD VILLAGE IV - "D," A CONDOMINIUM

LEGAL DESCRIPTION OF EASEMENT PROPERTY

Please refer to Exhibit "8" to the Offering Circular

EXHIBIT "D"  
TO  
DECLARATION OF CONDOMINIUM  
OF  
APPLEWOOD VILLAGE IV - "D," A CONDOMINIUM

BY-LAWS  
OF  
APPLEWOOD VILLAGE IV CONDOMINIUM ASSOCIATION, INC.

Please refer to Exhibit "3" to the Offering Circular



proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

- 10.2 Expenses. To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.
- 10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected Director, officer, employee or agent to repay such amount unless it shall be ultimately determined that he is entitled to be indemnified by the Association as authorized in this Article 10.
- 10.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.
- 10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and insured by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

- 10.6 Amendment. Anything to the contrary herein notwithstanding the provisions of this Article 10 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

## ARTICLE 11

### BY-LAWS

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

## ARTICLE 12

### AMENDMENTS

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

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

- 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Administration or by not less than one-third (1/3) of the Members of the Association. Directors and Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing the approval is delivered to the Secretary at or prior to the meeting. The approvals must be:

- (a) at any time, by not less than a majority of the votes of all of the Members of the Association represented at a meeting at which a quorum thereof has been attained and by not less than 66 2/3% of the entire Board of Administration; or
- (b) after control of the Association is turned over to Unit Owners other than the Developer, by not less than 80% of the votes of all of the Members of the Association represented at a meeting at which a quorum has been attained; or

- (c) after control of the Association is turned over to Unit Owners other than the Developer, by not less than 100% of the entire Board of Administrators; or
- (d) before control of the Association is turned over to the Unit Owners other than the Developer, by not less than 66 2/3% of the entire Board of Administration.

12.3 Limitation. Provided, however, that no amendment shall make changes in the qualifications for membership nor in the voting rights or property rights of Members, nor any changes in Sections 4.3, 4.4 or 4.5 of Article 4, entitled "Powers", without the approval in writing of all Members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this paragraph 12.3 shall be effective.

12.4 Developer. The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

12.5 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Broward County, Florida.

### ARTICLE 13

#### PRINCIPAL ADDRESS OF ASSOCIATION

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

ARTICLE 14

CONVEYANCE

The Association shall accept any and all deeds of conveyance delivered to it by the Developer.

ARTICLE 15

REGISTERED AGENT

The initial registered agent of the Association shall be Minto Builders (Florida), Inc., Attn: Mr. Michael Greenberg, Township Center, 2400 Lyons Road, Coconut Creek, Florida 33063.

IN WITNESS WHEREOF, the incorporators have affixed their signatures as of this 2<sup>nd</sup> day of July, 1987.

Jeffrey Miller  
Jeffrey Miller

Carol Stephens  
Carol Stephens

Frank Rodgers  
Frank Rodgers

STATE OF FLORIDA     )  
                              ) SS:  
COUNTY OF BROWARD    )

2nd The foregoing instrument was acknowledged before me this day of July, 1987 by Jeffrey Miller.

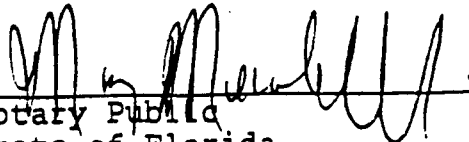
Mary M. Novakoff  
Notary Public  
State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. APR 29, 1988  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA     )  
                              ) SS:  
COUNTY OF BROWARD    )

2nd The foregoing instrument was acknowledged before me this  
day of July, 1987 by Carol Stephens.

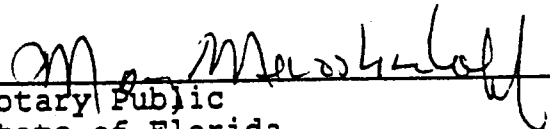
  
\_\_\_\_\_  
Notary Public  
State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. APR 29, 1988  
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA     )  
                              ) SS:  
COUNTY OF BROWARD    )

2nd The foregoing instrument was acknowledged before me this  
day of July, 1987 by Frank Rodgers.

  
\_\_\_\_\_  
Notary Public  
State of Florida

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. APR 29, 1988  
BONDED THRU GENERAL INS. UND.

\_\_\_\_\_/5864R  
EB 06/24/87 (2)

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

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

First -- that desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, at City of Coconut Creek, County of Broward, State of Florida, the corporation named in the said articles has named APPLEWOOD VILLAGE IV CONDOMINIUM ASSOCIATION, INC., Attn: Mr. Michael Greenberg, Township Center, 2400 Lyons Road, Coconut Creek, Florida 33063 as its statutory registered agent.

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

APPLEWOOD VILLAGE IV CONDOMINIUM  
ASSOCIATION, INC., a Florida  
corporation, not for profit

By:   
Michael Greenberg, President

Dated this 2 day of July, 1987

                    /5864R  
CB 06/24/87 (2)

EXHIBIT "3"

-to-

OFFERING CIRCULAR

BY-LAWS

OF

CONDOMINIUM ASSOCIATION

BY-LAWS OF

APPLEWOOD VILLAGE IV  
CONDOMINIUM ASSOCIATION, INC.

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

1. Identity. These are the By-Laws of APPLEWOOD VILLAGE IV CONDOMINIUM ASSOCIATION, INC. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering multiple condominiums (the "Condominium(s)) located in Broward County, Florida, comprising the Applewood Village IV Condominium Project (the "Project").
  - 1.1 Principal Office. The principal office of the Association shall be at Township Center, 2400 Lyons Road, Coconut Creek, Florida 33063, or at such other place as may be subsequently designated by the Board of Administration. All books and records of the Association shall be kept at its principal office.
  - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
  - 1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida", the words "Corporation Not for Profit", and the year of incorporation.
2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Articles or Declarations for the Condominiums, unless herein provided to the contrary, or unless the context otherwise requires.
3. Members. The members of the Association ("Members") shall be as specified in the Articles.
  - 3.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board of Administration from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the



annual meeting shall be held during September, October, November or December and no later than twelve (12) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.

3.2 Special Meeting. Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Administration of the Association. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property of each Condominium. The notice of the annual meeting shall be hand delivered or sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 hereof. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit.

Notice of specific meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting

to the transaction of business because the meeting is not lawfully called.

3.4 Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast one-third (33 1/3%) of the votes of Members.

3.5 Voting.

(a) Number of Votes. In any meeting of Members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

(c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of Members. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Unit Owners and filed with the Secretary of the Association. Such person need not be a Unit Owner, nor one of the joint owners. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate

signed by an appropriate officer of the corporation and filed with the Secretary of the Association. Such person need not be a Unit Owner. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any record owner of an undivided interest in the Unit. If a certificate designating the person entitled to cast the vote for a Unit is not on file or has been revoked, the vote of the Owner(s) of such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be a Unit Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
- (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.
- (iii) If both are present at a meeting and concur, either one may cast the Unit vote.

- 3.6 Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Unit (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Unit Owners, but no person other than a designee of the Developer may hold more than 5 proxies.
- 3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:
- (a) Call to order by President;
  - (b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
  - (c) Proof of notice of the meeting or waiver of notice;
  - (d) Reading of minutes;
  - (e) Reports of officers;
  - (f) Reports of committees;
  - (g) Appointment of inspectors of election;

- (h) Determination of number of Directors;
- (i) Election of Directors;
- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives or Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.10 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

Within 10 days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

#### Directors

4. 4.1. Membership. The affairs of the Association shall be managed and governed by a Board of not less than three (3), nor more than nine (9) Directors, the exact number initially to be as set forth in the Articles,

and thereafter, except as provided herein, to be determined from time to time upon majority vote of the membership. Directors need not be Unit Owners.

4.2 Election of Directors. The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.
- (b) Nominations for Directors and additional directorships created at the meeting shall be made from the floor.
- (c) The election shall be by written ballot (unless dispensed with by majority consent of the Units represented at the meeting) and decided by a plurality of the votes cast for each candidate. Each Unit entitled to vote shall have a number of votes equal to the number of vacancies to be filled. No Unit may cast more than one vote for one candidate. There shall be no cumulative voting.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by Members, vacancies in the Board of Administration occurring between annual meetings of Members shall be filled by majority action of the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of paragraph 4.15 hereof shall be filled by the Developer without the necessity of any meeting.
- (b) Any Director elected by the Members may be removed by concurrence of a majority of the votes of the Members present (in person or by proxy) at a special meeting of Members called for that purpose at which a quorum has been attained. The vacancy in the Board of Administration so created shall be filled by the Members at the same meeting. The conveyance of all Units owned by a Director in the Condominium who owned one or more Units at the time he was elected or appointed (other than appointees of the Developer) shall constitute the resignation of such Director.

- (c) Until a majority of the Directors are elected by the Members other than the Developer of the Condominium, neither the first Directors of the Association, nor any Directors replacing them, nor any Directors named by the Developer, shall be subject to removal by Members other than the Developer. The first Directors and Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.
- (d) If a vacancy on the Board of Administration results in there being no incumbent Directors, any Owner may apply to the Circuit Court within whose jurisdiction the Project lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place in the Project a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Administration, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

4.4 Term. Except as provided herein to the contrary, 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.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board of Administration shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.

- 4.6 Regular Meetings. Regular meetings of the Board of Administration may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously in the Project at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized at any such meeting.
- 4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of two-thirds (2/3) of the Directors. Notice of the meeting shall be given personally by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously in the Project at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting.
- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent 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 Administration, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.



4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Administration, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

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

Such order may be waived in whole or in part by direction of the presiding officer.

4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

4.14 Executive Committee; Other Committees. The Board of Administration may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Administration. Such Executive Committee shall have and may exercise all of the powers of the Board of Administration in management of the business and affairs of the Condominiums or Association during the period between

the meetings of the Board of Administration insofar as may be permitted by law, except that the Executive Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium or Association, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium or Association, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Project, or (d) to exercise any of the powers set forth in paragraph (g) and (p) of Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

- 4.15 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three Directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Administration until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own 15% or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration (a) three years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (b) three months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; (c) when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled

(but not obligated) to elect at least one (1) member of the Board of Administration as long as the Developer holds for sale in the ordinary course of business 5% of the Units that will be operated ultimately by the Association. Upon election of the first Unit Owner by Members other than the Developer, the Developer shall forward to the Division the name and mailing address of the Unit Owner Member so elected.

The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

Within sixty (60) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Administration, or earlier if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of a meeting of the Unit Owners to elect such member or members of the Board of Administration. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

Within a reasonable time after Unit Owners other than the Developer elect a majority of the members of the Board of Administration of the Association (but not more than sixty (60) days after such event), the Developer shall relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Developer, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration;

- (b) A certified copy of the Articles of Incorporation for the Association;
- (c) A copy of the By-Laws of the Association;
- (d) The Minute Books, including all minutes, and other books and records of the Association;
- (e) Any rules and regulations which have been adopted;
- (f) Resignations of resigning officers and Board members who were appointed by the Developer;
- (g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association to the date of turnover. The records shall be reviewed by an independent certified public accountant. The minimum report required shall be a review in accordance with generally accepted accounting standards as defined by applicable rules of the Board of Accountancy. The accountant performing the review shall examine, to the extent necessary, supporting documents and records, including the cash disbursements and related paid invoices, to determine if expenditures were for Association purposes, and billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments;
- (h) Association funds or the control thereof;
- (i) All tangible personal property that is the property of the Association or is or was represented by the Developer in writing to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property;
- (j) A copy of the plans and specifications utilized in the construction or remodeling of the improvements and the supplying of equipment, and for the construction and installation of all mechanical components servicing the improvements and the Condominium Property, with a certificate, in affidavit form, of an officer of the Developer

or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the improvements and the Condominium Property;

- (k) Insurance policies;
- (l) Copies of any Certificates of Occupancy which may have been issued for the Condominium Property;
- (m) Any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Unit Owners take control of the Association;
- (n) All written warranties of contractors, sub-contractors, suppliers and manufacturers, if any, that are still effective;
- (o) A roster of Unit Owners and their addresses and telephone numbers, if known, as shown on the Developer's records;
- (p) Leases of the Common Elements and other Leases to which the Association is a party, if applicable;
- (q) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Unit Owners have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and,
- (r) All other contracts to which the Association is a party.

5. Powers and Duties. The Board of Administration shall have the powers and duties necessary for the management and administration of the affairs of the Condominiums and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Administration

by the Unit Owners. Such powers and duties of the Board of Administration shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining the Common Elements of each Condominium and other property owned by the Association.
- (b) Determining the expenses required for the operation of the Condominiums and the Association.
- (c) Collecting the Assessments for Common Expenses of the Condominiums and Association from Unit Owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements of each Condominium and other property owned by the Association.
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property of each Condominium and any property owned by the Association, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.
- (h) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- (i) Selling, leasing, mortgaging or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association, or its designee.
- (j) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (k) Obtaining and reviewing insurance for the Condominium Property of each Condominium and other property owned by the Association.

- (l) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (m) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominiums.
- (n) Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners. ←
- (o) Borrowing money on behalf of the Condominiums when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of a least two-thirds (2/3rds) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum in excess of \$50,000.00. If any sum borrowed by the Board of Administration on behalf of the Association pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in the property owned by the Association bears to the interest of all the Unit Owners in the property owned by the Association shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit. The Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer owns any Unit.
- (p) Contracting for the management and maintenance of the Condominium Property of each Condominium or other property owned by the Association and authorizing a management agent (who may be an affiliate of the Developer) to assist the Association in carrying out

its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements or other Association property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

- (q) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements of each Condominium or other property owned by the Association for private parties and gatherings and imposing reasonable charges for such private use.
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws, and in the Florida Condominium Act, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.
- (s) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units, not to exceed the maximum amount permitted by law in any one case.
- (t) Contracting with and creating special taxing districts.
- (u) Bringing, settling or compromising any claims or lawsuits involving matters in which all Owners have a common interest.

Anything herein or elsewhere to the contrary notwithstanding, no general funds of any Condominium or the Association shall be utilized for bringing, supporting, investigating, or otherwise abetting any legal action, claim, or extra-judicial action against the Developer, and such purposes shall not be generally deemed Common Expenses. Funds of the Association or any Condominium may only be spent for such purposes to the extent they are specifically approved for such purposes by 85% of the votes of the Members of the Association. This provision may not be amended.



6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Administration and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Administration from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Unit Owners.
- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving 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 shall affix it to instruments requiring the 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.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Administration.

6.6 Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.15 hereof and by law.

7. Compensation. Neither Directors nor officers shall receive compensation for their services.

8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer (other than appointees of the Developer or other Directors or officers who are not Unit Owners) shall constitute a written resignation of such Director or officer.

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

9.1 Budget.

(a) Adoption by Board; Items. The Board of Administration shall from time to time, and at least annually, prepare a budget for each of the Condominiums and a budget for the Association itself (which shall detail all accounts and items of expenses and contain at least all items set forth in Section 718.504(20) of the Act, if applicable), determine the amount of Assessments

payable by the Unit Owners to meet the expenses of their Condominium and the Association and allocate and assess such expenses among the Unit Owners as follows: (i) with respect to expenses of each condominium, allocations shall be in accordance with the provisions of the respective Declarations; and (ii) with respect to expenses of the Association applicable to all Condominiums, allocations shall be made equally among all Units in all Condominiums. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount of reserves shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. Reserves shall not be required for the Association or for each Condominium only if the Members of the Association or each Condominium, respectively, have, by a majority vote at a duly called meeting of Members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. No waiver shall be effective for more than one fiscal year. No waiver is effective as to a particular Condominium unless conducted at a meeting at which a majority of the voting interests in that Condominium are present, in person or by proxy, and a majority of those present in person or by proxy vote to waive or reduce reserves. So long as the Developer owns any Units in any Condominium, required reserves for such Condominiums shall not be waived without the consent of the Developer. The foregoing sentence may not be amended without the consent of the Developer.

The adoption of a budget for the Condominiums and Association by the Board of Administration shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting. A copy of the proposed budget shall be mailed to each Unit Owner not less than fourteen (14) days prior to the meeting of the Board of Administration at which the budget will be considered, together with a notice of that meeting indicating the time and place of such

meeting. The meeting shall be open to the Unit Owners, provided that except for purposes of waiving reserve requirements or other matters as provided in Rule 7D-23.04 of the Department of Business Regulation, the Unit Owners shall not have the right to participate, and need not be recognized, at such meeting.

- (ii) Special Membership Meeting. If a budget is adopted by the Board of Administration which requires Assessments against such Unit Owners in any one Condominium or the Association as a whole in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners in such Condominium or the Association, as the case may be, a special meeting of the Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Administration. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners in that Condominium, or the Association, as the case may be, shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than a majority of all the Units (including Units owned by the Developer) in that Condominium or the Association, as the case may be, which are present at such meeting (in person or by proxy) at which a quorum is attained.
- (iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of

Administration in respect of repair or replacement of the Condominium Property or Association Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Condominium Property or Association Property and all special assessments (including surcharges against specific Unit Owner(s)).

- (iv) Proviso. As long as the Developer is in control of the Board of Administration of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of Unit Owners owning a majority of the Units (including Units owned by the Developer) in any particular Condominium or the Association as the case may be.
- (b) Adoption by Membership. In the event that the Board of Administration shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(a) above, the Board of Administration may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board of Administration may propose a budget in writing to all Members of the affected Condominium or the Association, as the case may be. If either such budget is adopted by the Members of the affected Condominium or the Association, as the case may be, present at such meeting, or receiving such written budget, upon ratification by a majority of the Board of Administration, it shall become the budget for such year.

9.2 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually, if possible at least ten (10) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each quarter (or each month at the election of the Board) of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and quarterly (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 Administration, subject to the provisions of Section 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which an amended Assessment is made shall be payable in as many equal installments as there are full quarters (or months) of the fiscal year left as of the date of such amended Assessment. Each such quarterly (or monthly) installment shall be paid on the first day of the quarter (or month), commencing the first day of the next ensuing quarter (or month). If only a partial quarter (or month) remains, the amended Assessment shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

9.3 Assessments for Charges. Charges by the Association against Members for other than Common Expenses of their Condominium or the Association shall be payable in advance. These charges shall be collected separately from Assessments for Common Expenses. Charges for other than Common Expenses may be made only after approval of a Member or when expressly provided for in the Declaration or the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of portions of the Condominium Property or other Association Property, maintenance services

furnished at the expense of an Owner, other services furnished for the benefit of an Owner and fines and damages and other sums due from such Owner.

- 9.4 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due immediately upon notice given to the Unit Owners concerned, and shall be paid in such manner as the Board of Administration of the Association may require in the notice of Assessment.
- 9.5 Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) in the State 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 those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be comingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Administration.
- 9.6 Acceleration of Assessment Installments upon Default. If a Unit Owner shall be in default in the payment of an installment upon an Assessment, the Board of Administration or its agent may accelerate the remaining installments of the annual Assessment so long as such acceleration is made in connection with foreclosure of the lien for Assessments.
- 9.7. Fidelity Bonds. At such time as the Association operates 50 or more Units, fidelity bonds shall be required by the Board of Administration for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board, but no less than \$10,000 for each such person so bonded. The premiums on such bonds shall be paid by the Association as a Common Expense.

9.8 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;
- (d) Cost for recreation facilities;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;



- (h) Insurance costs;
  - (i) Administrative and salary expenses; and
  - (j) General reserves, maintenance reserves and depreciation reserves.
- 9.9 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declaration or as determined by the Board.
- 9.10 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.
- 9.11 Limitation. Anything herein to the contrary notwithstanding, no budget item or special Assessment shall be adopted or effective which authorizes collection or expenditure of funds for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action against the Developer unless such item or Assessment is specifically approved by 85% of the Unit Owners.
- 9.12 Percentage of Association Common Expenses. In addition to the separate expenses of each separate Condominium, the Association itself will have Common Expenses applicable to all Condominiums which it operates, including administrative costs and costs of maintaining and operating property owned by the Association ("Association Expenses"). Association Expenses shall be apportioned among all Units operated by the Association as provided in the Declaration of Condominium of the Condominiums.
10. Roster of Unit Owners. The Association shall maintain current information regarding the title holders of all Units. Such information shall be obtained by engaging the services of a qualified title company, or if the Board so elects, by requiring each Unit Owner to file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy

of any such information for all purposes until notified in writing of changes therein. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

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

12. Amendments. Except as in the Declaration provided otherwise, these By-Laws may be amended in the following manner:

12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered and shall comply with the provisions of Section 718.112(2)(h), Florida Statutes.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Administration or by not less than one-third (1/3) of 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, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be:

(a) at any time, by not less than a majority of the votes of all Members of the Association represented at a meeting at which a quorum has been attained and by not less than 66 2/3% of the entire Board of Administration; or

(b) after control of the Association is turned over to Unit Owners other than the Developer, by not less than 80% of the votes of the Members of the Association represented at a meeting at which a quorum has been attained; or

(c) After control of the Association is turned over to Unit Owners other than the Developer, by not less than 100% of the entire Board of Administration; or

(d) before control of the Association is turned over to Unit Owners other than the Developer, by not less than 66 2/3% of the entire Board of Administration.

12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer or mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

12.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Broward County.

13. Rules and Regulations. Attached hereto as Schedule A and made a part hereof are rules and regulations concerning the use of portions of the Condominium and other Association property. The Board of Administration may, from time to time, modify, amend or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units represented at a meeting at which a quorum is present may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty

(30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.
15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.
16. Arbitration. In the event of any internal dispute arising from the operation of the Condominiums among the Unit Owners, the Developer, or the Association, the parties to such dispute may submit the dispute to voluntary binding arbitration in accordance with F.S. 718.112.
17. Conflicts. In the event of any irreconcilable conflict, the provisions of the Declaration shall be superior to the provisions of the Articles, which shall be superior to the provisions of these By-Laws.
18. Notice and Hearing For Fines. Prior to imposition of any fine by the Association on any Owner, occupant, licensee or invitee for violating any provision of the Declaration, Articles, By-Laws, or rules and regulations of the Association, such person shall be given reasonable notice and opportunity to be heard. The party sought to be fined shall be given at least fourteen (14) days prior notice of a hearing, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provision of the Declaration, Articles, By-Laws, or rules claimed to have been violated, and (iii) a short and plain statement of the matters asserted by the Association. The party sought to be fined shall have an opportunity to respond, present evidence, provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

The foregoing was adopted as the By-Laws of APPLEWOOD VILLAGE IV CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at its first meeting of the Board of Administration on the \_\_\_\_\_ day of \_\_\_\_\_, 1987.

Approved:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

5865R

EXHIBIT "4"

-to-

OFFERING CIRCULAR

RULES AND REGULATIONS

SCHEDULE "A" TO BY-LAWS

RULES AND REGULATIONS

-of-

APPLEWOOD VILLAGE IV CONDOMINIUM ASSOCIATION, INC.

In addition to the provisions of the Declaration of Condominium of APPLEWOOD VILLAGE IV - "D," A CONDOMINIUM (the "Declaration"), and the Articles of Incorporation ("Articles") and By-Laws ("By-Laws") of Applewood Village III Condominium Association, Inc., the following rules and regulations, together with such additional rules and regulations as may be adopted hereafter by the Board of Administration, shall govern the use of Units, Common Elements and other property owned by the Association or subject to use rights held by the Association ("Association Property"), and the conduct of all Unit residents, whether Unit Owners, approved lessees, or the guests of Unit Owners or lessees. All defined terms herein shall have the same meaning as in the Declaration, Articles and By-Laws.

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

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

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

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

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

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

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

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

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

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



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

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

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

(12) In order that the Buildings may maintain an attractive and uniform appearance, no Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, windows or roof, nor shall an Owner place anything other than porch furniture or plants on the porch or balcony except with the prior written consent of the Board.

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

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

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

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

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

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

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

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

(g) No pet which dies or is disposed of may be replaced. It is the intent of this rule that although a pet owned by a Unit Owner at the time such Owner purchases his Unit may be approved so as not to require Owners to choose between purchasing a Unit and giving up their pet, no new or additional pets may be acquired after a Unit is purchased.

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

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

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

(18) No fires, cooking devices or other devices which emit smoke or dust, other than any which may be installed by the Developer, shall be allowed on any balcony or patio, except same shall be permitted on patios or balconies of one-story buildings.

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

shall be adequately soundproofed according to general architectural and engineering standards observed in the community.

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

6506R  
CDB-09/14/87(1)

EXHIBIT "5"

-to-

OFFERING CIRCULAR

ESTIMATED OPERATING BUDGET AND  
SCHEDULE OF UNIT OWNER EXPENSES

ESTIMATED 12-MONTH OPERATING BUDGET

The following are Condominium Expenses of Applewood Village IV-"D," a condominium, collectible by assessments:

	<u>Monthly</u>	<u>Annually</u> (footnote)	
<u>Administration of Association</u>	\$ N/A	\$ N/A	
<u>Management Fees</u>	504	6,048	
<u>Maintenance/Contract Services</u>			
Landscape & Irrigation Maintenance	N/A	N/A	(A)
<u>Rent for Recreational and Other</u>			
<u>Commonly Used Facilities</u>	N/A	N/A	
<u>Taxes Upon Association Property</u>	N/A	N/A	(A)
<u>Taxes Upon Leased Areas</u>	N/A	N/A	
<u>Insurance</u>	346	4,152	
<u>Security Provisions</u>	N/A	N/A	
<u>Other Expenses</u>	46	552	
<u>Operating Capital</u>	N/A	N/A	
<u>Reserves</u>			
Pavement Resurfacing	N/A	N/A	(A)
Roof Replacement	189	2,268	(B)
Building Painting	68	816	(C)
Other	N/A	N/A	(D)
<u>Fees Payable to the Bureau of Condominiums</u>	4	48	(H)
<u>Utilities</u>			
Electric	192	2,304	
Water & Sewer	593	7,116	
Trash Disposal	490	5,880	
<u>Condominium Share of</u>			
<u>Association Expenses</u>	2,224	26,688	(E)
<u>TOTAL</u>	<u>\$4,656</u>	<u>\$55,872</u>	

The following are Unit Owners' Expenses payable to persons other than the Association:

	<u>Monthly</u>	<u>Annually</u> (footnote)	
<u>Rent for the Unit</u>	\$ N/A	\$ N/A	
<u>Rent for Other Facilities</u>	N/A	N/A	
<u>Master Association Assessments</u>	20	240	(F)
TOTAL	<u>\$20</u>	<u>\$240</u>	

The following are Association Expenses of Applewood Village IV Condominium Association, Inc., (which may operate more than one condominium) collectible by assessments:

	<u>Monthly</u>	<u>Annually</u> (footnote)	
<u>Maintenance/Contract Services</u>			
Landscape & Irrigation Maintenance	\$3,480	\$41,760	
Pest Control	696	8,352	
Comprehensive Maintenance Services	1,479	17,748	
Electric-Irrigation Pump	115	1,380	
Professional Fees (e.g. legal)	138	1,656	
Trash Removal	N/A	N/A	
Lake Maintenance	53	636	
<u>Reserves</u>			
Pavement Resurfacing	138	1,656	(G)
<u>Recreation Facility Costs</u>			
Pool Maintenance/Repairs	340	4,080	
Janitorial Services	630	7,560	
Electric - Pool	400	4,800	
Pool Heating - LP Gas	333	3,996	
Insurance	105	1,260	
Water & Sewer - Pool	150	1,800	
TOTAL	<u>\$8,057</u>	<u>\$96,684</u>	

The following are Estimated Per Unit Assessments payable to the Association. They are stated here for different periods, although assessments will be made on a quarterly basis:

<u>Monthly</u>	<u>Quarterly</u>	<u>Annually</u>
\$97	\$291	\$1,164

### FOOTNOTES

- (A) The cost of this item is included in the Condominium Share of Association Expenses.
- (B) Reserve for Condominium Roof and Flashing:  
\$68,040 est. replacement cost/30 yr. est. life =  
\$2,268 per yr. or \$189 per mo.  
Balance in the reserve account = \$0
- (C) Reserve for Condominium Exterior Painting:  
\$4,896 est. replacement cost/6 yr. est. life =  
\$816 per yr. or \$68 per mo.  
Balance in the reserve account = \$0
- (D) Other Condominium Reserves:
- There shall be no other reserves.
- (E) This Condominium's share of Association Expenses (and the figures shown hereon for this item) are estimated assuming the Association is operating 174 units. No guarantee or representation is made with respect to whether or when the Developer will construct 174 units to be operated by the Association. To the extent that fewer units are operated by the Association, this Condominium's share of Association Expenses, and the dollar amounts estimated hereon, will increase proportionately.
- (F) Each unit owner must pay quarterly assessments directly to The Township Community Master Association, Inc. During calendar year 1987, these assessments are \$59.25 per unit, per quarter (i.e. \$19.75 monthly; \$237 annually).
- (G) Reserve for Association Pavement Resurfacing:  
\$16,560 est. replacement cost/10 yr. est. life =  
\$1,656 per yr. or \$138 per mo.  
Balance in the reserve account = \$0
- (H) fees are currently \$1.00 per unit per year with the aggregate allocated among unit owners in accordance with their share of common elements which, when multiplied by 12 months, results in an annual budgeted amount of \$48.00.

GENERAL INFORMATION

- 1) All replacement cost figures are based on estimated costs for 1987.
- 2) All figures are rounded off to the nearest dollar.
- 3) In accordance with the provisions of Section 718.116, Florida Statutes, the Developer shall be excused from the payment of annual assessments until such period of time as Developer shall cease to control the Association or a period of 12 months following recordation of the Declaration, whichever event occurs first ("Guaranty Period") since, during the Guaranty Period, the Developer guaranties that annual per unit assessments to the Association shall not increase over the amounts set forth herein. During the Guaranty Period, the Developer shall contribute an amount of money to the Association sufficient to eliminate any deficit between assessments collectible from owners and the actual expenses of the Association. This guaranty is set forth in paragraph 13.J. of the Declaration.

6522R  
CB-09/16/87 (1)



EXHIBIT "6"

-to-

OFFERING CIRCULAR

CONDOMINIUM PURCHASE AGREEMENT



## Condominium Purchase Agreement

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

Purchaser(s) \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Telephone \_\_\_\_\_ Office Telephone \_\_\_\_\_

Date of this Agreement \_\_\_\_\_ S.S.# \_\_\_\_\_

This Agreement contains my rights and obligations concerning the sale by you and purchase by me of the Condominium unit identified below.

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

ANY PAYMENT IN EXCESS OF 10% OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

### 1. Purchase and Sale

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

of the proposed Condominium known as \_\_\_\_\_ in \_\_\_\_\_ County, Florida (including the items described in the features list dated \_\_\_\_\_.) The unit and the Condominium are described in greater detail in the proposed Declaration establishing the Condominium. A copy of the Declaration is included in the Offering Circular I have received.

I understand that you may modify the Declaration together with the Exhibits thereto from time to time without my consent. However, I may rescind this Agreement within five (5) days of being notified of any such modification that materially reduces the floor size of the unit. Further, you may rescind this Agreement if the site plan or plat of the Condominium is disapproved by the governmental authorities having jurisdiction thereof. In the event of such rescission, my deposit will be returned to me and we shall be relieved of any further liability under this Agreement.

The total price for the unit, exclusive of any closing costs as described in paragraph 9 will be \$ \_\_\_\_\_

I agree to make the following payments:

Payment	Due Date	Amount
Initial Deposit	_____	\$ _____
Additional Deposit	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
Balance Due at Closing of Title	_____	\$ _____
	Total	\$ _____

Deposits may be made in cash or by check. The balance payable at closing must be paid by cashier's check or certified check.

### 2. Completion Date

While you expect to complete construction of my unit by \_\_\_\_\_, you are required to agree and do agree because of the provisions of the Interstate Land Sales Full Disclosure Act, that the unit will be completed within two (2) years of the date of this Agreement. If construction is delayed by events beyond your control (such as strike, acts of God, action by the government or lack of materials) the agreed completion date will be extended by the delay. You will not be obligated to compensate me for any expense or inconvenience which may be caused by delay in completion.

### 3. Use of My Advances

If, on the date of this Agreement, construction, furnishing and landscaping of the Condominium is not substantially complete in accordance with your plans and specifications and the representations contained in the Offering Circular, then my advances up to 10% of the purchase price will be deposited in escrow with \_\_\_\_\_ \*

\_\_\_\_\_ in accordance with the Escrow Agreement between you and that Escrow Agent contained in the Offering Circular. You will keep my advances in excess of 10% of the purchase price in a special escrow account and not use them prior to closing, except that once construction has begun you may withdraw these advances from the special escrow account and use them in the actual construction and development of the Condominium. However, no part of any such advance may be used for the salaries, commissions or expenses of your salesman or for advertising purposes.

You may utilize my escrow deposit for construction purposes if you provide me with alternative assurance satisfactory to the Division of Florida Land Sales and Condominiums, including an irrevocable letter of credit or surety bond.

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

In the event that, on the date of this Agreement, construction, furnishing and landscaping of the Condominium is substantially complete, my advance of the purchase price will not be deposited in an escrow account.

I shall be entitled to a receipt for my deposit upon request. 24

Southeast  
Bank, N.A.  
5550 Glades  
Road  
Boca Raton,  
FL 33431

White - Purchaser

Yellow - Lender

Green - Title Company

Pink - Sales Office

Blue - Sales Administration

Gold - Escrow Agent

SD-1 1084

#### 4. Construction Financing

You may borrow construction money from your own lenders to construct the Condominium. I agree that any lender advancing construction funds will have a first mortgage on my unit until closing of title. At closing you may use my purchase money to release my unit from the construction mortgage. Because of this, my rights under this Agreement will be subordinate to those of anyone holding a mortgage that secures the advancement of construction funds.

#### 5. Condominium Construction Specifications

The materials, equipment and fixtures in my unit will be substantially the same as those described in your plans and specifications and in the model, if one has been constructed. Within ten (10) days of my being notified, I shall complete a selection sheet for colors, features and materials in my unit or you may make these selections on my behalf. You may make any modifications you deem necessary and substitute materials, equipment and fixtures of substantially equal or better quality. I understand that carpeting, cabinets, formica, floor tile, paints, appliances and other items may be of a different brand, color, quality or grade than shown in the specifications or the model.

You may also make any architectural modifications that you deem necessary; provided, however, that I may rescind this Agreement within five (5) days of being notified of any such architectural modifications that are material in nature. If I fail to so rescind my Agreement, I shall have conclusively accepted your changes.

Any changes or optional items which I may request must be authorized by you in writing and I must pay for them in advance. If you fail to make the changes or supply the optional items you will refund the cost of the item or change and will have no responsibility for it.

I may examine the plans and specifications at your business office during your regular business hours.

I understand that you reserve the right to modify the configuration of the project in which my unit is located without notice to, or approval by me, provided that such modification does not adversely affect the total square footage of my unit.

I understand that I will have a reasonable opportunity to inspect my unit before closing. One of your agents will accompany me. I will be given a "Pre-move Inspection Report" that I must sign and return with any comments on the condition of my unit. I will list any defects in workmanship and materials. Your work will be judged against accepted construction standards in the industry.

If I discover defects during my inspection you will correct them at no cost to me. You agree to do this within a reasonable time, but I agree to proceed with the closing of title even if the defects are not corrected by closing date so long as they do not prevent me from living in the unit. In addition, I agree not to hold back any part of the purchase price or impose any conditions on the closing because of defects.

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

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

#### 6. Damage Before Completion

If my unit is damaged by fire or other casualty after this

Agreement takes effect but before closing of title, you will be financially responsible for the loss. But if the damage occurs after the closing on the first unit in the Condominium you may decide not to repair my unit.

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

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

#### 7. Closing Date

If the Condominium Declaration has been recorded, closing shall occur within ten (10) days from the date that a Certificate of Occupancy for the Unit has been issued or I have been approved by a mortgage lender in accordance with a duly executed Mortgage Addendum, whichever event occurs last.

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

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

#### 8. Closing of Title

Title to the Unit, which will be conveyed by Warranty Deed, will be good, marketable, and insurable subject to the following permitted limitations:

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

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

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

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

5. The general exceptions contained in the American Land Title Association, ALTA form "A" 1970 Owners Title Insurance Policy forms in Broward County, Florida.

6. Liens for public improvement.

7. Any mortgage executed or assumed by me that encumbers my property.

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

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

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

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

Notwithstanding anything herein to the contrary, title to the unit shall conclusively be deemed good and marketable if you are able to deliver ALTA Form "A" 1970 Owners Title Insurance Policy with respect to the unit subject to the limitations permitted hereunder.

### 9. Closing Costs

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

- a. The cost of recording the deed to me, recording any mortgage releases, documentary stamps and other surcharges and taxes on the deed.
- b. All additional costs imposed by changes adopted by any governmental authority.
- c. Utility deposits or other charges advanced by you on my behalf.
- d. The cost of any obligations I have incurred not provided for in this Agreement.
- e. Pending liens for any public improvements.
- f. Initial capital contribution to the Association in an amount of one hundred dollars.
- g. The cost of an Owner's Title Insurance Policy, unless I advise you that I do not wish to purchase same, in which event I shall pay your attorney's fees incurred in connection with closing.

Expenses of my unit (for example, taxes and assessment, condominium maintenance charges, mortgage interest) will be prorated between us at closing.

### 10. Other Duties

I shall have no right to take possession of the property until I have signed all papers necessary to close title and to close my mortgage loan.

### 11. Default

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

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

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

### 12. Litigation

If you are successful in connection with any litigation concerning this agreement, I will be obligated to pay reasonable attorney's fees incurred by you in connection with such litigation through and including all appellate litigation.

tion through and including all appellate litigation.

### 13. Your Use of the Condominium Property

As long as you own a unit or units, you and your agents may maintain sales offices and models to assist you in selling properties in this development.

### 14. Construction of Additional Buildings.

I understand that you have the right to construct additional buildings on an adjacent parcel of land and to amend the Declaration to make it a part of this Condominium.

### 15. Miscellaneous Provisions

a. Agreement Not to be Recorded. I will not record this Agreement in the public records. If I do, I shall be in default hereunder.

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

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

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

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

If you decide to sell this project before or during construction, you may assign or transfer your interest in this Agreement and in the Escrow Agreement referred to under "Use of My Advances" and my consent will not be required. If the buyer of the project assumes your obligations contained in this Agreement and the Escrow Agreement you will not be liable to me for any acts, omissions or defaults by the buyer.

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

f. Public Records. I authorize you to record the documents necessary to establish and operate the Condominium. You will file them in the Public Records of the County in which this project is located.

g. My Right to Cancel. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS

SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS, AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

h. Florida Law. Any disputes that develop under this Agreement will be settled according to Florida law. If any part of this Agreement violates a provision of Florida law, the law will control. In that event, however, the rest of the Agreement (not in violation) will remain in force.

i. Pre-Sales Requirements. I understand that your mortgage lenders may require that a certain number of unit sales be made before you may close on the title to any units. You will not be liable if you cannot close on my unit because of this requirement. In that event I will receive a full refund of my deposits.

j. Entire Agreement. This Agreement is the entire contract for the sale and purchase of my unit and once it is signed it can only be amended in writing. Prior agreements, representations, understandings and oral statements not reflected in this Agreement and the Offering Circular are void and have no effect. I have not relied on them.

k. Changes. I agree that the Condominium Documents delivered to me may be amended by you in any manner whatsoever.

l. All Parties Liable. If more than one person signs this Agreement as purchaser, each will be equally liable for full performance of all duties and obligations under it and you can enforce it against them as individuals or together.

m. Warranty. EXCEPT AS PROVIDED BY SECTION 718.203, FLORIDA STATUTES, SELLER HAS NOT MADE, AND HEREBY EXPRESSLY DISCLAIMS, ANY AND ALL IMPLIED WARRANTIES REGARDING THE PROPERTY

AS TO ITS MATERIAL, WORKMANSHIP OR CAPACITY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

n. Features Included. The purchase price of my unit includes only the items included in the features list. I understand any other appliances, furnishings or decorations contained in your models are for display purposes only.

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

p. Financial Information. Within seven (7) days from the date I execute this Agreement, I shall submit to you such financial information, including a personal financial statement, as you may deem necessary, together with verification of my employment. You shall have a period of thirty (30) days from the date of this Agreement to determine, in your sole opinion, whether I am financially able to perform my obligations under this Agreement. In the event you make an adverse determination regarding my financial ability to perform hereunder, you will have the option of cancelling this Agreement and refunding my deposit.

~~q. Administrative Fee. I agree that in the event of my cancellation of this Agreement, in accordance with the provisions of paragraph 15g, to return the Offering Circular (Prospectus) and all other related Condominium Documents to you in good condition. If I do not return these documents, I understand that an administrative fee of \$50.00 will be charged to me, and will be deducted from the deposit refund amount due me.~~

ANY PAYMENT IN EXCESS OF 10% OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in the presence of:

\_\_\_\_\_

Purchaser

As to Purchaser

\_\_\_\_\_

Purchaser

\_\_\_\_\_

MINTO BUILDERS (FLORIDA), INC.

As to Seller

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

The following is for Minto's internal use only:

Sales Representative: \_\_\_\_\_

Lender: \_\_\_\_\_

Tract: \_\_\_\_\_ Building: \_\_\_\_\_ Unit: \_\_\_\_\_



## NOTICE OF INSULATION VALUES

In accordance with 16 CFR Part 460, Federal Trade Commission Regulations, as of September 29, 1980, the Federal Trade Commission requires builders and sellers of new homes to disclose the type, thickness and R value of the insulation to be installed in each home. The following notice is to conform to this regulation:

Purchaser(s) \_\_\_\_\_  
Name of Project \_\_\_\_\_  
Unit Designation \_\_\_\_\_

### Insulation will be installed in your home as follows:

- a. **Exterior masonry walls** will be insulated with Sprayed Cellulose insulation to a thickness of 1 1/2 inches, which thickness, according to the manufacturer and installer, will yield an R-value of R-5.5
- b. **Exterior framed walls** will be insulated with BATT insulation of 3 1/2 inch thickness, which thickness, according to the manufacturer and installer, will yield an R-value of R-11
- c. **Roof space in all models** will be insulated with Blown Cellulose insulation having a thickness of 5 inches, which thickness, according to the manufacturer and installer, will yield an R-value of R-19, or fiberglass BATT insulation having a thickness of 5", which thickness, according to the manufacturer and installer, will yield an R-value of R-19
- d. **Party walls** will be insulated one side only with sprayed Cellulose insulation having a thickness of 3 4 inch, which thickness, according to the manufacturer and installer, will yield an R-value of R-2.9

I have read and understand the foregoing

Date \_\_\_\_\_

- ☐ TERRACE GARDEN
- ☐ COURTYARD TOWNHOME
- ☐ LAKESIDE TOWNHOME
- ☐ VILLA
- ☐ MIDRISE

White - Purchaser

Yellow - Sales Office

SD-088 10/84

# Mortgage Addendum to Purchase Agreement

Purchaser(s) \_\_\_\_\_

Proposed project known as: \_\_\_\_\_

Unit Designation Number: \_\_\_\_\_

Model Type: \_\_\_\_\_

1. **MORTGAGE LENDER.** I hereby elect to use mortgage financing to finance a portion of the Total Purchase Price of my unit and I shall, within three (3) days from the date hereof, submit a duly executed loan application to an institutional lender selected by me which engages in mortgage financing of residential real estate (the "Mortgage Lender") for a mortgage loan at the prevailing rate of interest at the time of closing, payable in monthly installments over a period of not more than thirty (30) years and upon such other terms and conditions as are determined by the Mortgage Lender. I acknowledge that the rate of interest is established by the Mortgage Lender and not by you, and that any predictions or representations of present or future interest rates which may have been contained in any advertising or promotion by you are not binding.

2. **QUALIFICATION.** I shall promptly execute all instruments required by the Mortgage Lender and I shall promptly comply with any and all other requirements of the Mortgage Lender. I shall deliver to you written evidence of my failure to qualify for the Loan as more fully defined herein within five (5) days of such failure being announced by the Mortgage Lender.

3. **MORTGAGE LOAN.** I choose alternative a or b by placing a check mark (✓) and signature by the appropriate box below:

a. The mortgage loan shall not be less than \_\_\_\_\_ percent of the total purchase price, based upon my representation to you and the mortgage lender that I shall occupy the Unit as my primary residence.

b. The mortgage loan shall not be less than \_\_\_\_\_ percent of the total purchase price based upon my representation to you and the mortgage lender that I shall not occupy the Unit as my primary residence.

4. **FAILURE TO QUALIFY.** Only in the event that I perform each and every of my obligations as set forth in this Mortgage Addendum and fail to qualify for the full amount of the mortgage loan, shall I be entitled to a return of all of the deposits paid pursuant to the Purchase Agreement, provided, however, that you may elect, in such event, to secure other financing on my behalf provided said financing is in accordance with the terms of Paragraph 1 hereinabove. Notwithstanding anything herein to the contrary, you have the option of cancelling the Purchase Agreement if you have not been notified of my approval by the Mortgage Lender within six (6) weeks from the date of the Purchase Agreement. In any other event, said deposit shall be non-refundable, and I shall be required to close the transaction contemplated by the Purchase Agreement. In the event that, pursuant to this paragraph, you return to me all of my deposits paid pursuant to the Purchase Agreement, we shall be relieved of any and all obligations thereunder. I specifically understand that once I have been approved for the Loan (whether from you, the Mortgage Lender or a substitute lender) or if I have failed to give you notice within five (5) days of my receipt of same that I have not been approved for the Loan, my deposit monies shall be non-refundable and I shall be obligated to close under the Purchase Agreement.

5. **COSTS AND EXPENSES.** I shall be responsible for and shall pay all costs of obtaining the Loan, including, but not limited to, documentary stamps, mortgage title insurance, intangible taxes, recording fees, loan fees, points, discounts and any and all other costs of obtaining the Loan. Further, in the event that I assume your construction loan which is converted to a permanent loan, I shall reimburse you for your costs in obtaining the construction loan, including points.

6. **INVESTIGATION.** You and/or Mortgage Lender are hereby authorized to make any inquiry and investigation as to my character, reputation and financial responsibility. You assume no obligation to me and shall not be bound in any manner whatsoever should the Mortgage Lender fail to approve me for the Loan or otherwise fail to provide the Loan.

7. **JOINDER.** If I am married and my spouse is not a purchaser under the Agreement, then I shall be responsible for my spouse executing the mortgage loan documents as required by the Mortgage Lender and the failure of my spouse to do so shall not, notwithstanding any provision hereof making the obtaining of mortgage financing a contingency to closing, relieve me of my obligations pursuant to the Purchase Agreement. If I am other than an individual, such as a corporation or partnership, then I shall be obligated to supply such guarantees of payment from my principals as the Mortgage Lender or you may require.

8. **TIME OF ESSENCE.** Time shall be of the essence with respect to each and every of my obligations hereunder.

9. **FULL DISCLOSURE.** MY FAILURE TO MAKE TIMELY APPLICATION TO THE MORTGAGE LENDER AND COMPLY WITH THE OTHER REQUIREMENTS OF THIS ADDENDUM WILL CAUSE MY DEPOSIT TO BE NON-REFUNDABLE. FURTHER, MY DEPOSIT WILL BE NON-REFUNDABLE IF ANY OF MY REPRESENTATIONS IN THIS MORTGAGE ADDENDUM ARE UNTRUTHFUL OR INACCURATE.

10. **INCORPORATION.** The terms and conditions of this Mortgage Addendum are hereby incorporated into and made a part of the Purchase Agreement described above.

IN WITNESS WHEREOF, I/we have executed this Addendum on the date set forth below.

Witnesses for Purchaser:

PURCHASER

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

Witnesses for Seller:

MINTO BUILDERS (FLORIDA), INC.

\_\_\_\_\_  
By \_\_\_\_\_

Date of Execution: \_\_\_\_\_

White - Purchaser

Yellow - Lender

Green - Title Company

Pink - Sales Office

Blue - Sales Administration

Gold - Escrow Agent

SD-080 3/85

EXHIBIT "7"

-to-

OFFERING CIRCULAR

ESCROW AGREEMENT



THIS AGREEMENT, made and entered into this 11 day of January, 1980, by and between MINTO BUILDERS (FLORIDA), INC., a Florida Corporation (hereinafter Minto) and SOUTHEAST BANKS TRUST CO., N.A. (hereinafter Agent).  
WITNESSETH, that

WHEREAS, Minto is the Developer of certain tracts of land within a planned unit development known as "The Township", and

WHEREAS, some of the various sections, as developed, will contain one or more condominiums, and

WHEREAS, Minto desires to begin to take reservations and collect reservation deposits for residences in the proposed development prior to construction and prior to approval of the condominium documents by the Division of Florida Land Sales and Condominiums, and

WHEREAS, Minto desires to establish with Agent an Escrow Account as required by Florida Statute §718.202, and Agent is willing to act as escrow agent for such an account.

NOW, THEREFORE, in consideration of the premises, the sum of ten dollars each to the other in hand paid and the mutual promises contained herein, the parties do agree as follows:

I. Establishment of Escrow Account

Agent agrees to receive and hold, subject to the terms of:

- a) this Agreement;
- b) the Reservation Agreements and Receipts between Minto and its various prospective purchasers;
- c) the Agreements of Purchase and Sale between Minto and its Purchasers; and
- d) Florida Statute §718.202, such deposit monies as Minto delivers to Agent.

II. Investment of Funds

Agent shall hold such funds in its standard interest bearing savings accounts unless Minto shall direct the investment of such funds into any other deposit facility

created by the Agent for which deposits directed to be invested so qualify, in which case the funds shall be invested in the directed deposit facility.

III. Beneficial Interest in Deposit

- a) The principle amount of each such deposit shall be held by Agent for the benefit of Minto or Minto's customer as their interests may appear in the Reservation Agreement and Receipt and Agreements for Purchase and Sale and in Florida Statute §718.202.
- b) The income from such deposits shall be held for the benefit of the party to whose benefit it accrues according to the applicable Agreement.

IV. Delivery of Deposits and Agreements and Receipts therefor.

Minto shall deliver to Agent at the time of delivery of each deposit an executed original of the Reservation Agreement and Receipt or Agreement for Purchase and Sale pursuant to which such deposit was made. Agent shall, upon clearance of its check covering such deposit, issue a receipt for such deposit.

V. Record Keeping and Payment of Income

- a) Agent shall keep good, accurate and current records of the funds held pursuant to this Agreement and shall provide Minto with a monthly statement of the status of such funds, which statement shall include the name of the customers for whose benefit funds are held, the amount of the deposit being held for each customer and the current balance of income earned from the deposits, paid and unpaid, to Minto. Such statements shall be delivered to Minto between the 10th and the 15th of the month for statements containing information as of the last day of the preceding month.
- b) Income from the deposits due to Minto shall be paid to Minto upon request in writing from any person whose authority is evidenced by a proper certificate of corporate resolution delivered to the Agent.

- c) Income due to a Purchaser shall be paid with the Payment of the Deposit.

VI. Payment of Deposit.

Payment of the principal amount of a deposit, together with interest earned thereon, shall be paid by Agent as follows:

- a) As to a deposit made in conjunction with a Reservation Agreement and Receipt, such deposit shall be refunded upon written demand to the Prospective Purchaser at any time prior to the execution of a binding Agreement of Purchase and Sale between Minto and that Prospective Purchaser.
- b) As to deposits held pursuant to or after the execution of a binding Agreement of Purchase and Sale between Minto and a Purchaser, such deposits shall be paid as provided by F.S. 5718.202 and specifically:
- i) Shall be paid to the purchaser under an Agreement of Purchase and Sale within 45 days after the Purchaser has properly terminated his contract.
- ii) Shall be paid to Minto within 15 days after the receipt of Minto's written certification that the Agreement of Purchase and Sale with a particular purchaser has been terminated by reason of the purchaser's failure to cure a default in performance of his obligations.
- iii) Shall be paid to Minto within 5 days of receipt of Minto's written certification that an Agreement of Purchase and Sale has been closed.

VII. Agent's Liability

- a) In performing any of its duties hereunder, Agent shall not incur any liability to anyone for any damages, losses or expenses, except for willful default or breach of trust and it shall accordingly not incur any such liability with respect to any action taken or omitted in good faith upon

- advice of its counsel or counsel for the Developer or purchaser given with respect to any questions relating to the duties and responsibilities of the Agent under this Escrow Agreement or any action taken or omitted in reliance upon any instrument, including any written notice or instruction provided for in this Escrow Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein which the Agent shall in good faith believe to be genuine, to have been signed or presented by the proper person and to conform to the provisions of this Escrow Agreement.
- b) Developer hereby agrees to indemnify and hold harmless the Agent from and against any and all losses, claims, damages, liabilities, and expenses including the reasonable costs of investigation and counsel's fees and disbursements, including counsel's fees and disbursements on appeal if applicable, which may be imposed upon Agent in connection with the performance of its duties hereunder, including any and all litigation arising from this Escrow Agreement or involving the subject matter hereof.
- c) In the event of a dispute between any of the parties hereto sufficient in the discretion of the Agent to justify its doing so, Agent is entitled to tender into the Registry of any Court of competent jurisdiction all funds and/or documents on deposit with Agent under this Escrow Agreement, together with such legal pleadings as it deems appropriate and thereupon be discharged from all further duties and liabilities under this Escrow Agreement. Any such legal action may be brought in such Court as the Agent shall determine to have jurisdiction thereof.

V. Compensation to Agent

In return for the services rendered by Agent pursuant to this agreement, Minto shall pay to the Agent the fees established pursuant to the fee agreement attached hereto.

IX. Duration and Cancellation

This agreement shall continue until cancelled by either party by thirty (30) days' written notice to the other.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 15 day of January, 1980

Signed, sealed and delivered  
in the presence of:

[Signature]  
[Signature]  
[Signature]  
[Signature]

MINTO BUILDERS (FLORIDA), INC.

By: [Signature]

SOUTHEAST BANKS TRUST CO., N.A.

By: [Signature]

AMENDMENT TO ESCROW AGREEMENT

DATE 4-2-82

CLERK C. C. C.

THIS AMENDMENT is executed by and between MINTO BUILDERS (FLORIDA), INC., a Florida corporation ("Minto"), DIVISION OF FLORIDA LAND SALES, CONDOMINIUMS AND MOBILE HOMES ("Division") and SOUTHEAST BANKS TRUST COMPANY, N.A. ("Agent").

WITNESSETH

WHEREAS, Minto and Agent have entered into those certain Escrow Agreements dated 11/5/80, 6/7/82 AND 12/31/82 (the "Escrow Agreements") regarding the disposition of certain purchase agreement deposits; and

WHEREAS, Minto and Agent desire to amend the Escrow Agreements in order to provide for alternative assurances regarding such purchase agreement deposits, in accordance with the provisions of § 718.202, Florida Statutes, and to make Division a party to the Escrow Agreement.

NOW, THEREFORE, in consideration of the foregoing mutual premises, the Escrow Agreements are amended by inclusion of the following:

1. From time to time, Minto may deliver to Agent irrevocable and unconditional letters of credit issued by The Torrey Dominion Bank in favor of Agent and/or the Director of the Division (the "Director"). Upon issuance of a letter of credit and Agent's receipt of written approval thereof by the Director, Agent shall disburse to Minto all purchase agreement deposits which have been paid to Agent on and after FEBRUARY 1, 1985, up to but not more than the principal amount of the letter(s) of credit delivered to Agent. Minto agrees that it shall pay to each respective purchaser any of such deposits that are disbursed to Minto within forty-five (45) days after the purchaser has properly terminated its purchase agreement.

2. Agent shall deliver notice to Minto of any instruction that Agent receives from the Director or any Purchaser requiring Agent to draw down sums under the letter(s) of credit. Within five (5) business days of receiving such notice, Minto must:

A. Pay to Agent the cash equivalent of the sum requested by such notice, in which event Agent shall disburse such sum to Director or the Purchaser, as the case may be; or

B. Instruct Agent in writing that Agent shall not draw down on the letter of credit, in which event Agent shall notify the Purchaser or Director, as the case may be, of such instruction and only deal with the letter of credit in accordance with an order of a court of competent jurisdiction; or

C. Do nothing, in which event Agent shall, after five (5) business days have elapsed since the date of its notice to Minto, draw down such sum under the letter of credit and remit same to the Purchaser or Director, as the case may be.

3. If Agent is unwilling or unable to draw down on the letter of credit and Division wishes to draw down on the letter of credit instead, Division shall so notify Minto of such fact within five (5) business days of receiving such notice, Minto must:

A. Pay to Division the cash equivalent of the sum requested by such notice, in which event Division shall disburse such sum to the Purchaser; or

B. Instruct Division in writing that Division shall not draw down on the letter of credit, in which event Division shall only deal with the letter of credit in accordance with an order of a court of competent jurisdiction; or

C. Do nothing, in which event Division shall, after five (5) business days have elapsed since the date of its notice to Minto, draw down such sum under the letter of credit and remit same to the Purchaser.

4. If Agent receives notice from The Toronto-Dominion Bank that a particular letter of credit will expire within thirty (30) days of such notice, Agent shall draw down all sums under the letter of credit prior to such date but not earlier than five (5) business days after it has delivered notice to Minto of such notice from The Toronto-Dominion Bank, unless Minto causes the letter of credit to be extended or replaced with a substitute letter of credit.

5. Agent shall return any letter of credit to Minto at any time that Minto shall deliver to Agent (i) the total of all purchase agreement deposits disbursed to Minto under the letter of credit less any of same which have been disposed of in accordance with Paragraph VI.(b) of the Escrow Agreement, and (ii) a written statement that Minto is no longer holding any outstanding purchase agreement deposits.

6. At any time that Minto (a) disburses a purchase agreement deposit to a purchaser that has properly terminated his purchase agreement, or (b) is no longer obligated with respect to a particular purchase agreement deposit either because the transaction has closed or the purchaser has defaulted in the performance of its obligations under a purchase agreement, Minto shall so notify Agent of such fact.

7. Division and Agent shall only deal with the letter of credit as is specifically authorized by this Amendment, and in no other manner.

8. Minto agrees that any funds released by Agent to it shall only be used in the actual construction and development of the subject condominium property, and no part of such funds shall be used for salaries, commissions, expenses of salesmen or advertising purposes.

9. All notices required or allowed by this Amendment shall be delivered in person or by certified mail, return receipt requested, postage prepaid, addressed to the party or person to whom notice is to be given, at the following address:

To Minto:

Minto Builders (Florida), Inc.  
Att.: Frank Rogers ROGERS  
Township Center  
2400 Lyons Road  
Coconut Creek, Florida 33066

With a copy to:

Irwin J. Fayne, Esq.  
Holland & Knight  
P.O. Box 14005  
Fort Lauderdale, Florida 33302-4005

To Division:

E. James Kearney, Director  
Division of Florida Land Sales,  
Condominiums & Mobile Homes  
Department of Business Regulation  
The Johns Building  
725 South Bronough Street  
Tallahassee, Florida 32301

To Agent:

Southeast Banks Trust Company, N.A.  
5550 GLADES ROAD  
Boca RATON, FL 33431

Notice shall be deemed to have been given upon the earlier of receipt by recipient or postmark by the U.S. Postal Service.

10. Except as modified herein, the Escrow Agreements remain in full force and effect.



...Minto, Division and Agent have executed  
this Amendment on the dates set forth below their names.

Signed, sealed and delivered  
in the presence of:

J. M. Miller  
Joseph G. Galt

MINTO BUILDERS (FLORIDA), INC.  
a Florida corporation

By: M. L. P. A. P.

Dated: February 1, 1985

SOUTHEAST BANKS TRUST COMPANY  
N.A.

Debra C. Chalk  
Diana L. Hightower

By: Gary J. Smith  
Dated: February 1, 1985

DIVISION OF FLORIDA LAND SALES  
CONDOMINIUMS & MOBILE HOMES

Robert E. Clark  
Connie D. Blackburn

By: [Signature]  
Dated: April 2, 1985

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01/22/85

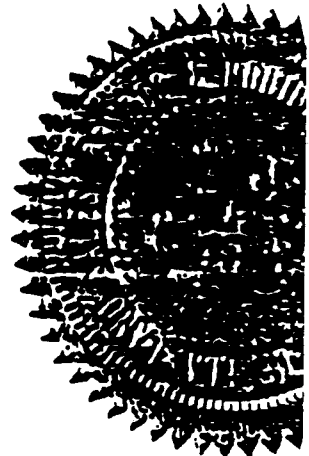


EXHIBIT "8"

-to-

OFFERING CIRCULAR

SURVEY, PLOT PLAN AND GRAPHIC

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF  
APPLEWOOD VILLAGE IV - "D", A CONDOMINIUM

CERTIFICATION:

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

CCL CONSULTANTS, INC.

DATE

ISHMAEL S. MOHAMED  
FLORIDA P.L.S. NO. 2464

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF  
APPLEWOOD VILLAGE IV - "D", A CONDOMINIUM

NOTES:

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

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF  
APPLEWOOD VILLAGE IV-D, A CONDOMINIUM

LEGAL DESCRIPTION:

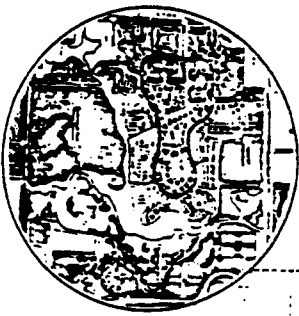
A PORTION OF TRACT 20, TARTAN COCONUT CREEK, PHASE II, RECORDED IN PLAT BOOK 109 AT PAGE 12, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID TRACT 20, SAID POINT BEARS NORTH 13°13'48" WEST FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 593.34 FEET, A CENTRAL ANGLE OF 130°12'54" FOR AN ARC DISTANCE OF 136.85 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°059'06" EAST FOR 85.00 FEET; THENCE SOUTH 00°00'54" EAST FOR 61.00 FEET; THENCE NORTH 89°059'06" EAST FOR 15.00 FEET; THENCE SOUTH 00°00'54" EAST FOR 20.00 FEET; THENCE SOUTH 89°047'22" EAST FOR 167.56 FEET; THENCE NORTH 04°50'26" EAST FOR 13.91 FEET; THENCE SOUTH 85°09'34" EAST FOR 17.27 FEET; THENCE SOUTH 47°038'14" EAST FOR 128.97 FEET; THENCE SOUTH 10°33'11" WEST FOR 163.33 FEET; THENCE NORTH 79°26'49" WEST FOR 64.00 FEET; THENCE SOUTH 10°33'11" WEST FOR 134.50 FEET; THENCE SOUTH 61°00'54" EAST FOR 106.19 FEET; THENCE SOUTH 28°59'06" WEST FOR 99.00 FEET; THENCE NORTH 61°00'54" WEST FOR 106.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY AND NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY; THENCE NORTH 28°59'06" EAST FOR 14.40 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY AND NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 103°38'51" FOR AN ARC DISTANCE OF 54.27 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY AND NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 85°12'56" FOR AN ARC DISTANCE OF 44.62 FEET TO A POINT OF TANGENCY; THENCE NORTH 10°33'11" SOUTHEASTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 89°07'07" FOR AN ARC DISTANCE OF 46.66 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG A CIRCULAR

CURVE TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 89°07'07"  
FOR AN ARC DISTANCE OF 54.44 FEET TO A POINT OF TANGENCY; THENCE NORTH 10°33'11"  
EAST FOR 37.80 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, NORTHWESTERLY  
AND SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 30.00  
FEET, A CENTRAL ANGLE OF 129°59'38" FOR AN ARC DISTANCE OF 68.06 FEET TO A  
POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG A  
CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF  
36°25'33" FOR AN ARC DISTANCE OF 19.07 FEET TO A POINT OF TANGENCY; THENCE NORTH  
83°00'54" WEST FOR 164.56 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY  
ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL  
ANGLE OF 51°47'33" FOR AN ARC DISTANCE OF 27.12 FEET TO A POINT OF TANGENCY;  
THENCE NORTH 31°13'21" WEST FOR 67.25 FEET TO A POINT OF CURVATURE; THENCE  
NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 85.00  
FEET, A CENTRAL ANGLE OF 06°18'35" FOR AN ARC DISTANCE OF 9.36 FEET TO A POINT  
OF TANGENCY; THENCE NORTH 37°31'56" WEST FOR 62.75 FEET TO A POINT OF  
CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A  
RADIUS OF 56.46 FEET, A CENTRAL ANGLE OF 81°30'14" FOR AN ARC DISTANCE OF 80.32  
FEET; THENCE NORTH 29°02'10" WEST FOR 12.35 FEET TO THE POINT OF BEGINNING AND  
CONTAINING 2.014 ACRES MORE OR LESS.

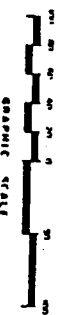
SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS AND RESERVATIONS OF  
RECORD, IF ANY.

FOR  
N.W. CORNER - TRACT 20

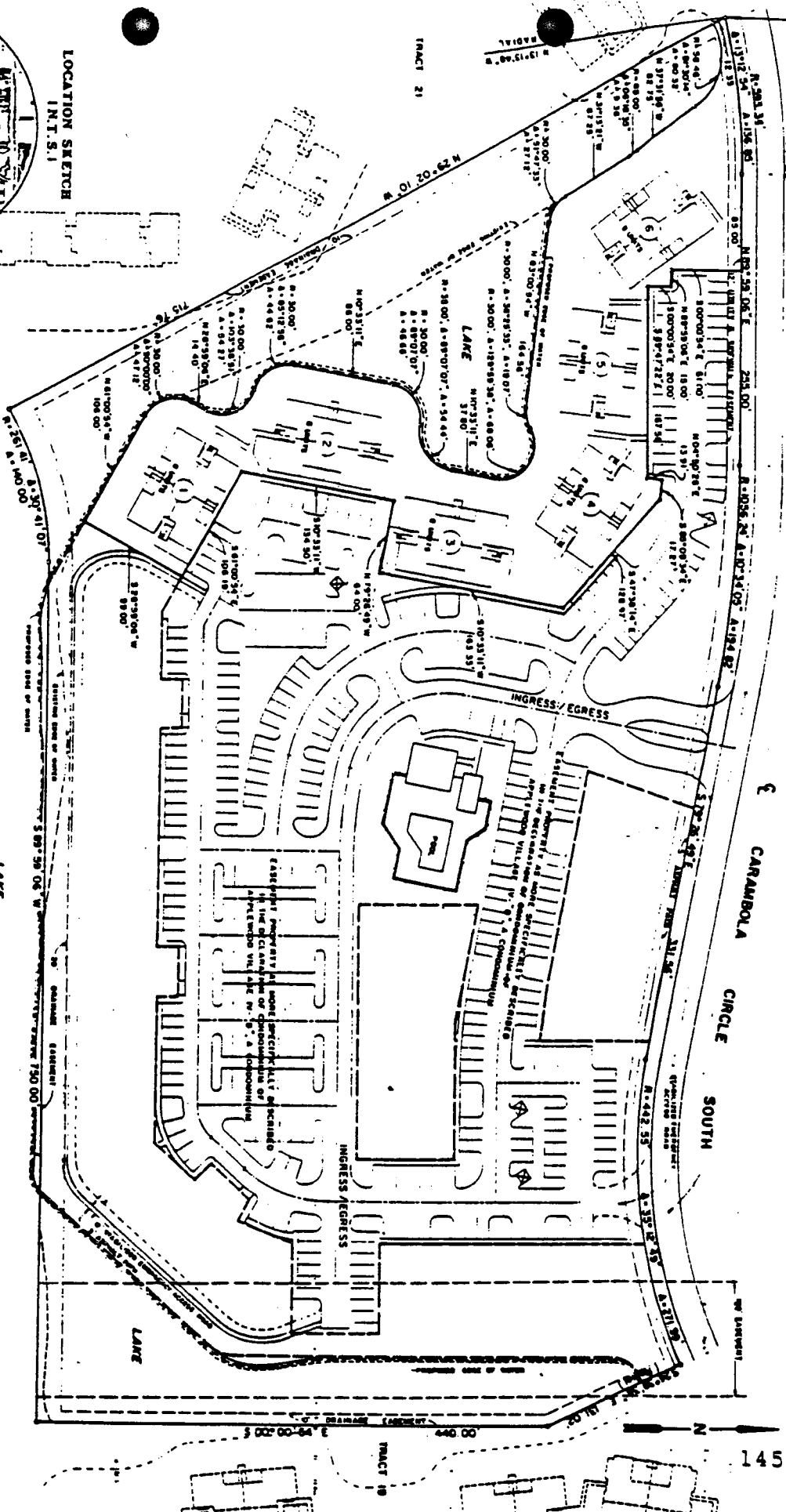


LOCATION SKETCH  
INT. S. 1

# EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF APPLEWOOD VILLAGE IV - "D" A CONDOMINIUM



GRAPHIC SCALE



CARAMBOLA  
CIRCLE  
SOUTH

145

## LEGEND

- (1) EXISTING BUILDING FOOTPRINT
- (2) PROPOSED BUILDING FOOTPRINT
- (3) EXISTING PARKING SPACE
- (4) PROPOSED PARKING SPACE
- (5) EXISTING DRIVEWAY
- (6) PROPOSED DRIVEWAY
- (7) EXISTING EGRESS
- (8) PROPOSED EGRESS
- (9) EXISTING INGRESS
- (10) PROPOSED INGRESS
- (11) EXISTING EASEMENT
- (12) PROPOSED EASEMENT
- (13) EXISTING FENCE
- (14) PROPOSED FENCE
- (15) EXISTING UTILITY
- (16) PROPOSED UTILITY
- (17) EXISTING LANDSCAPE
- (18) PROPOSED LANDSCAPE
- (19) EXISTING SIGN
- (20) PROPOSED SIGN
- (21) EXISTING LIGHT
- (22) PROPOSED LIGHT
- (23) EXISTING TREE
- (24) PROPOSED TREE
- (25) EXISTING SHrub
- (26) PROPOSED SHrub
- (27) EXISTING GRASS
- (28) PROPOSED GRASS
- (29) EXISTING PAVEMENT
- (30) PROPOSED PAVEMENT
- (31) EXISTING CURB
- (32) PROPOSED CURB
- (33) EXISTING MEDIAN
- (34) PROPOSED MEDIAN
- (35) EXISTING SIDEWALK
- (36) PROPOSED SIDEWALK
- (37) EXISTING BIKEWAY
- (38) PROPOSED BIKEWAY
- (39) EXISTING FUTURE
- (40) PROPOSED FUTURE
- (41) EXISTING REMAIN
- (42) PROPOSED REMAIN
- (43) EXISTING UNKN
- (44) PROPOSED UNKN
- (45) EXISTING OTHER
- (46) PROPOSED OTHER

NOTES:  
PARKING SHOWN HEREON IS PROPOSED  
INGRESS / EGRESS SHOWN HEREON IS PROPOSED

ENGINEERS SURVEYORS  
& PLANNERS  
CCL CONSULTANTS, INC.

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM  
APPLEWOOD VILLAGE IV - "D"

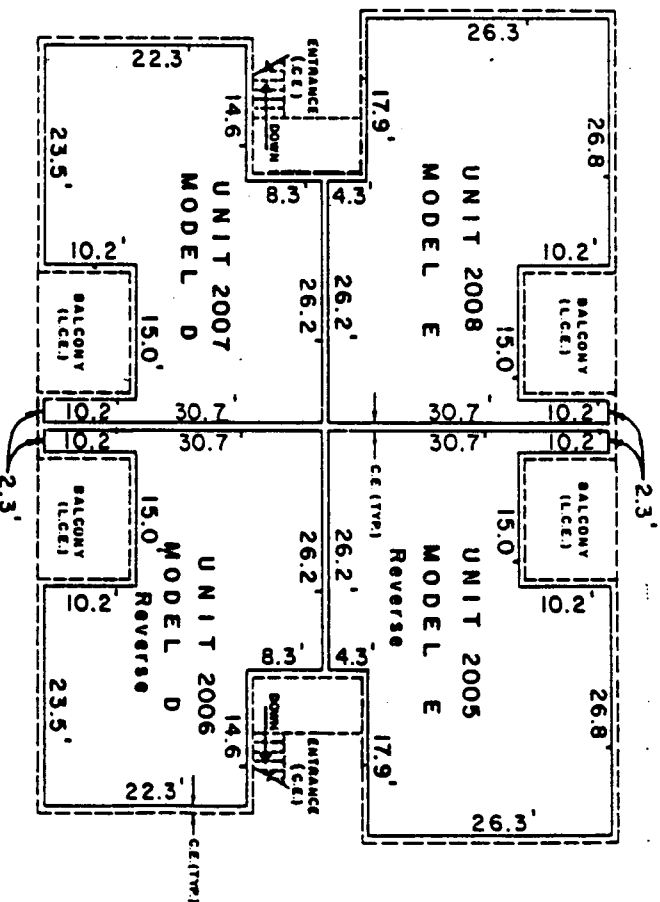
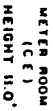
2025  
6-12-27  
5 #17



(



# BUILDING



146

## LEGEND

- |              |                                |
|--------------|--------------------------------|
| (C.C.)       | POKANTS UNIT BOURGNETS         |
| (L.C.E)      | POKANTS COMMON BLUENTS         |
| (T.M.)       | POKANTS UNITED COMMON BLUMENTS |
| (B.M.C)      | POKANTS STROOZ                 |
| (W.I.L.D.V.) | POKANTS NEW SA UNED LITANOW    |

NO	DESCRIPTION	DATE	Δ
			Δ
			Δ
			Δ

**CCCL CONSULTANTS, INC.**  
1000 HAWK CRESTAL BLVD. SUITE 200  
CHICAGO, ILLINOIS 60642  
(312) 354-2000

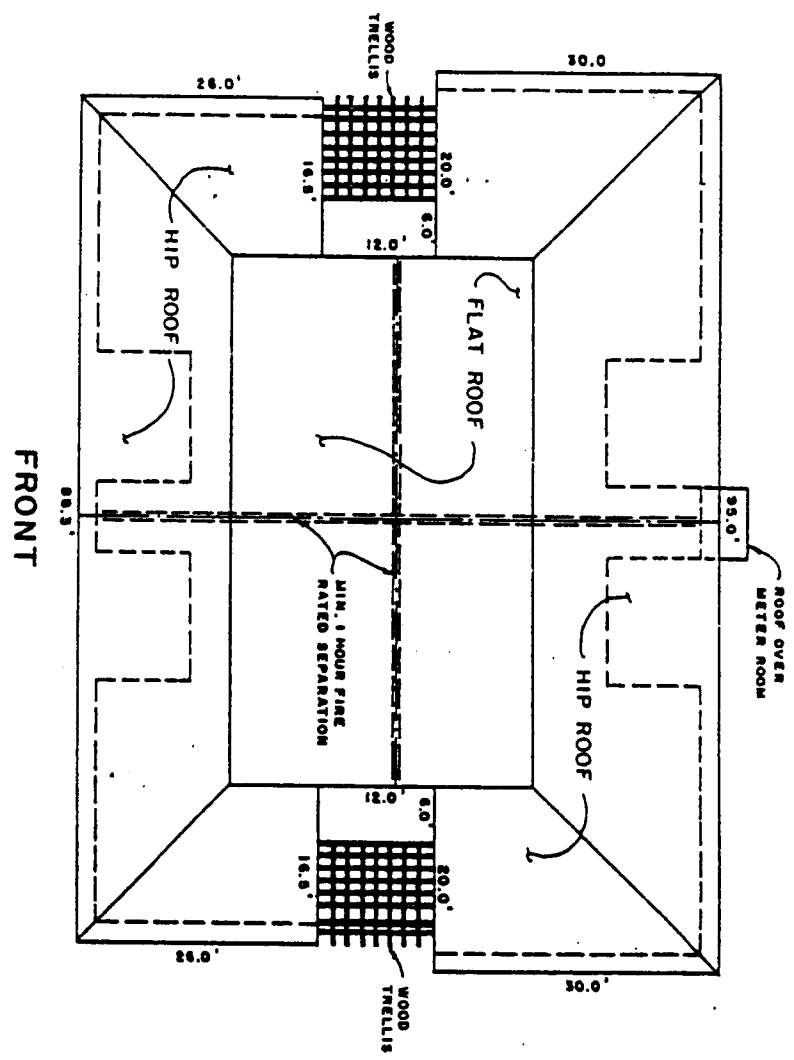
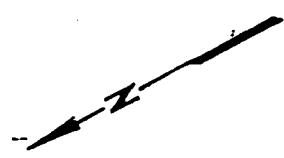
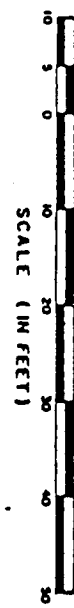
**APPLEWOOD VILLAGE IV-"D"**  
A CONDOMINIUM  
BUILDING 1  
CHICAGO, ILLINOIS 60642

**2025**  
6-11-87  
6-11-87  
6-11-87



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# EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF APPLEWOOD VILLAGE IV-"D", A CONDOMINIUM



FRONT

## ROOF PLAN

MINIMUM UPPER LIMITS OF ROOF 42.41 M.S.L. ELEV.  
MINIMUM LOWER LIMITS OF ROOF 32.41 M.S.L. ELEV.

### NOTES

1. THE PLAN IS CONSIDERED TRUE TO THE DATA FURNISHED BY THE ARCHITECT AND ENGINEER, AND THE ENGINEER HAS NOT CONDUCTED A FIELD SURVEY AND VERIFICATION OF THE DATA FURNISHED BY THE ARCHITECT.
2. ALL WALLS ARE 6" OR THICK UNLESS OTHERWISE NOTED.
3. DIMENSIONS ARE GIVEN UNLESS OTHERWISE NOTED.
4. THE DIMENSIONS ARE GIVEN UNLESS OTHERWISE NOTED.
5. THE DIMENSIONS ARE GIVEN UNLESS OTHERWISE NOTED.

### LEGEND

(C.L.)	RECORDS UNIT DIMENSIONS
(C.L.)	RECORDS COMMON DIMENSIONS
(C.L.)	RECORDS LIMITED COMMON DIMENSIONS
(C.L.)	RECORDS STRONG
(C.L.)	RECORDS WEAK
(C.L.)	RECORDS MAX. S.L. DIMENSIONS

### DESCRIPTION OF COMMON ELEMENTS

1. ALL WALLS AND ALL PORTIONS OF COMMON ELEMENTS NOT SHOWN ARE PART OF THE UNIT, AND PARTS OF THE COMMON ELEMENTS.
2. ALL WALLS SHALL BE THE PROPERTY OF THE COMMON ELEMENTS.
3. ALL WALLS SHALL BE THE PROPERTY OF THE COMMON ELEMENTS.
4. ALL WALLS SHALL BE THE PROPERTY OF THE COMMON ELEMENTS.
5. ALL WALLS SHALL BE THE PROPERTY OF THE COMMON ELEMENTS.

**CCL CONSULTANTS, INC.**

1111 1st Ave. S.W.

SEATTLE, WA 98101

TEL: 206-461-1111

FAX: 206-461-1112

WWW.CCLCONSULTANTS.COM

APPLEWOOD VILLAGE IV-"D"

A CONDOMINIUM

BUILDING 1

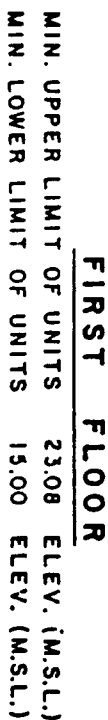
7-11-07

7-11-07



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## BUILDING 2



### LEGEND

- [illegible]

- |             |                               |
|-------------|-------------------------------|
| (C.)        | POCARTS UNIT BOLIVARTS        |
| (C.C.)      | POCARTS COMAND ELDONTS        |
| (L.C.)      | POCARTS UNITED COMAND ELDONTS |
| (SM.)       | POCARTS STROBE                |
| (SM.C.)     | POCARTS BALCON                |
| (M.L. RTV.) | POCARTS NEW SEA UNIT PLANTON  |

7	DESCRIPTION	DATE	BY
			▷
			▷
			▷

ENGINEERING SURVEYORS  
 & PLANNERS

**cc**

**C.C.I. CONSULTANTS, INC.**

1011 N. CENTRAL AVE. SUITE 2010  
ATLANTA, GA 30309

1987-88

**APPLEWOOD VILLAGE IV-D**

**A CONDOMINIUM**

**BUILDING 2**

**2025**

**6-11-87**

**8/17**



SCALE (IN FEET)

0 10 20 30 40



**BUILDING 2**

- | LEGEND      |                                    |
|-------------|------------------------------------|
| (C.C.)      | SECURITY UNIT ASSAULTERS           |
| (A.C.C.)    | SECURITY CHARGES ELEMENT           |
| (S.M.)      | SECURITY LIMITED CHARGES RETURNERS |
| (M.C.)      | SECURITY STRIKE                    |
| (M.L. N.V.) | SECURITY BACKUP                    |
|             | SECURITY WITH W.A. LINE ELEMENT    |

**CCCL CONSULTANTS, INC.**  
 1400 N. 10TH ST., SUITE 200  
 DENVER, COLORADO 80202  
 (303) 733-1100

**APPLEWOOD VILLAGE IV-D**  
 A CONDOMINIUM  
 BUILDING 2  
 6-22-87  
 9/8/87

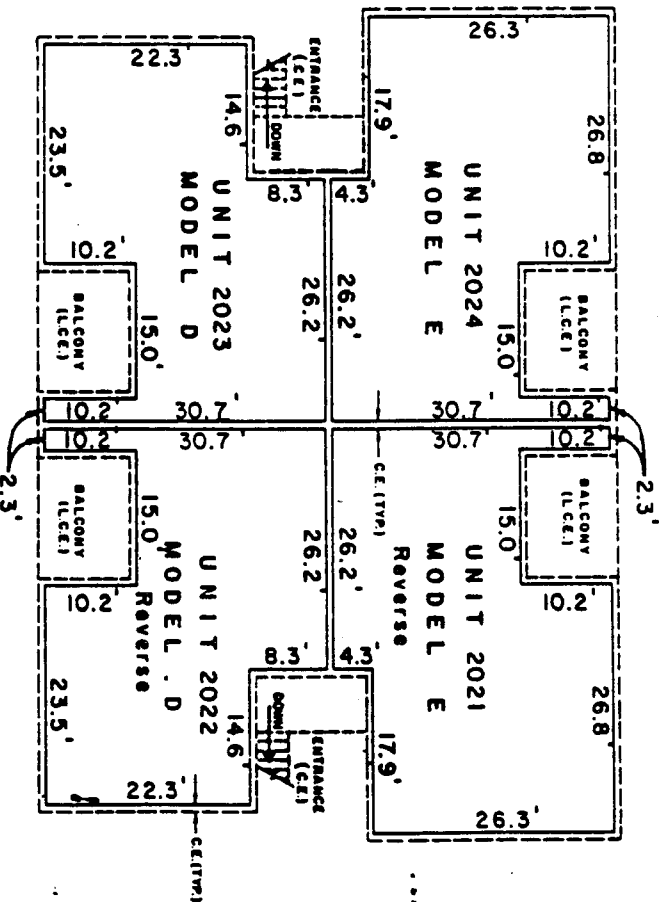
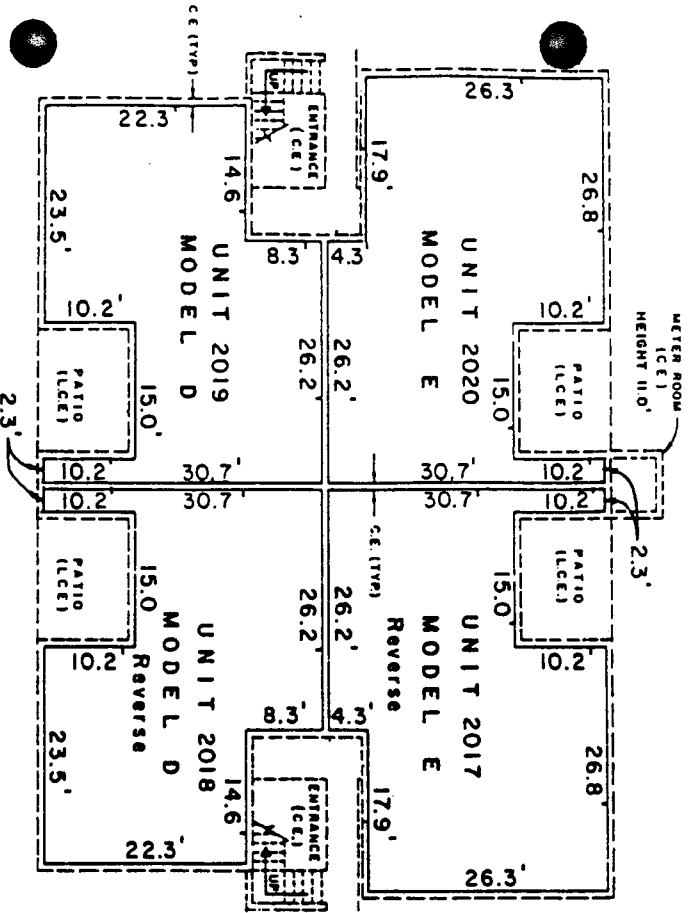


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# EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF APPLEWOOD VILLAGE IV-"D", A CONDOMINIUM

BUILDING 3



## FIRST FLOOR

## SECOND FLOOR

MIN. UPPER LIMIT OF UNITS 23.08 ELEV. (M.S.L.)  
MIN. LOWER LIMIT OF UNITS 15.00 ELEV. (M.S.L.)

MIN. UPPER LIMIT OF UNITS 32.41 ELEV. (M.S.L.)  
MIN. LOWER LIMIT OF UNITS 24.33 ELEV. (M.S.L.)

### DESCRIPTION OF COMMON ELEMENTS

- ALL LINES AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNIT AND PARTS OF THE COMMON ELEMENTS.
- ALL EXTERIOR WALLS TO THE UNITS, INCLUDING THE WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- ALL COMMON AREAS, INCLUDING ALL OTHER UNITS, ARE TO BE USED FOR THE COMMON ELEMENTS, INCLUDING ALL OTHER UNITS, ARE TO BE USED FOR THE COMMON ELEMENTS.
- THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN LIMITATIONS SET FORTH IN THE DECLARATION INCLUDING ACCESS AND EGRESS TO PUBLIC WAYS.

### NOTES

- THE PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY THE ARCHITECT, ENGINEER, AND SURVEYOR, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF CCL CONSULTANTS, INC.
- ALL WALLS ARE 6" THICK UNLESS OTHERWISE NOTED.
- DIMENSIONS (WHERE SHOWN) ARE IN FEET, ARE BASED UPON THE FINISHED GRADE, AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE.
- THE DECLARATION OF THIS CONDOMINIUM.
- THE DIMENSIONS SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

### LEGEND

- INDICATES UNIT BOUNDARIES
- INDICATES COMMON ELEMENTS
- INDICATES LIMITED COMMON ELEMENTS
- INDICATES STORAGE
- INDICATES BALCONY
- INDICATES NEW 2ND LEVEL ELEVATION
- (C.E.)
- (L.C.E.)
- (S.R.)
- (M.S.L.)
- (M.S.L. ELEV.)

NO.	DATE	REVISION
1		
2		
3		
4		

ENGINEER, SURVEYOR & PLANNER

**CCL CONSULTANTS, INC.**

1000 CENTRAL EXPRESS DRIVE, SUITE 200  
DALLAS, TEXAS 75201

APPLEWOOD VILLAGE IV-"D"  
A CONDOMINIUM  
BUILDING 3

DATE: 6-22-87  
BY: J.W.B.

110 #17



C

SCALE (IN FEET)

0 10 20 30 40




# BUILDING 3

- 1 All Used and All Portions of Commercial Property and Interests Used
- 2 for Rental and Portions of Commercial Buildings
- 3 Which Shall Not be Subjected to Service of this Writ Located
- 4 Within a State, Government Property or the Common Building
- 5 And Containing and Situated in Entirety All Other Units Used in Entirety
- 6 for Rental and Portions of Commercial Buildings
- 7 Common Building, Incorporated by Location, Construction Plans of the
- 8 Building
- 9 The Common Building are Subject to Certain Landlord's Act Form in the
- 10 Declaration of Public Access and Easements to Public Use.

[illegible]

(C)	POCARTS UNIT BOUNDMEN
(LCE)	POCARTS CROWD ELLIOTT
(SM)	POCARTS UNITED CROWD ELLIOTT
(MIL)	POCARTS STORM
(MIL ELEV)	POCARTS BLOW
	POCARTS WAVE SEA UNIT ELLIOTT

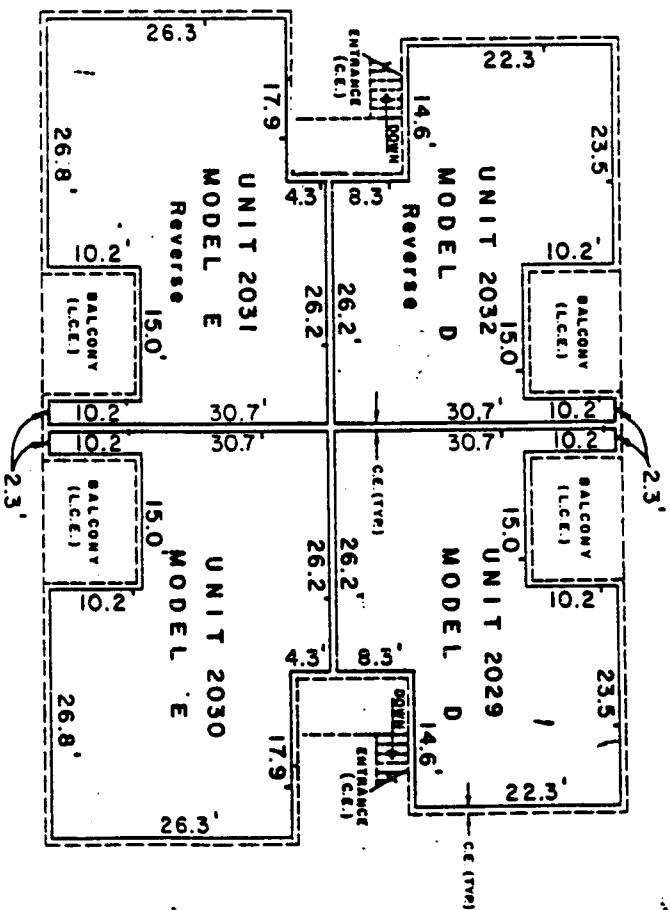
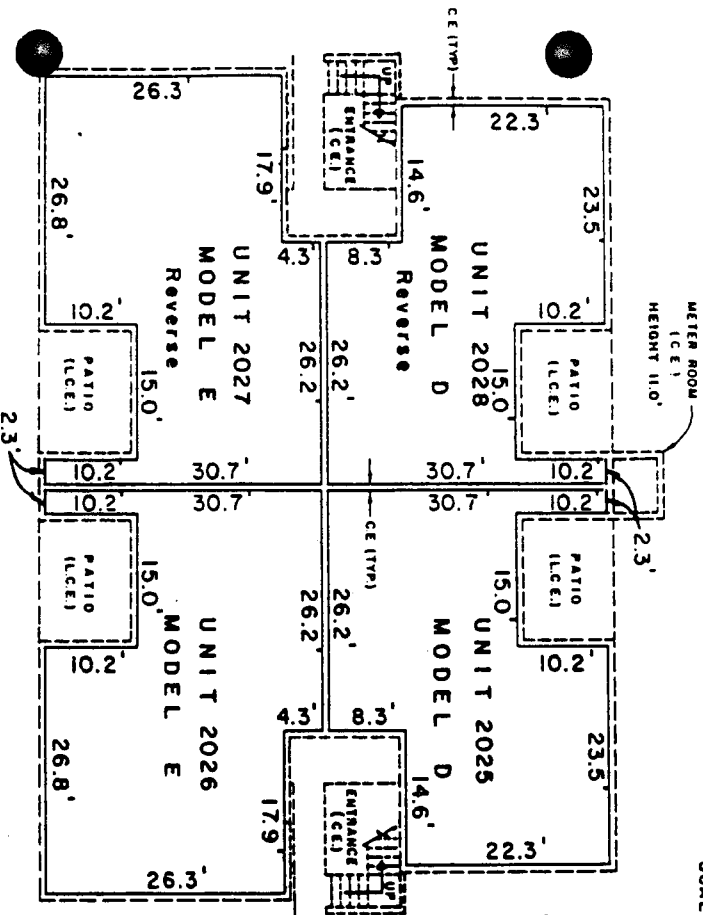
ENGINEERS, SURVEYORS & PLANNERS			
10000 W. 10th Ave., Suite 100 Richmond, BC V6V 1A9 Canada (604) 276-1600		CCL CONSULTANTS, INC.  2025	
APPLEWOOD VILLAGE IV-D A CONDOMINIUM BUILDING 1000 W. 10th Ave. Vancouver, BC		2025 6-22-87 71-417	



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# EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF APPLEWOOD VILLAGE IV-"D", A CONDOMINIUM

BUILDING 4



## DESCRIPTION OF COMMON ELEMENTS

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNIT, ARE PARTS OF THE COMMON ELEMENTS.
2. ALL BUILDINGS, WALLS TO THE EXTERIOR SURFACE OF THE WALLS LOCATED WITHIN A UNIT CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL CONDUITS AND WIRING TO UNITS, ALL OTHER UNITS, UNITS TO UNITS, AND ALL WIRING, PIPES, REFRIGERATORS OR COOLERS, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN LIMITATIONS SET FORTH IN THE DECLARATION, INCLUDING BUT NOT LIMITED TO:

## NOTES

1. THIS PLAN IS BASED UPON THE PLANS AND DATA FURNISHED BY THE ARCHITECT (PLANS) AND THE ARCHITECTURAL FIRM, APPROVED BY THE BOARD OF DIRECTORS AND THE BOARD OF DIRECTORS IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS.
2. ALL WALLS ARE 6" THICK UNLESS OTHERWISE NOTED.
3. DIMENSIONS (WHERE SPECIFIED) SHOWN IN FEET, ARE GIVEN UPON MEASUREMENT OF THE EXTERIOR SURFACE.
4. THE DIMENSIONS SET FORTH IN THE DECLARATION ARE APPROVED.

## LEGEND

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

APPROVED BY THE BOARD OF DIRECTORS

**CCL CONSULTANTS, INC.**

APPROVED BY THE ARCHITECT

**APPLEWOOD VILLAGE IV-"D"**

**A CONDOMINIUM**

**BUILDING 4**

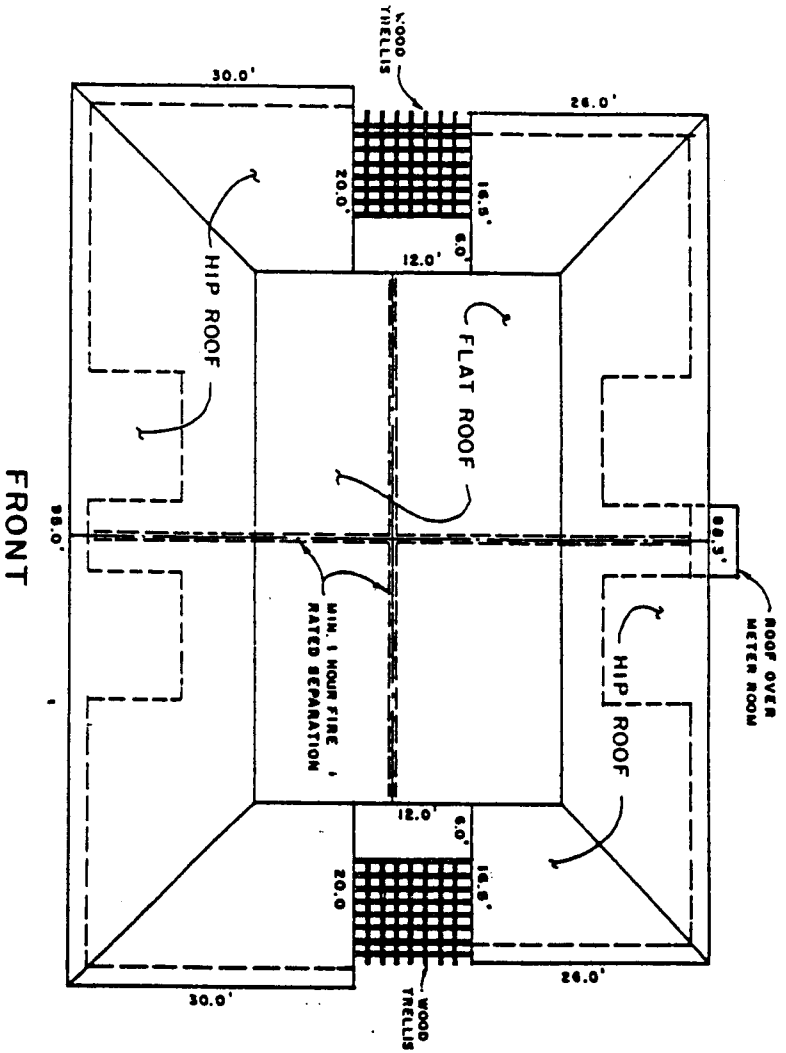
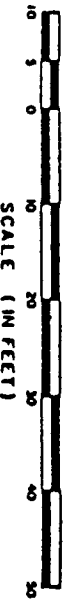
DATE: 12-87

BY: [Signature]



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# EXHIBIT 'B' TO DECLARATION OF CONDOMINIUM OF APPLEWOOD VILLAGE IV - "D", A CONDOMINIUM



FRONT

## ROOF PLAN

MINIMUM UPPER LIMITS OF ROOF 42.41 M.S.L. ELEV.  
MINIMUM LOWER LIMITS OF ROOF 32.41 M.S.L. ELEV.

### NOTES

1. THE PLAN IS BASED ON THE PLANS AND DATA PROVIDED BY THE ARCHITECT AND ENGINEER, AND THE CONSULTANTS, INC.
2. ALL WALLS ARE 6" THICK UNLESS OTHERWISE NOTED.
3. DIMENSIONS (INCHES) SHOWN IN P.E.T. ARE BASED UPON MEAN SEA LEVEL DATUM.
4. FOR FURTHER INFORMATION REGARDING DIMENSIONS OF THIS PLAN, REFER TO THE DECLARATION OF THE CONDOMINIUM.
5. THE DIMENSIONS SET FORTH IN THE DECLARATION ARE INCORPORATED.

### LEGEND

- |                |                                    |
|----------------|------------------------------------|
| (C.I.)         | INDICATES UNIT BOUNDARIES          |
| (L.C.E.)       | INDICATES COMMON ELEMENTS          |
| (S.M.)         | INDICATES UNITED COMMON ELEMENTS   |
| (S.M.C.)       | INDICATES STORAGE                  |
| (S.M.C.)       | INDICATES BALCONY                  |
| (M.S.L. ELEV.) | INDICATES MEAN SEA LEVEL ELEVATION |

BUILDING 4

**ENGINEER, SURVEYOR & PLANNER**

**CCL CONSULTANTS, INC.**

100 EAST BROAD STREET, SUITE 1000  
CHICAGO, ILLINOIS 60601 (312) 467-1000

APPLEWOOD VILLAGE IV - "D"  
A CONDOMINIUM

BUILDING 4

DATE: 6-22-87  
BY: J/S P/17

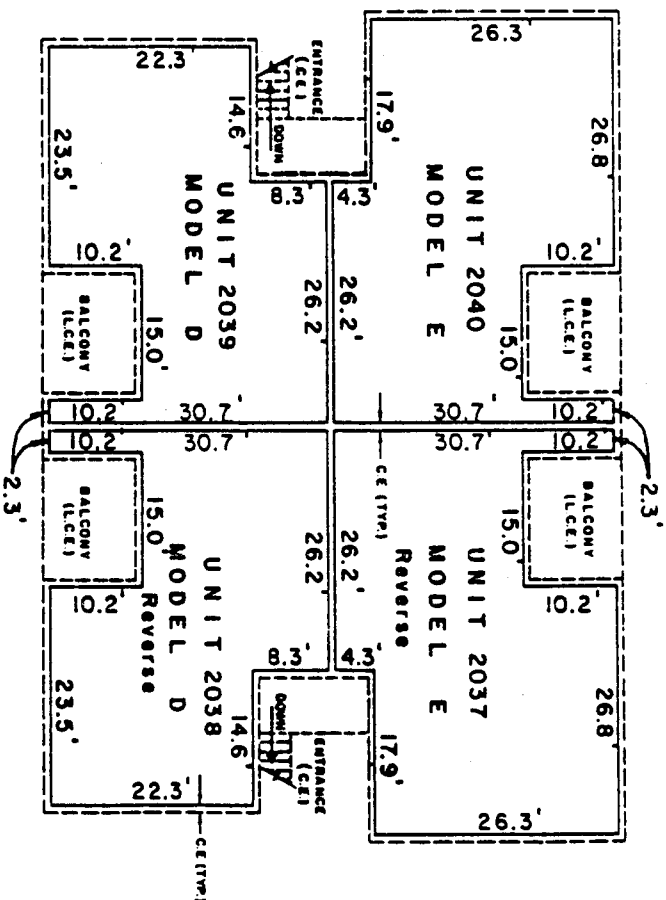


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## BUILDING 5

**EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF**



## SECOND FLOOR

MIN. UPPER LIMIT OF UNITS	32.41	ELEV. (M.S.L.)
MIN. LOWER LIMIT OF UNITS	24.53	ELEV. (M.S.L.)

## NOTES

- [illegible]

(C.E.)	POCANTS COMMON ELEMENTS
(L.C.E.)	POCANTS LIMITED COMMON ELEMENTS
(SM.)	POCANTS STORAGE
(P.A.C.)	POCANTS BUILDING
(P.S.L. NAV.)	POCANTS NEW SEA LINE EVOLUTION

DATE	TIME	LOCATION	REMARKS
10/10/2018	10:00	100m	100m
10/10/2018	10:00	100m	100m
10/10/2018	10:00	100m	100m

**C.C.I. CONSULTANTS, INC**

# APPLEWOOD VILLAGE IV-D

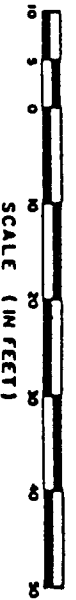
## A CONDOMINIUM

## BUILDING

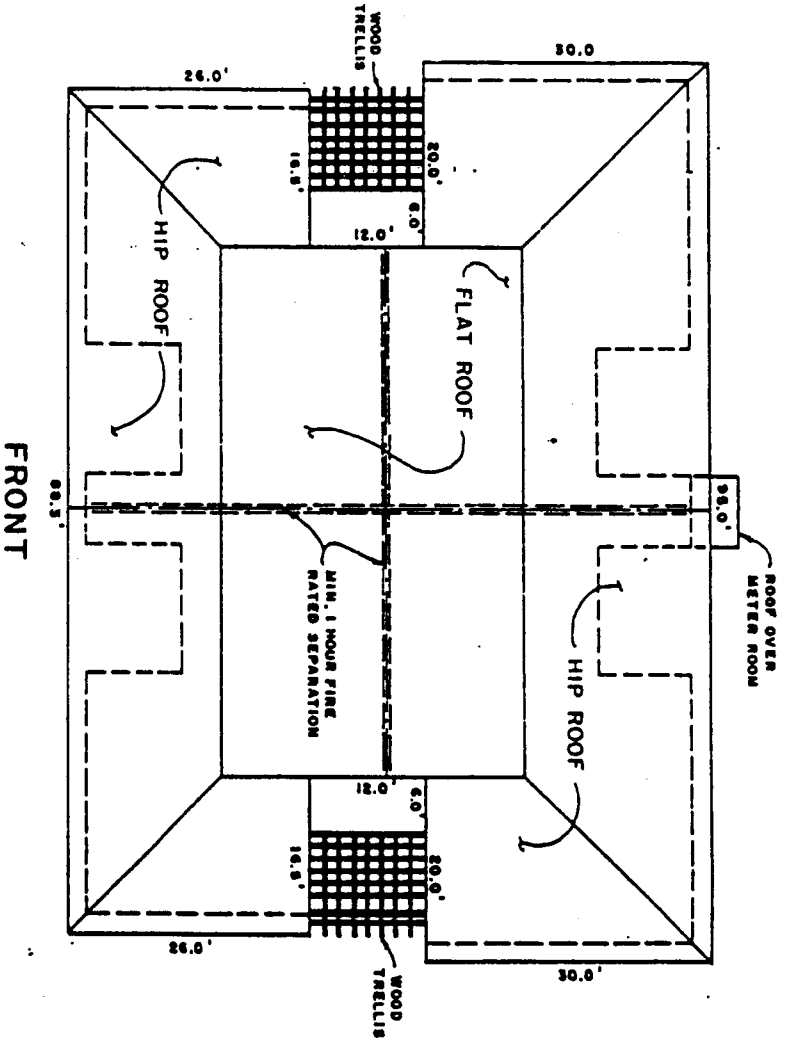
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# EXHIBIT 'B' TO DECLARATION OF CONDOMINIUM OF APPLEWOOD VILLAGE IV "D", A CONDOMINIUM



155



## ROOF PLAN

MINIMUM UPPER LIMITS OF ROOF 42.41 M.S.L. ELEV.  
MINIMUM LOWER LIMITS OF ROOF 32.41 M.S.L. ELEV.

BUILDING 5

### DESCRIPTION OF COMMON ELEMENTS

1. ALL LAND AND ALL PORTIONS OF ADJACENT PROPERTY NOT OTHERWISE SHOWN ARE PART OF THE COMMON ELEMENTS.
2. ALL BUILDINGS SHALL BE THE PROPERTY OF THE COMMON ELEMENTS.
3. ALL UTILITIES, INCLUDING BUT NOT LIMITED TO, WATER, SEWER, GAS, AND ELECTRICITY, SHALL BE THE PROPERTY OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN EASEMENTS SET FORTH IN THE DECLARATION INCLUDING EASEMENTS AND POWERS TO PLACE SIGNS.

### NOTES

1. THE PLAN IS CONSIDERED TRUE TO THE BEST OF THE ENGINEER'S KNOWLEDGE AND BELIEF, BUT IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION OR DATA FURNISHED BY THE CLIENT OR ANY OTHER PARTY.
2. ALL WALLS ARE 6" MIN. THICK UNLESS OTHERWISE NOTED.
3. DIMENSIONS (FLOOR TO FLOOR) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
4. THE FINISHED FLOORING, CEILING, AND OTHER FINISHES, REFER TO THE DECLARATION OF THE COMMONS.
5. THE DIMENSIONS SET FORTH IN THE DECLARATION ARE BY THE DESIGNER.

### LEGEND

(C.E.)	COMMON ELEMENTS
(U.C.E.)	UNITS COMMON ELEMENTS
(U.M.)	UNITS MAINTENANCE
(U.C.)	UNITS COMMON ELEMENTS
(U.S.L. ELEV.)	MEAN SEA LEVEL ELEVATION

APPROVED BY: [Signature]

CCL CONSULTANTS, INC.

APPLEWOOD VILLAGE IV "D"

A CONDOMINIUM

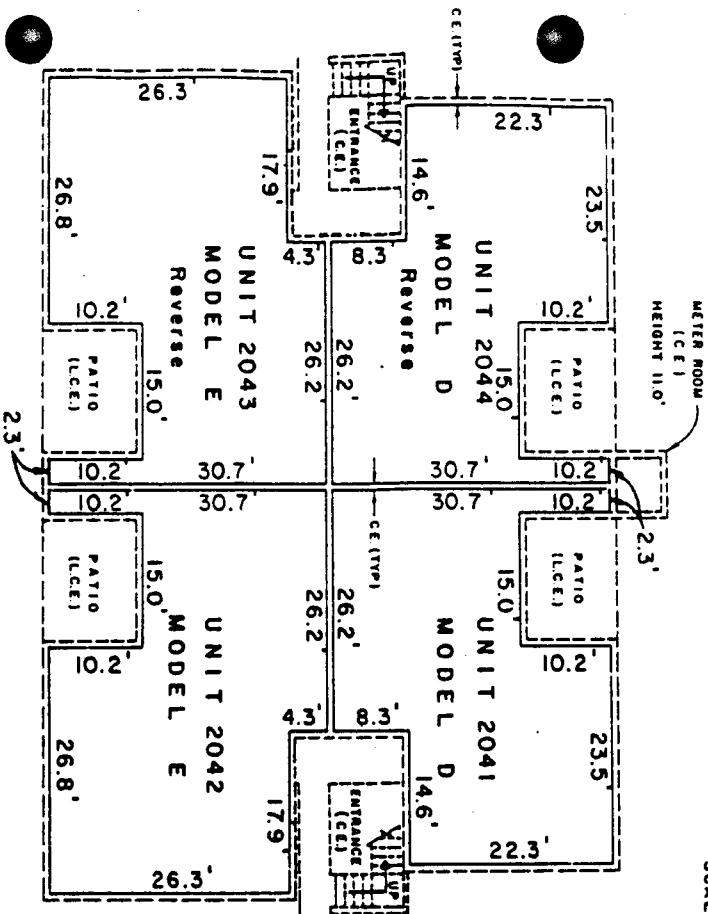
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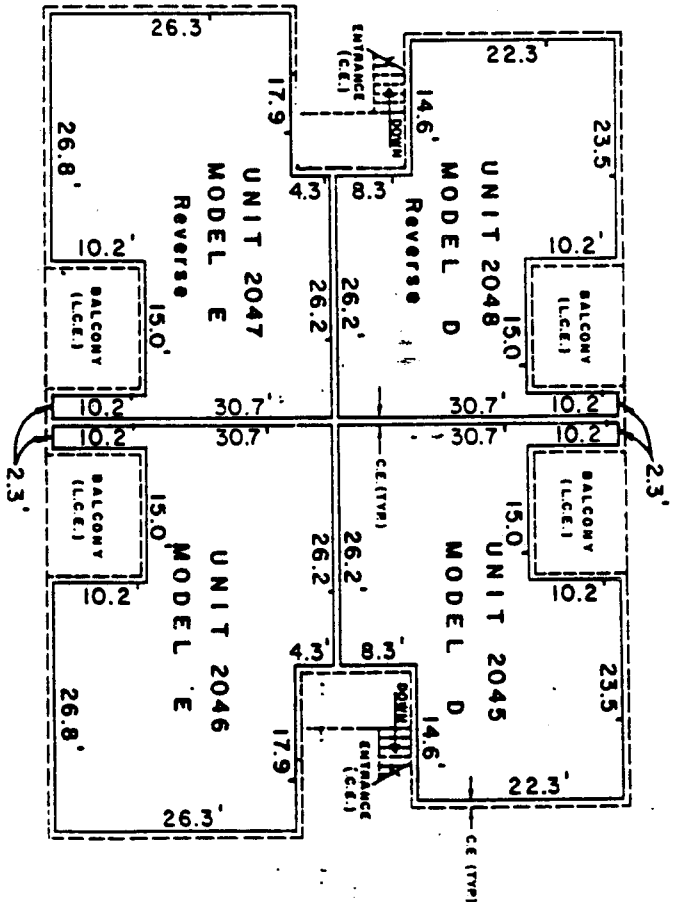
# EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF APPLEWOOD VILLAGE IV-"D", A CONDOMINIUM

BUILDING 6



## FIRST FLOOR

MIN. UPPER LIMIT OF UNITS 23.08 ELEV. (M.S.L.)  
MIN. LOWER LIMIT OF UNITS 15.00 ELEV. (M.S.L.)



## SECOND FLOOR

MIN. UPPER LIMIT OF UNITS 32.41 ELEV. (M.S.L.)  
MIN. LOWER LIMIT OF UNITS 24.33 ELEV. (M.S.L.)

### DESCRIPTION OF COMMON ELEMENTS

- ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT WITHIN ANY UNIT OR UNIT, ARE PARTS OF THE COMMON ELEMENTS.
- ALL BUILDING WALLS TO BE LOCATED SURFACE OF AND WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
- ALL COMMON AREAS AND SPACES TO INCLUDE ALL OPEN AREAS TO BE USED BY THE COMMON ELEMENTS.
- THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN STANDARDS SET FORTH IN THE DECLARATION INCLUDING STANDARDS AND CODES TO BE FOLLOWED.

### NOTES

- THE PLAN IS COMPILED FROM PLANS AND DATA SUBMITTED BY THE ARCHITECT (CCL CONSULTANTS, INC.) AND IS NOT TO BE USED FOR CONSTRUCTION OF THE BUILDING WITHOUT THE ARCHITECT'S PERMISSION.
- ALL WALLS ARE 8" THICK UNLESS OTHERWISE NOTED.
- ALL COMMON AREAS AND SPACES TO BE USED BY THE COMMON ELEMENTS.
- FOR FURTHER INFORMATION REGARDING STANDARDS OF THIS UNIT, REFER TO THE DECLARATION OF THE CONDOMINIUM.
- THE DECLARATION SET FORTH IN THE DECLARATION ARE INCORPORATED HEREIN.

### LEGEND

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

NO.	DATE	REVISION
1		
2		
3		
4		
5		

DESIGNED BY: CCL CONSULTANTS, INC.

DATE: 10-22-87

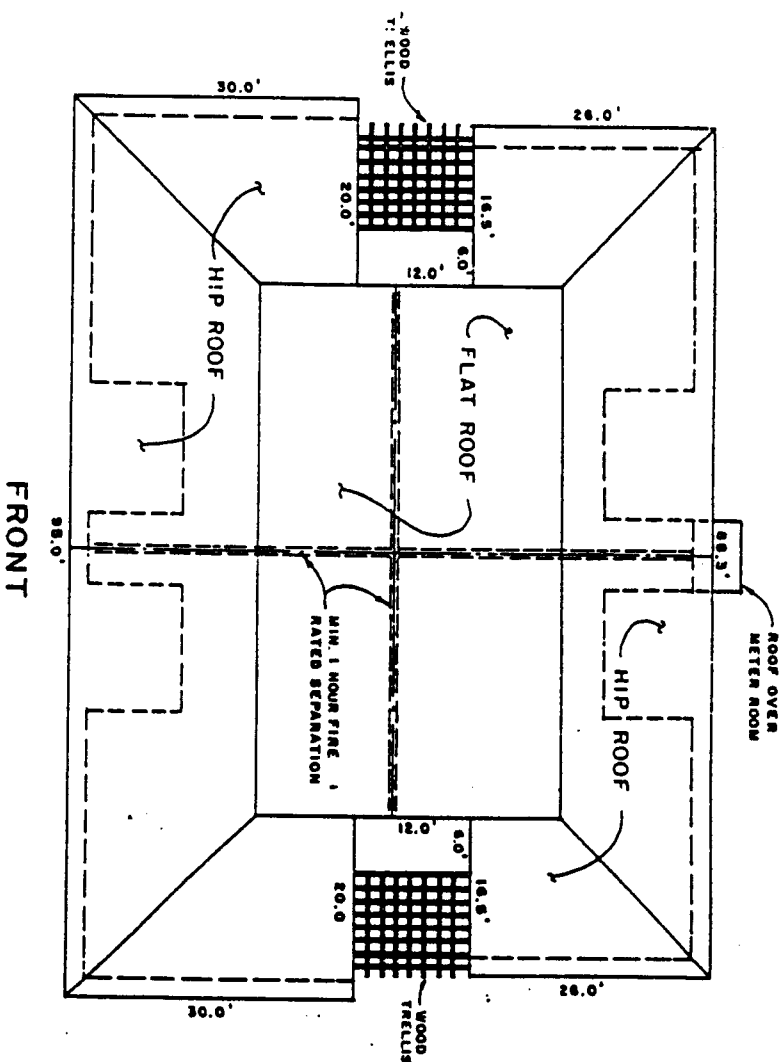
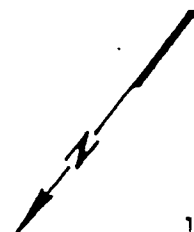
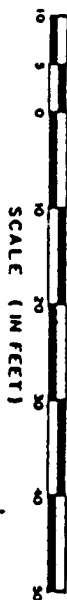
PROJECT: APPLEWOOD VILLAGE IV-"D" A CONDOMINIUM

BUILDING: 6

10/27



# EXHIBIT "B" TO DECLARATION OF CONDOMINIUM OF APPLEWOOD VILLAGE IV-"D", A CONDOMINIUM



## ROOF PLAN

MINIMUM UPPER LIMITS OF ROOF 42.41 M.S.L. ELEV.  
MINIMUM LOWER LIMITS OF ROOF 32.41 M.S.L. ELEV.

### DESCRIPTION OF COMMON ELEMENTS

1. ALL LAND AND ALL PORTIONS OF CONDOMINIUM PROPERTY NOT SHOWN ARE PART OF UNIT AND PARTS OF THE COMMON ELEMENTS.
2. ALL BUILDING WALLS TO THE EXTERIOR SURFACE OF THE WALLS LOCATED WITHIN A UNIT, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
3. ALL ROOFS AND ROOF STRUCTURES, INCLUDING ALL ROOF DRAINAGE SYSTEMS, CONSTITUTE PARTS OF THE COMMON ELEMENTS.
4. THE COMMON ELEMENTS ARE SUBJECT TO CERTAIN LIMITATIONS SET FORTH IN THE DECLARATION INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

### NOTES

1. THIS PLAN IS BASED UPON THE PLANS AND DATA SUBMITTED BY THE APPLICANT, AND THE APPLICANT'S REPRESENTATIONS AS TO THE ACCURACY OF SUCH INFORMATION ARE SOLELY HIS OWN.
2. ALL WALLS ARE 6.0" THICK UNLESS OTHERWISE NOTED.
3. ELEVATIONS (FINISH GRADE) SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
4. THE FURTHER INFORMATION REGARDING THE ROOFS OF THIS UNIT, REFER TO THE DECLARATION OF THE CONDOMINIUM.
5. THE DIMENSIONS SET FORTH IN THE DECLARATION ARE NOT TO BE DEVIATED.

### LEGEND

(C.I.)	INDICATES UNIT BOUNDARIES
(C.E.)	INDICATES COMMON ELEMENTS
(S.M.)	INDICATES LIMITED COMMON ELEMENTS
(W.C.)	INDICATES WALLS
(W.C.)	INDICATES WALLS
(M.S.L. ELEV.)	INDICATES MEAN SEA LEVEL ELEVATION

BUILDING 6

CCL CONSULTANTS, INC.	
APPLEWOOD VILLAGE IV-"D" A CONDOMINIUM	
6-21-87 17-87	17-87



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EXHIBIT "9"

-to-

OFFERING CIRCULAR

FLOOR PLANS

158A

3171R/9



## VILLAGE SITE PLAN

CARAMBOLA CIRCLE SOUTH



**LAKE**

**Resende Village VII**  
**(ongoing)**

158B

**Applewood Villa  
(cont'd)**

**LAKE**

**TRADEWINDS PARK  
NATURAL FOREST PRESERVE**



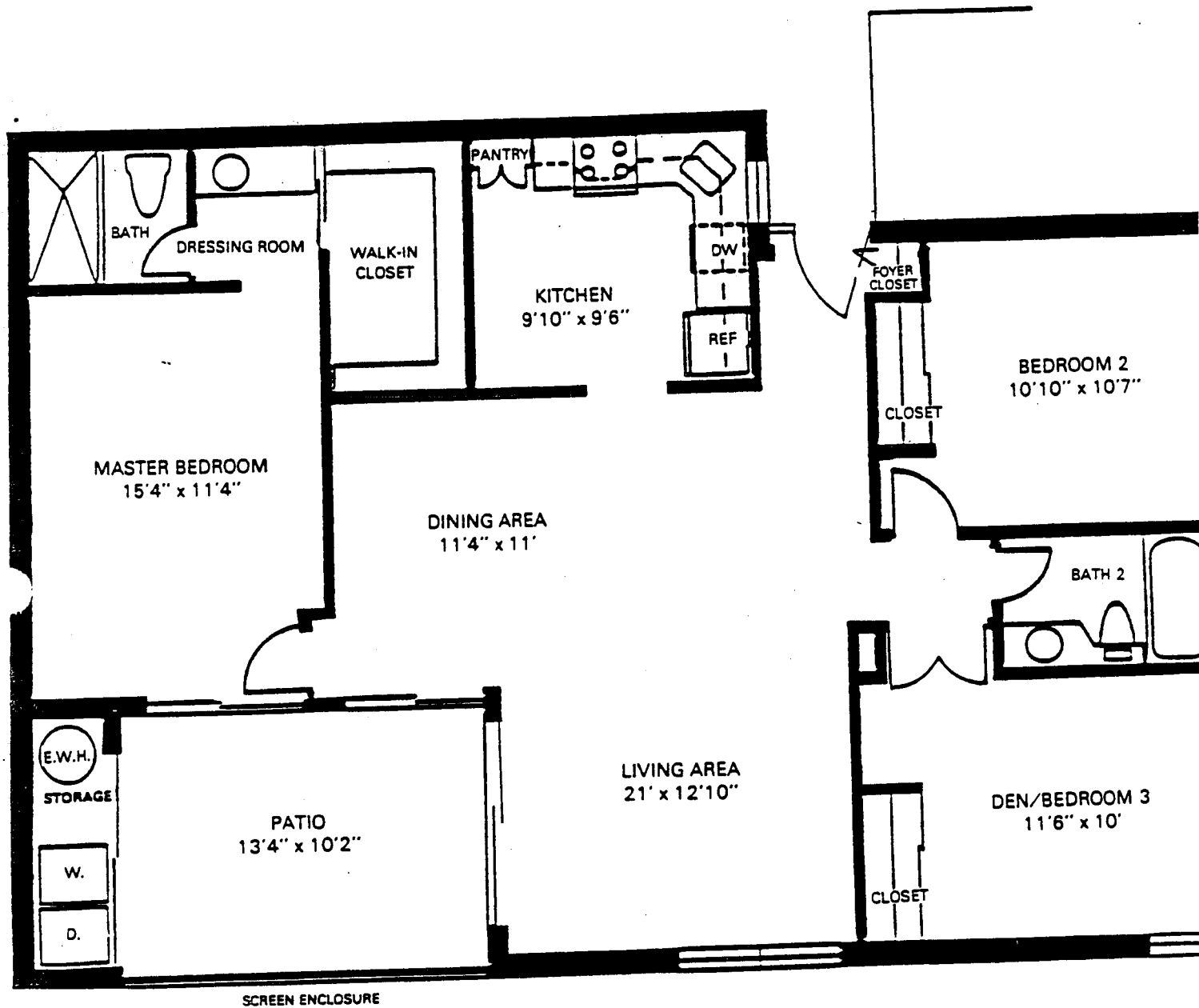
**Subject to change without notice**



(

# The Presidential Series

## Terrace Garden Home



**Model E**  
3 Bedroom, 2 Bath  
Living Area (including Screened Patio) 1375 Sq. Ft.

159



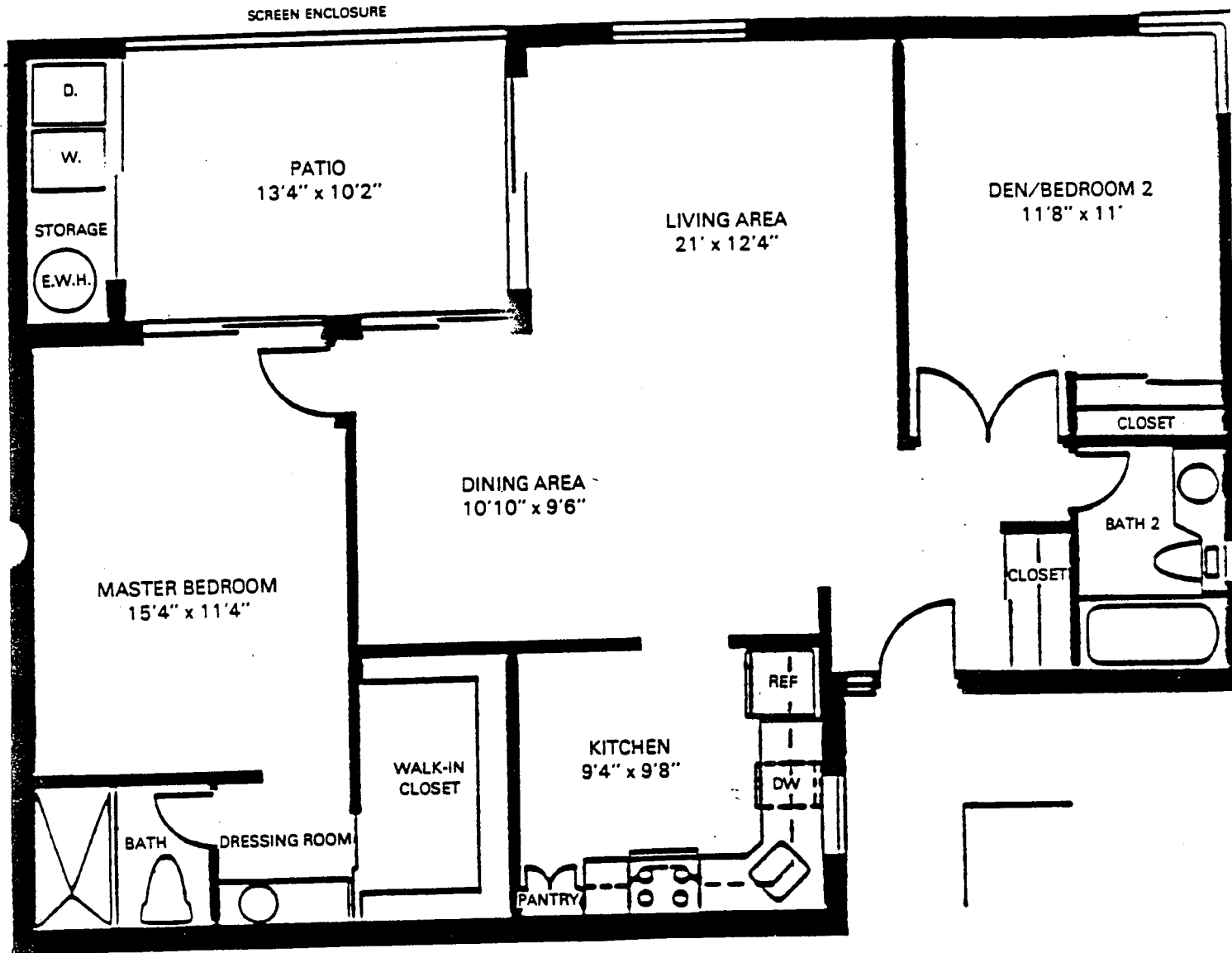
All dimensions, specifications and features are approximate and subject to change without notice.



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# The Presidential Series

## Terrace Garden Home



**Model D**  
2 Bedroom, 2 Bath  
Living Area (including Screened Patio) 1233 Sq. Ft.



(



# Private Village Clubhouse

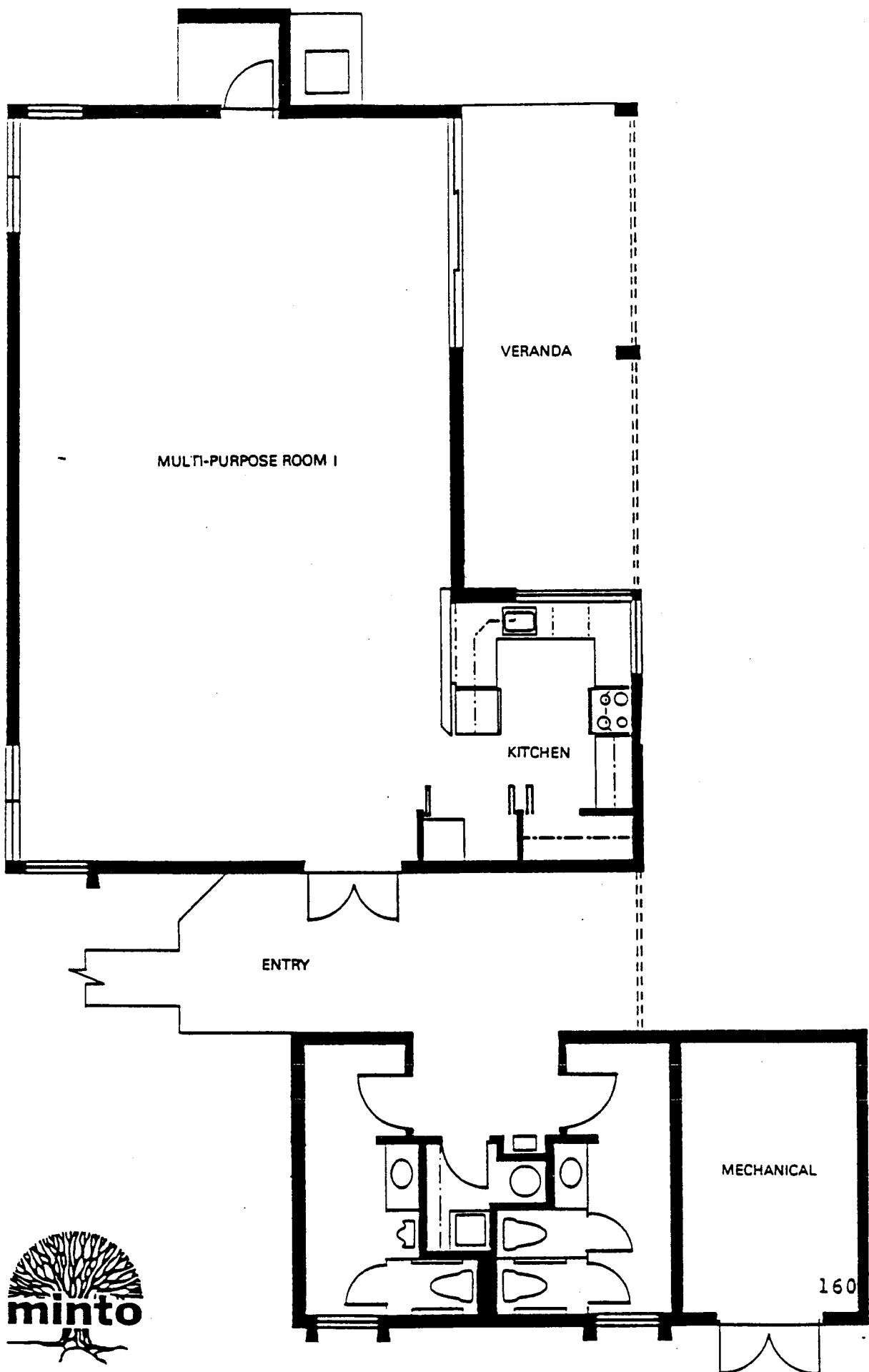




EXHIBIT "10"

-to-

OFFERING CIRCULAR

MANAGEMENT AGREEMENTS

CONDOMINIUM MANAGEMENT AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 1987, by and between APPLEWOOD VILLAGE IV CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "Association"), and TOWNSHIP MANAGEMENT SERVICES, INC., a Florida corporation (hereinafter referred to as "Manager").

W I T N E S S E T H:

WHEREAS, the Association is the governing body for each condominium ("Condominium(s)") comprising Applewood Village IV Condominium Project (the "Project") located in Broward County, Florida; and

WHEREAS, the Association desires to designate a managing agent for each Condominium and the Project; and

WHEREAS, the Manager is willing to act as managing agent for each Condominium and the Project upon the terms and conditions set forth hereinafter

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Association hereby appoints the Manager and Manager hereby accepts the appointment upon the terms and conditions provided for in this Management Agreement.

2. The management provided for herein shall be exclusively performed by the Manager subject to review, direction, control and supervision of the Association.

3. Term: The term of this Agreement shall be one year, commencing on the date of the closing of the first Unit in a Condominium. Notwithstanding anything contained herein to the contrary, the Association shall have the right to terminate this Agreement pursuant to provisions contained in Chapter 718, Florida Statutes, and Manager shall have the right to terminate this Agreement at any time upon THIRTY (30) DAYS prior notice to the Association.

4. Services of Manager: The Manager agrees to manage the condominium property of each Condominium and other property of the Association ("Condominium Property") on behalf of the Association in a diligent manner and to enter into such

contracts and agreements as the Manager on behalf of the Association may deem necessary in the performance of the following powers and duties:

A. To hire, supervise, pay and discharge all personnel necessary to properly administer the Association and operate and maintain each Condominium, consistent with the approved budget. All such personnel shall be employees of the Association (not the Manager), and all compensation for the services of such employees shall be considered an expense of the Association. Manager may discharge with or without cause any such personnel hired pursuant to this paragraph.

B. To cause the Common and Limited Common Elements to be maintained, repaired, and replaced as set forth in each Declaration, including repairs and alterations to plumbing, electrical work, carpentry, painting, decorating, and all other incidental alterations or changes therein as may be proper. Ordinary repairs, replacements or alterations that are not budgeted for and approved by the Association; shall be made only with the prior written approval of the Association, however, emergency repairs, immediately necessary for the preservation or safety of the Condominium Property or for the safety of unit owners, tenants or other persons, or required to avoid suspension of any necessary service in or about the Condominium Property, may be made by the Manager without the prior approval of the Association.

C. To assist the Association in causing all acts and things to be done in or about each Condominium as is necessary to comply with any and all orders or violations effecting the premises, placed thereon by any governmental authority having jurisdiction thereof.

D. To collect and receive in trust for the Association all monies payable pursuant to each Declaration, By-Laws and Articles of Incorporation by the unit owners of each Condominium or others and to deposit same in one or more bank accounts selected by Manager.

E. To bill unit owners for common expenses and use its best efforts to collect same. In this regard, the Association hereby authorizes the Manager to make demand for all regular and special assessments and other charges which may be due the Association. Collection procedures shall be through the United States Postal Service, and Manager shall under no circumstances be required to engage in any form of personal collection procedure. Manager is not authorized nor expected to file lawsuits in connection with the duties set forth in this paragraph.

F. To maintain all records on behalf of the Association incident to management of the Condominium Property by Manager. Such records shall be sufficient to describe all expenses and receipts incident to management of the Condominium Property and the source thereof, which records need not be audited.

G. To specify duties and arrange for preparation of work schedules as may be necessary to direct the activities of the persons employed to work at the property and to provide such supervision as may be reasonably necessary in Manager's opinion to verify the adequacy with which such duties and the work is being performed.

H. To arrange for the supply of all necessary services to each Condominium, including but not limited to, landscape maintenance, utility services, ordinary repairs, disposal of waste, and any supervision and maintenance necessary in connection with any recreational facilities which are the obligation of the Association. Notwithstanding anything contained herein to the contrary, Manager shall not be responsible for arranging the supply of any service necessary to an individual Condominium unit or units.

I. To assist the Association in maintaining, managing, supervising and directing the recreational facilities operated by the Association for the use of its members; to enforce rules and regulations concerning the use thereof; and generally to do all things necessary and appropriate for the beneficial use of such facilities, subject to the direction of the Association.

J. To prepare and submit annually to the Association a recommended operating budget setting forth the anticipated income and expenses of each Condominium and the Association for the ensuing year, and to notify unit owners of the annual assessments of common expenses as determined by the Board of Directors of the Association as more particularly set forth in the By-Laws of the Association. Manager shall submit one or more supplemental budgets upon request of the Association, or whenever in the opinion of Manager, any change from the expenditures forecast in the annual budget makes it desirable to do so.

K. To solicit, analyze and compare bids and negotiate contracts for execution by the Association for the services of contractors for garbage and trash removal, vermin extermination and other services; assist the Association in purchasing all tools, equipment and supplies which shall be necessary to properly maintain and operate each Condominium; and make all other contracts and purchases in furtherance of the duties of Manager as set forth herein.

L. To assist the Association in arranging for insurance coverages and any appraisals in connection therewith as may be required by each Declaration and By-Laws; provided, however, that Manager shall not be liable for any claim which is due for the failure to maintain adequate insurance. The Association shall authorize Manager to arrange for comprehensive liability insurance on the Condominium Property with limits established by the Board of Directors, and further agrees that Manager shall be named as an insured party along with the Association as their interests may appear in any such policy or policies which shall also provide protection against any claims for personal injury, death, or property damage or loss for which either the Association or the Manager might be held liable as a result of their respective obligations. The Association further agrees, if so requested by Manager, to provide the Manager with a certificate of insurance and respect any such policy which shall include an undertaking that the insurer will provide the Manager with at least TEN (10) DAYS prior written notice of cancellation or any material change in the provisions of any such policy.

M. To take whatever action may be directed by the Board of Directors to enforce the terms of the Act or each Declaration or the By-Laws or any rules and regulations or amendments to any of the foregoing which may be enforced from time to time; to assist the Association in retaining the employment of attorneys, accountants, and such other experts and professionals whose services the Manager may reasonably require to effectively perform its duties hereunder.

N. To prepare monthly operating and cash position statements and statement of replacement reserve account. The Manager shall also analyze and compare operating receipts and disbursements against the currently adopted budget.

5. Attendance of Meetings by Manager: The Manager will cause a representative of its organization to attend, if so requested, a meeting of the Board once a month provided such attendance is of reasonable duration at any such meeting held upon not less than Five (5) Working Days' advance notice on a weekday or evening excepting statutory holidays. Manager's representative will also attend the annual meeting of the unit owners and, if so requested, arrange at the expense of the Association for the reproduction and distribution of notices and all other information relevant to any such meetings. A representative of the Manager shall, upon not less than Twenty-Four (24) Hours' notice, attend any other meetings of the Association as requested, provided that the Association shall pay the Manager Thirty-Five Dollars (\$35.00) per hour for the representative's attendance at each meeting, except in an emergency situation determined to be such by both the Association and the Manager.

6. Instructions to Manager: The parties acknowledge that the Manager is responsible to the entire Association and the Board of Directors in the performance of its duties. The parties further acknowledge that the Manager will more effectively be able to perform its duties as set forth herein and best serve the Association if a single individual is designated by the Board to act as spokesperson on behalf of the Board with Manager on any matter relating to management of the Condominium. In this regard, it is agreed that in the absence of any other designation by the Board, the Association may rely exclusively upon the directions or instructions by the President to Manager and that such directions or instructions shall be conclusively presumed to be in furtherance of a decision of the Board of Directors, made at a duly called or constituted meeting.

7. Capital Improvements and Major Repairs: In the event the Association wishes to engage the Manager as supervisor for any capital improvements or major repairs, the compensation to Manager for such supervisory services shall be determined at the time such services are sought, based on the extent of such services required for the capital improvement or major repair.

8. Payment of Expenses by Manager: The Manager shall, without prior notice to or authorization from the Association, pay all expenses and fees incident to the operation and management of the Association and each Condominium from such funds held by the Manager on behalf of the Association. In the event there are insufficient funds held by Manager with which to pay any expenditure, the Manager may, but not be required to, advance its own funds to cover such deficit, in which case the Association shall be required to repay such amount together with interest at the highest rate permitted by law. However, since the costs incurred by Manager in performance of its duties are anticipated to be paid out of Association funds, no routine reimbursement is contemplated; reimbursement for non-routine expenditures shall be as above set forth.

9. Management Fees: The Association agrees to pay to the Manager as compensation for the management services to be rendered hereunder a fee of \$10.00 per unit per month based upon the total number of units within any Condominium in the Project existing at the end of the preceding month for which a certificate of occupancy has been issued. The Manager is hereby authorized to deduct compensation as set forth herein from funds held by Manager on behalf of the Association. The Association shall pay any deficiency upon demand. The Manager's fee is in addition to any expenses incurred by Manager in the performance of its services hereunder, and the Association shall reimburse Manager for such expenses immediately upon demand of Manager.



10. Adjustment of Management Fee: The above monthly and yearly management fee per unit will be subject to increase upon the renewal of this Agreement as follows:

During each renewal term of this Agreement, the parties shall agree upon an adjustment of the management fee specified above. In the event that parties fail to agree upon a modification of said management fee prior to expiration of the existing term of this Agreement, this Agreement shall not continue after said existing term.

It is acknowledged that the management fee covers only those normal and predictable management services which have been stipulated throughout this Agreement. The Manager will provide further services which may be of an occasional nature, as may from time to time be required by the Association. The Manager shall not be required to provide any such special services unless its compensation is mutually agreed upon in advance based upon the understanding that such compensation shall recognize the total cost to Manager providing such services, including all direct, indirect and overhead costs. Such services include:

A. Attendance, involvement and/or preparations in connection with meetings of directors and/or unit owners beyond those stipulated in paragraph "5."

B. Reproduction and distribution costs whenever the Association requests that duplicate information and/or reports be provided to anyone other than the Association's representative to whom they would normally report under the circumstances which pertain in each instance.

C. Arrangements for registration and/or discharge of liens.

D. Verification of registration in the appropriate land title offices as may be requested by the Association and/or required by its Declaration and By-Laws.

E. Court appearances resulting from complaints made pursuant to instructions of the Association to control the improper parking of automobiles.

F. Any necessary reaction to union activities.

G. Arranging for any major repairs and/or reconstruction.

H. Arranging for services to unit owners in addition to any which the Association is obligated to provide pursuant to the Declaration and By-Laws.

I. Any other services which may be desired by the Association and/or required by governmental legislation which is not specifically provided for herein.

11. Contract Services May be Rendered by Manager: It is acknowledged that Manager is merely acting on behalf of the Association in arranging for necessary services to be supplied to the Condominium Property and performing general management and administrative functions on behalf of the Association, and is not required nor expected to perform specific contract services for the Association. These contract services may include, but not be limited to landscape maintenance, repairs, pool servicing, termite or insect extermination or other services of a related nature. It is agreed that Manager may at the request of the Association, arrange for the performance of such services by employees of Manager for one or more affiliates of Manager, in which case the fee for same shall be agreed upon in advance by Manager and the Association and shall not included as part of the fees specified in the preceding paragraphs.

12. Association Expenses: The Association authorizes the Manager to perform any act or do anything necessary or desirable to carry out its duties hereunder and everything done by the Manager hereunder shall be done as Manager of the Association; and, all obligations and expenses incurred thereunder shall be for the account, on behalf, and at the expense of the Association. Such expenses may include, but not be limited to necessary insurance coverages, accountants' fees, attorneys' fees, fees for other professionals, mailing of notices, and all other general, administrative, and management expenses incurred pursuant to this Agreement. Notwithstanding anything contained herein to the contrary, the Manager shall incur no expense other than as provided for in the budget or approved by the Association, except in the event of an emergency. Any contracts or agreements made by Manager pertaining to the affairs of the Association shall be the obligation of the Association, not Manager, and the Association agrees to indemnify and hold Manager harmless from same.

13. Manager Not Responsible for Repairs to Individual Units: It is acknowledged that Manager has no authority or responsibility for the maintenance or repair of any individual Condominium units. Such maintenance and repair shall be the sole responsibility of the unit owner. Each individual unit owner, however, may contract with the Manager on an individual basis for the provision of certain maintenance and other related services which will be paid for in accordance with the agreement between the Manager and the individual unit owner. This shall not be considered a conflict of interest or otherwise obligate the Manager to take any action except as it may agree to with an individual unit owner.

14. Manager to Exercise Independent Judgment: It is acknowledged that Manager, in the course of exercising its duties pursuant to this Agreement, must use its independent judgment and at all times act in the best interests of the Association and its members. In this regard, it is further acknowledged that Manager may refuse to perform any act requested by the Association when, in the sole discretion of Manager, it deems the performance of such act to be contrary to the provisions of any local, state, or federal law or regulation, the Constitution of the State of Florida or of the United States, or the Declarations of Condominium, By-Laws, Articles of Incorporation, or rules and regulations of the Condominiums. The refusal by Manager to perform such act shall not be a ground for termination under this Agreement.

15. Compliance with the Law: The Manager has no responsibility for the compliance of any Condominium or any of its equipment with the requirements of any ordinances, laws, regulations (including those relating to the disposal of solid, liquid, and gaseous wastes) of the city, county, state, or federal government, or any public authority or official thereof having jurisdiction over it, except to notify the Board promptly of, or forward to the Board promptly, any complaints, warnings, notices, or summonses received by it relating to such matters. The Association represents that to the best of its knowledge the Condominium(s) comply (or will comply) with all such requirements, and authorize the Manager to disclose the ownership of the Condominiums to any such officials, and agree to indemnify and hold harmless the Manager, its representatives, servants and employees, of and from all loss, cost, expense, and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations.

16. Hold Harmless - Indemnification: The Manager shall not be liable to the Association for any loss or damage not caused by the Manager's own gross negligence or willful misconduct. The Association agrees to indemnify and hold Manager harmless from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever (except those proximately caused by Manager's own gross negligence or willful misconduct) including, but not limited to, attorneys' fees and costs at all tribunal levels, arising from the existence of this Management Agreement or the performance by Manager of any acts (or omissions) under authority, or color of authority, of this Agreement. It is the intent of the parties that this paragraph be construed in its broadest sense so as to relieve Manager from all responsibility for loss or injury of any nature related directly or indirectly to the performance by Manager of its duties pursuant to this Agreement, and to obligate the Association to pay for any and all costs,

expenses, attorneys' fees throughout appeals and damages related to the foregoing.

17. Office: The Association shall furnish Manager with a suitable office, along with necessary furniture, furnishings, office equipment and supplies with which to conduct the Association's business. Such office shall be rent-free to Manager.

18. Placing of Signs: The Manager shall have the exclusive right to place any management signs on or about the property, subject always to the Association's prior right to approve the content, location, and method of affixing such signs.

19. Further Disclosure: Manager is a wholly-owned subsidiary of Minto Builders (Florida), Inc., a Florida corporation, developer of the Condominium.

20. Employees: Manager shall employ not less than two full time employees to perform Manager's duties hereunder; however, such employees may also service other accounts.

21. Notices: Any notice required or permitted to be served hereunder may be served by registered or certified mail or in person as follows:

A. If to the Manager: Township Center, 2400 Lyons Road, Coconut Creek, Florida 33066.

B. If to the Board, to the President of the Board at his or her home address.

Either party may change the address for notice by notice to the other party. Notice served by mail shall be deemed to have been served when deposited in the mails.

22. Severability: If any section, sub-section, sentence, clause, phrase or word of this Agreement shall be and is, for any reason, held or declared to be inoperative or void, such holding will not affect the remaining portions of this Agreement, and it shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part therein and the remainder of this Agreement, after the exclusion of such parts, shall be deemed and held to be as valid as if such excluded parts had never been included therein.

23. Benefit: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Manager and the successors and assigns of the Association. Notwithstanding the preceding sentence, the Manager shall not assign its interest under this Agreement except in connection

with the sale of all or substantially all the assets of its business; in the event of such a sale, Manager shall be released from all liability hereunder upon the express assumption of such liability by its assignee.

24. Frequency of Performance: The services to be performed by Manager set forth in paragraphs 4D, E, F, J and N shall be performed as needed in accordance with generally accepted accounting principles and procedures or as more frequently required by any applicable law, rule or provision of condominium documents. The services described in paragraphs 4A, B, C, G, H, I, K, L, M, and paragraphs 5 and 12 are "Administrative Services" which shall be performed as reasonably needed, or as more frequently required by any applicable law, rule, or provision of condominium documents. Manager shall provide its services on a routine basis during normal business hours Monday through Friday.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

APPLEWOOD VILLAGE IV  
CONDOMINIUM ASSOCIATION, INC.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

TOWNSHIP MANAGEMENT SERVICES,  
INC.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

5869R

## MANAGEMENT AGREEMENT

THIS AGREEMENT made as of this 1st day of January, 1983, by and between THE TOWNSHIP COMMUNITY MASTER ASSOCIATION, INC., a Florida corporation not-for-profit (hereinafter referred to as the "Association") and TOWNSHIP MANAGEMENT SERVICES, INC., a Florida corporation (hereinafter referred to as "Manager").

### W I T N E S S E T H:

WHEREAS, the Association is the governing body for The Township (the "Project") located in Broward County, Florida; and

WHEREAS, the Association desires to designate a managing agent for the Project; and

WHEREAS, the Manager is willing to act as managing agent for the Project upon the terms and conditions set forth hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Association hereby appoints the Manager and Manager hereby accepts the appointment upon the terms and conditions provided for in this Management Agreement.

2. The management provided for herein shall be exclusively performed by the Manager subject to review, direction, control and supervision of the Association.

3. Term: The term of this Agreement shall be one year commencing on the date hereof. Thereafter, this Agreement shall automatically renew for successive one-year periods unless, THIRTY (30) DAYS prior to expiration of the then existing term, either party shall notify the other of its intent to terminate this Agreement. Further, Manager shall have the right to terminate this Agreement at any time upon THIRTY (30) DAYS prior notice to the Association.

4. Services of Manager: The Manager agrees to manage the common properties of the Project ("Common Properties") on behalf of the Association in a diligent manner and to enter into such contracts and agreements as the Manager on behalf of the Association may deem necessary in the performance of the following powers and duties:

A. Hire, supervise, pay and discharge all personnel necessary to properly operate and maintain the Project, consistent with the approved budget. All such personnel shall be employees of the Association (not the Manager), and all compen-

sation for the services of such employees shall be considered an expense of the Association. Manager may discharge with or without cause any such personnel hired pursuant to this paragraph.

B. Cause the Common Properties to be maintained, repaired, and replaced as set forth in the Declaration of Covenants, Conditions and Restrictions of The Township ("Declaration"), including repairs and alterations to plumbing, electrical work, carpentry, painting, decorating, and all other incidental alterations or changes therein as may be proper. Ordinary repairs, replacements or alterations that are not budgeted for and approved by the Association shall be made only with the prior written approval of the Association, however, emergency repairs, immediately necessary for the preservation or safety of the Common Properties or for the safety of unit owners, tenants or other persons, or required to avoid suspension of any necessary service in or about the Common Properties, may be made by the Manager without the prior approval of the Association.

C. To assist the Association in causing all acts and things to be done in or about the Project as is necessary to comply with any and all orders or violations effecting the premises, placed thereon by any governmental authority having jurisdiction thereof.

D. To collect and receive in trust for the Association all monies payable pursuant to the Declaration, By-Laws and Articles of Incorporation by the Unit Owners of the Project or others and to deposit same in one or more bank accounts selected by Manager.

E. Bill unit owners for common expenses and use its best efforts to collect same. In this regard, the Association hereby authorizes the Manager to make demand for all regular and special assessments and other charges which may be due the Association and collection procedures shall be through the United States Postal Service, and Manager shall under no circumstances be required to engage in any form of personal collection procedure; provided, further, that Manager is not authorized nor expected to file lawsuits in connection with the duties set forth in this paragraph.

F. To maintain all records on behalf of the Association incident to management of the Common Properties by Manager. Such records shall be sufficient to describe all expenses and receipts incident to management of the Common Properties and the source thereof, which records need not be audited.

G. To specify duties and arrange for preparation of work schedules as may be necessary to direct the activities of the persons employed to work at the property and to provide such supervision as may be reasonably necessary in Manager's opinion to verify the adequacy with which such duties and the work is being performed.

H. To arrange for the supply of all necessary services to the Project, including but not limited to, landscape maintenance, utility services, ordinary repairs, disposal waste, and any supervision and maintenance necessary in connection with the recreational facilities. Notwithstanding anything contained herein to the contrary, Manager shall not be responsible for arranging the supply of any service necessary to an individual Unit or Units.

I. Assist the Association in maintaining, managing, supervising and directing the recreational facilities operated by the Association for the use of its members; enforce rules and regulations concerning the use thereof; and generally do all things necessary and appropriate for the beneficial use of such facilities, subject to the direction of the Association.

J. Prepare and submit annually to the Association a recommended operating budget setting forth the anticipated income and expenses of the Project and the Association for the ensuing year, and to notify Unit Owners of the annual assessments of common expenses as determined by the Board of Directors of the Association as more particularly set forth in the By-Laws of the Association. Manager shall submit one or more supplemental budgets upon request of the Association, or whenever in the opinion of Manager, any change from the expenditures forecast in the annual budget makes it desirable to do so.

K. Solicit, analyze and compare bids and negotiate contracts for execution by the Association for the services contractors for garbage and trash removal, vermin extermination and other services; assist the Association in purchasing all tools, equipment and supplies which shall be necessary to properly maintain and operate the Project; and make all other contracts and purchases in furtherance of the duties of Manager as set forth herein.

L. To assist the Association in arranging for insurance coverages and any appraisals in connection therewith as may be required by the Declaration and By-Laws, provided, however, that Manager shall not be liable for any claim which is due for the failure to maintain adequate insurance. The Association shall authorize Manager to arrange for comprehensive liability insurance on the Common Properties with limits established by the Board of Directors, and further agrees that Manager shall be named as an insured party along with the Association as their interests may appear in any such policy or policies which shall also provide protection against any claim for personal injury, death, or property damage or loss for which either the Association or the Manager might be held liable as a result of their respective obligations. The Association further agrees, if so requested by Manager, to provide the Manager with a certificate of insurance and respect any such policy which shall include an undertaking that the insurer will provide the Manager with a-



least TEN (10) DAYS prior written notice of cancellation or any material change in the provisions of any such policy.

M. To take whatever action may be directed by the Board of Directors to enforce the terms of the Act or the Declaration or the By-Laws or any rules and regulations or amendments to any of the foregoing which may be enforced from time to time; to assist the Association in retaining the employment of attorneys, accountants, and such other experts and professionals whose services the Manager may reasonably require to effectively perform its duties hereunder.

5. Attendance of Meetings by Manager: The Manager will cause a representative of its organization to attend, if so requested, a meeting of the Board once a month provided such attendance is of reasonable duration at any such meeting held upon not less than FIVE (5) WORKING DAYS advance notice on a weekday or evening excepting statutory holidays. Manager's representative will also attend the annual meeting of the Unit Owners and, if so requested, arrange at the expense of the Association for the reproduction and distribution of notices and all other information relevant to any such meetings. A representative of the Manager shall, upon not less than TWENTY-FOUR (24) HOURS notice, attend any other meetings of the Association as requested, provided that the Association shall pay the Manager THIRTY-FIVE DOLLARS (\$35.00) per hour for the representative's attendance at each meeting; except in an emergency situation determined to be such by both the Association and the Manager.

6. Instructions to Manager: The parties acknowledge that the Manager is responsible to the entire Association and the Board of Directors in the performance of its duties. The parties further acknowledge that the Manager will more effectively be able to perform its duties as set forth herein and best serve the Association if a single individual is designated by the Board to act as spokesman on behalf of the Board with Manager on any matter relating to management of the Project. In this regard, it is agreed that in the absence of any other designation by the Board, the Association may rely exclusively upon the directions or instructions of the President of the Association. Any such directions or instructions by the President to Manager shall be conclusively presumed to be in furtherance of a decision of the Board of Directors, made at a duly called or constituted meeting.

7. Capital Improvements and Major Repairs: In the event the Association wishes to engage the Manager as supervisor for any capital improvements or major repairs the compensation to Manager for such supervisory services shall be determined at the time such services are sought, based on the extent of such services required for the particular capital improvement or major repair.

8. Payment of Expenses by Manager: The Manager shall, without prior notice to or authorization from the Association,

pay all expenses and fees incident to the operation and management of the Project from such funds held by the Manager on behalf of the Association. In the event there are insufficient funds held by Manager with which to pay any expenditure, the Manager may, however, is not required to, advance its own funds to cover such deficit, in which case the Association shall be required to repay such amount together with interest at the highest rate permitted by law.

9. Management Fees: The Association agrees to pay the Manager as compensation for the management services to be rendered hereunder an annual fee of \$14,400.00. Fees for subsequent calendar years in which this Agreement is effective shall be determined by letter agreement between the parties. The Manager is hereby authorized to deduct compensation as set forth herein from funds held by Manager on behalf of the Association. The Association shall pay any deficiency upon demand. The Manager's fee is net of any expenses incurred by Manager in the performance of its services hereunder, and the Association shall reimburse Manager for such expenses immediately upon demand of Manager.

10. Adjustment of Management Fee: The above monthly and yearly management fee per Unit will be subject to increase upon the renewal of this Agreement as follows:

During each renewal term of this Agreement, the parties shall agree upon an adjustment of the management fee specified above. In the event that parties fail to agree upon a modification of said management fee prior to expiration of the existing term of this Agreement, this Agreement shall not continue after said existing term.

It is acknowledged that the management fee covers only those normal and predictable management services which have been stipulated throughout this Agreement. The Manager will provide further services which may be of an occasional nature, as may from time to time be required by the Association. The Manager shall not be required to provide any such special services unless its compensation is mutually agreed upon in advance based upon the understanding that such compensation shall recognize the total cost to Manager providing such services, including all direct, indirect and overhead costs. Such services include:

A. Attendance, involvement and/or preparations in connection with meetings of directors and/or Unit Owners beyond those stipulated in paragraph "5."

B. Reproduction and distribution costs whenever the Association requests that duplicate information and/or reports be provided to anyone other than the Association's representative to whom they would normally report under the circumstances which pertain in each instance.

- C. Arrangements for registration and/or discharge of liens.
- D. Verification of registration in the appropriate land title offices as may be requested by the Association and/or required by its Declaration and By-Laws.
- E. Court appearances resulting from complaints made pursuant to instructions of the Association; e.g., to control the improper parking of automobiles.
- F. Any necessary reaction to union activities.
- G. Arranging for any major repairs and/or reconstruction after fire or other casualty which are not recoverable from the Association's insurer(s).
- H. Arranging for services to Unit Owners in addition to any which the Association is obligated to provide pursuant to the Declaration and By-Laws.
- I. Any other services which may be desired by the Association and/or required by governmental legislation which is not specifically provided for herein.

11. Contract Services May be Rendered by Manager: It is acknowledged that Manager is merely acting on behalf of the Association in arranging for necessary services to be supplied to the Common Properties and performing general management and administrative functions on behalf of the Association, and is not required nor expected to perform specific contract services for the Association. These contract services may include, but not be limited to landscape maintenance, repairs, pool servicing, termite or insect extermination or other services of a related nature. It is agreed that Manager may, at the request of the Association, arrange for the performance of such services by employees of Manager or one or more affiliates of Manager, in which case the fee for same shall be agreed upon in advance by Manager and the Association and shall not be included as part of the fees specified in the preceding paragraphs.

12. Association Expenses: The Association authorizes the Manager to perform any act or do anything necessary or desirable in order to carry out its duties hereunder and everything done by the Manager hereunder shall be done as Manager of the Association; and, all obligations and expenses incurred thereunder shall be for the account, on behalf, and at the expense of the Association. Such expenses may include, but not be limited to necessary insurance coverages, accountants' fees, attorneys' fees, fees for other professionals, mailing of notices, and all other general, administrative, and management expenses incurred pursuant to this Agreement. Notwithstanding anything contained herein to the contrary, the Manager shall incur no expense other

than as provided for in the budget or approved by the Association, except in the event of an emergency.

13. Manager Not Responsible for Repairs to Individual Units: It is acknowledged that Manager has no authority or responsibility for the maintenance or repair of any individual Units. Such maintenance and repair shall be the sole responsibility of the Unit Owner. Each individual Unit Owner, however, may contract with the Manager on an individual basis for the provision of certain maintenance and other related services which will be paid for in accordance with the agreement between the Manager and the individual Unit Owner. This shall not be considered a conflict of interest or otherwise obligate the Manager to take any action except as it may agree to with an individual Unit Owner.

14. Manager to Exercise Independent Judgment: It is acknowledged that Manager, in the course of exercising its duties pursuant to this Agreement, must use its independent judgment and at all times act in the best interests of the Association and its members. In this regard, it is further acknowledged that Manager may refuse to perform any act requested by the Association when, in the sole discretion of Manager, Manager deems the performance of such act to be contrary to the provisions of any local, state, or federal law or regulation, the Constitution of the State of Florida, or of the United States, or the Master Declaration, By-Laws, Articles of Incorporation, or rules and regulations of the Association. The refusal by Manager to perform such act shall not be a ground for termination under this Agreement.

15. Compliance with the Law: The Manager has no responsibility for the compliance of the Project or any of its equipment with the requirements of any ordinances, laws, regulations (including those relating to the disposal of solid, liquid, and gaseous wastes) of the city, county, state, or federal government, or any public authority or official thereof having jurisdiction over it, except to notify the Board promptly of, or forward to the Board promptly, any complaints, warnings, notices, or summonses received by it relating to such matters. The owners represent that to the best of their knowledge the Project complies with all such requirements, and authorize the Manager to disclose the ownership of the Project to any such officials, and agree to indemnify and hold harmless the Manager, its representatives, servants and employees, of and from all loss, cost, expense, and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.

16. Hold Harmless - Indemnification: The Manager shall not be liable to the Association for any loss or damage not caused by the Manager's own gross negligence or willful misconduct. The Association shall indemnify and save harmless the Manager from any liability for damages, costs and expenses for injury or loss to any person or property in, about, and in connection with the Project, from any cause whatsoever, unless such injury shall be

caused by the Manager's own gross negligence or willful misconduct. It is the intent of the parties that this paragraph be construed in its broadest sense so as to relieve Manager from all responsibility for loss or injury of any nature related directly or indirectly to the performance by Manager of its duties pursuant to this Agreement, and to obligate the Association to pay for any and all costs, expenses, attorneys' fees throughout appeals and damages related to the foregoing.

17. Office: The Association shall furnish Manager with a suitable office, along with necessary furniture, -furnishings, office equipment and supplies with which to conduct the Association's business. Such office shall be rent-free to Manager.

18. Placing of Signs: The Manager shall have the exclusive right to place any management signs on or about the property, subject always to the Association's prior right to approve the content, location, and method of affixing such signs.

19. Notices: Any notice required or permitted to be served hereunder may be served by registered or certified mail or in person as follows:

A. If to the Manager: Township Center, 2400 Lyons Road, Coconut Creek, Florida 33063.

B. If to the Board, to the President of the Board at his or her home address.

Either party may change the address for notice by notice to the other party. Notice served by mail shall be deemed to have been served when deposited in the mail.

20. Severability: If any section, subsection, sentence, clause, phrase or word of this Agreement shall be and is, for any reason, held or declared to be inoperative or void, such holding will not affect the remaining portions of this Agreement, and it shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part therein and the remainder of this Agreement, after the exclusion of such parts, shall be deemed and held to be as valid as if such excluded parts had never been included therein.

21. Benefit: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Manager and the heirs, administrators, successors, and assigns of the Board. Notwithstanding the preceding sentence, the Manager shall not assign its interest under this Agreement except in connection with the sale of all or substantially all the assets of its business; in the event of such a sale, Manager shall be released from all liability hereunder upon the express assumption of such liability by its assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Signed, Sealed and Delivered  
in the Presence of:

[Signature]  
[Signature]

[Signature]  
[Signature]

THE TOWNSHIP COMMUNITY MASTER  
ASSOCIATION, INC.

By: [Signature]

TOWNSHIP MANAGEMENT SERVICES,  
INC.

By: [Signature]

# Township Management Services, Inc.

January 1, 1984

MR. JEFFREY MILLER, PRESIDENT  
Township Community Master Association, Inc.  
2400 Lyons Road  
Coconut Creek, Florida 33063

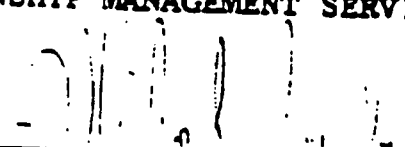
Dear Mr. Miller:

This will confirm your agreement that fees for management services for calendar year 1984 pursuant to our management agreement with you dated as of January 1, 1983 shall be \$23,000.

Please indicate your acceptance of this agreement by signing a copy of this letter where indicated below.

Very truly yours,

TOWNSHIP MANAGEMENT SERVICES, INC.

By:   
Michael Greenberg

MG/ms

Agreed to and accepted this 1st day of January, 1984.

TOWNSHIP COMMUNITY MASTER ASSOCIATION, INC.

By:   
Jeffrey R. Miller

# Township Management Services, Inc.

January 1, 1985

MR. JEFFREY MILLER, PRESIDENT  
Township Community Master Association, Inc.  
2400 Lyons Road  
Coconut Creek, Florida 33063

Dear Mr. Miller:

This will confirm your agreement that fees for management services for calendar year 1985 pursuant to our management agreement with you dated as of January 1, 1983 shall be \$36,000.

Please indicate your acceptance of this agreement by signing a copy of this letter where indicated below.

Very truly yours,

TOWNSHIP MANAGEMENT SERVICES, INC.

By:   
Michael Greenberg

MG/ms

Agreed to and accepted this 1st day of January, 1985.

TOWNSHIP COMMUNITY MASTER ASSOCIATION, INC.

By:   
Jeffrey R. Miller



# Township Management Services, Inc.

January 1, 1986

MR. JEFFREY MILLER, PRESIDENT  
Township Community Master Association, Inc.  
2400 Lyons Road  
Coconut Creek, FL 33063

Dear Mr. Miller:

This will confirm your agreement that fees for management services for calendar year 1986 pursuant to our management agreement with you dated as of January 1, 1983 shall be \$37,860.

Please indicate your acceptance of this agreement by signing a copy of this letter where indicated below.

Very truly yours,


TOWNSHIP MANAGEMENT SERVICES, INC.

By:   
Michael Greenberg

MG/cs

Agreed to and accepted this 1st day of January, 1986.

THE TOWNSHIP COMMUNITY MASTER ASSOCIATION, INC.

By:   
Jeffrey R. Miller

# Township Management Services, Inc.

January 1, 1987

Mr. Jeffrey R. Miller  
President  
The Township Community Master Association, Inc.  
2400 Lyons Road  
Coconut Creek, FL 33063

Dear Mr. Miller:

This will confirm our agreement that fees for management services for calendar year 1987 pursuant to our management agreement with you dated January 1, 1983, shall be \$51,672.

Please indicate your acceptance of this agreement by signing a copy of this letter where indicated below.

Very truly yours,

TOWNSHIP MANAGEMENT SERVICES, INC.

By: 

Michael Greenberg

MG/cs

Agreed to and accepted this 1st day of January, 1987.

THE TOWNSHIP COMMUNITY MASTER ASSOCIATION, INC.

By: 

Jeffrey R. Miller

EXHIBIT "11"

-to-

OFFERING CIRCULAR

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF THE TOWNSHIP

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE TOWNSHIP

80- 64871

This Declaration of Covenants, Conditions and Restrictions made by TARTAN MINTO CORPORATION, a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, the Declarant on the date hereof is the owner of certain real property located in Broward County, Florida, described as follows:

See Exhibit "A" attached hereto; and

WHEREAS, Declarant intends to develop the real property described in Exhibit "A" subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that all of the real property described in Exhibit "A" attached hereto shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. Said easements, covenants, conditions, restrictions, reservations, liens and charges shall run with the real property described in Exhibit "A" attached hereto, shall be binding upon all parties having and/or acquiring any right, title or interest in the real property described therein or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said real property.

ARTICLE I

DEFINITIONS

Section 1. The following words and terms when used in this Declaration or any supplemental declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Articles" and "By-Laws" shall mean and refer to the Articles of Incorporation and the By-Laws of the Association as they may exist from time to time.

B. "Association" or "Master Association" shall mean and refer to The Township Community Master Association, Inc., a Florida non-profit corporation, its successors and assigns.

C. "Commercial Common Property" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually deeded or leased to the Association and designated in said deed or lease as "Commercial Common Property". The term "Commercial Common Property" shall also include any personal property acquired by the Association if said property is designated as "Commercial Common Property" in the bill of sale or instrument transferring same. Any land or personal property which is leased by the Association for use as Commercial Common Property shall lose its character as Commercial Common Property upon the expiration of such lease.

This Instrument Prepared By:  
IRVIN L. FAYNE, ESQ.  
Glass, Schultz, Weinstein & Moss, P.A.  
2329 E. Commercial Blvd., Suite 801  
Ft. Lauderdale, Fla. 33308

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D. "Commercial Expenses" shall mean and refer to that portion of expenditures for cleanup, maintenance, operation and other services required or authorized to be performed by the Association which is attributable to Commercial Common Property.

E. "Commercial Site" shall mean any unimproved parcel of land within the Properties intended for use as a site for Commercial Units. A Commercial Site shall not include property upon which improvements are to be built which also qualifies as a Multi-Family Tract. For the purposes of this Declaration, a parcel of land shall not be deemed a Commercial Site until such time as it has been conveyed by the Company to a third party under covenants, conditions and restrictions limiting such property to commercial use.

F. "Commercial Unit" shall mean any improved parcel of land within the Properties, which is intended and designed to accommodate commercial enterprises to serve the public, including but not limited to business and professional offices, facilities for the retail sale of goods and services, banks and other financial institutions, restaurants, hotels, motels, inns, theaters, lounges, marinas, transportation terminals or stations, automobile parking facilities and gasoline stations. For the purposes of this Declaration, any such parcel of land shall not be deemed to be improved until a certificate of occupancy has been issued by the appropriate governmental authorities for the Commercial Unit to be constructed on said parcel, or until said Commercial Unit is determined by the Association, in its reasonable discretion, to be substantially complete.

G. "Common Property" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually deeded or leased to the Association and designated in said deed or lease as "Common Property." The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" in the bill of sale or instrument transferring same. Any land or personal property which is leased by the Association for use as Common Property, shall lose its character as Common Property upon the expiration of such lease. Common Property shall not include those tracts of land falling within the definition of "Residential Common Property" or "Commercial Common Property" set forth below.

H. "Company" or "Declarant", shall mean Tartan Minto Corporation, a Florida corporation or, its successors and assigns to the rights of Tartan Minto Corporation as Company hereunder.

I. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions and include the same as it may, from time to time, be amended.

J. "Development Plan" shall mean and refer to any planned unit development approved by appropriate government agencies for the development of The Township. Since the future development of The Township is subject to revision and change by the Company, all references to the "Development Plan" shall be references to the latest approved revision thereof.

K. "Family Dwelling Unit" shall mean and refer to any improved property intended for use as a single family dwelling, including, but not limited to, any single family detached dwelling, patio home, condominium unit, garden

home, townhouse unit, cooperative apartment unit, or rental apartment unit located within the Properties. For the purposes of this Declaration, any such single family dwelling shall not be deemed to be improved until a certificate of occupancy has been issued by the appropriate governmental authorities for the single family dwelling to be constructed on said parcel, or until said single family dwelling is determined by the Association, in its reasonable discretion, to be substantially complete.

L. "General Expenses" shall mean and refer to that portion of expenditures for cleanup, maintenance, operation and other services required or authorized to be performed by the Association which is not attributable to Residential Common Property, Recreational Facilities or Commercial Common Property.

M. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Residential Lot, Family Dwelling Unit, Multi-Family Tract, Commercial Site, Commercial Unit or Undivided Land, which owner and holder of said mortgage shall be a bank, builder, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

N. "Member" shall mean and refer to all those Owners who are Members of the Association as provided in Article III hereof.

O. "Multi-Family Tract" shall mean any unimproved parcel of land located within the Properties, intended for use as a site for Multi-Family Units. For the purposes of this Declaration, a parcel of land shall not be deemed a "Multi-Family Tract" until such time as it has been conveyed by the Company to a third party under covenants, conditions and restrictions limiting such property to multi-family use.

P. "Multi-Family Unit" shall mean any Family Dwelling Unit, the Owner of which by acceptance of a deed or other instrument of conveyance thereto automatically accepts membership in a Sub-Association.

Q. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Broward County, Florida, whether it be the Company, one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Residential Lot, Family Dwelling Unit, Multi-Family Tract, Commercial Site, Commercial Unit or Undivided Land, located within the Properties. Owner shall not mean or refer to the holder of a mortgage or security deed its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

R. "Properties" or "The Township" shall mean and include the real property described in Exhibit "A" attached hereto and, when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration under the provisions of Article II hereof.

S. "Recreational Facilities" shall mean and refer to those tracts of land, together with any improvements thereon, such as a clubhouse, pool and tennis facilities which are actually deeded or leased to the Association and designated in such deed or lease as "Recreational Facilities. The term 89

"Recreational Facilities" shall also include any personal property acquired by the Association if said property is designated as "Recreational Facilities" in the bill of sale or instrument transferring same. Any land or personal property which is leased to the Association for use as Recreational Facilities shall lose its character as Recreational Facilities upon the expiration of such lease.

T. "Residential Common Property" shall mean and refer to those tracts of land, together with any improvements thereon, such as grassy areas, pathways, beaches and lakes and canals not owned by the City of Coconut-Creek which are actually deeded or leased to the Association and designated in said deed or lease as "Residential Common Property". Pending final development of The Township, the Company reserves the right to expand and contract the shorelines of any lakes or beaches and thereby to modify the boundaries of same. Accordingly, the exact location of any boundary between any lakes or beaches and any contiguous properties shall not become fixed until final development of all properties contiguous to and surrounding any lakes or beaches. The term "Residential Common Property" shall also include any personal property acquired by the Association if said property is designated as "Residential Common Property" in the bill of sale or instrument transferring same. Any land or personal property which is leased by the Association for use as Residential Common Property shall lose its character as Common Property upon the expiration of such lease.

U. "Residential Expenses" shall mean and refer to that portion of expenditures for cleanup, maintenance, operation and other services required or authorized to be performed by the Association which is attributable to Residential Common Property and Recreational Facilities.

V. "Residential Lot" shall mean any unimproved parcel of land located within the Properties which is intended for use as a site for a Single-Family Unit. For the purposes of this Declaration, a parcel of land shall not be deemed a "Residential Lot" until such time as it has been conveyed by the Company to a third party under covenants, conditions and restrictions limiting such property to single-family use.

W. "Single-Family Unit" shall mean and refer to any Family Dwelling Unit which is not a Multi-Family Unit.

X. "Sub-Association" shall mean and refer to any association which may hereafter be formed to manage and operate Family Dwelling Units or Commercial Units.

Y. "Undivided Land" shall mean and refer to all unimproved parcels of land within the Properties which do not qualify as Residential Lots, Multi-Family Tracts or Commercial Sites. For the purposes of this Declaration, the following classifications of Property shall not be deemed "Undivided Land" and shall be expressly exempted from the definition thereof:

(1) All lands designated on the Development Plan for intended use, or by actual use, if applicable, for outdoor recreation facilities; operating farms, nurseries or animal pastures; woodland, marsh and swamp conservancies; places of worship; community, civic, and cultural clubs; parks, libraries, nursery and other schools or instructional centers; non-profit medical centers, hospitals,

clinics, nursing, care, rest and convalescent homes; and charitable institutions.

(2) All lands conveyed to the Association including, but not limited to, those lands designated, in any way, as Common Property, Residential Common Property, Commercial Common Property or Recreational Facilities.

## ARTICLE II

### PROPERTY SUBJECT TO DECLARATION

Section 1. Initial Property. The real property which shall be held, transferred, sold, conveyed, given, donated, leased and/or occupied subject to this Declaration is described in Exhibit "A" attached hereto and made a part hereof by reference. The Company intends to develop The Township in accordance with the Development Plan, but hereby reserves the right to review and modify the Development Plan from time to time in its sole discretion and at its option.

The Company shall not be required to follow any predetermined order of improvement and development within the Township; and it may bring within this Declaration additional lands, and develop them before completing the development of The Township. The Company shall have the full power to add to, subtract from or make changes in the Development Plan regardless of the fact that such actions may alter the relative voting strength of the various types of membership of the Association.

Section 2. Additional Property. Additional property may become subject to this Declaration in the following manner:

A. Future Phases. The Company shall have the right, without any consent of the Association being required to subject to this Declaration, additional properties as future phases of The Township. The additional property shall automatically become subject to this Declaration by filing in the Public Records of Broward County, Florida, a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property (the "Supplemental Declaration"). The Supplemental Declaration may contain such complementary additions and modification of the covenants, conditions and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Company, to reflect the different character, if any, of the additional property. The additional property which the Company may subject to this Declaration is more particularly described in Exhibit "B" attached hereto and made a part hereof by reference; provided, however, that the Company is not obligated to subject to this Declaration any or all of the real property described in Exhibit "B" and no portion of said real property shall in any way be subject to this Declaration unless and until a Supplemental Declaration therefor is duly filed in accordance with this Declaration.

B. Other Additions. Upon approval in writing of the Declarant or Association, the owner of any other real property, who desires to subject it to this Declaration, may file or record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to such additional property which Supplemental Declaration, if duly executed by both said owner and the declarant, shall extend the operation and effect of this Declaration to such additional property. The Supplemental Declaration may contain any such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant, to



...effect the different character, if any, of the added properties, but such modifications shall have no effect on the real property described in Exhibits "A" or "B" except as may be consistent with this Declaration.

C. Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or, in the alternative, the properties, rights and obligations of the other association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. Except as hereinafter provided, no such merger or consolidation shall revoke, change or add to the covenants, conditions and restrictions established by this Declaration.

### ARTICLE III

#### MASTER ASSOCIATION

Section 1. Membership. Every Owner, including the Company, shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing his ownership interest, each Owner accepts his membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration or any Supplemental Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association. In addition to the foregoing, the family, guests, invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration or any Supplemental Declaration, the Articles of Incorporation, the By-Laws and other rules and regulations of the Association.

Section 2. Types of Membership. Membership in the Association shall consist of the following three (3) classes, each with distinct rights and privileges:

Class "A" - Class "A" Members shall be all those Owners, including the Company, of Residential Lots and Single-Family Units.

Class "B" - Class "B" Members shall be all those Owners, including the Company, of Multi-Family Units.

Class "C" - Class "C" Members shall be all those Owners, including the Company, of Multi-Family Tracts, Commercial Sites, Commercial Units, and Undivided Lands.

Section 3. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Broward County, Florida, a deed or other instrument conveying record fee title to any Residential Lot, Family-Dwelling Unit, Multi-Family Tract, Commercial Site, Commercial Unit or Undivided Land and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by his acceptance of such instrument, become a Member of the Association, and the membership of the prior owner shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a Member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest. The foregoing shall not, however, limit the Association's powers or privileges. The interest, if any, of a Member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his real property. Membership in the Association by all Owners shall be compulsory and shall continue, as to each Owner, until such time as such Owner transfers or conveys or record his interest in the real property upon which his membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant

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to, with, and shall not be separated from the real property interest upon which membership is based.

**Section 4. Voting Rights.** The number of votes which may be cast on all matters on which the membership is entitled to vote shall be determined as follows:

A. Each Class "A" Member shall be entitled to cast one (1) vote for each Residential Lot or Single-Family Unit owned by said Member.

B. The voting rights of all Class "B" Members shall be exercised on their collective behalf by the Sub-Association to which they belong, except that if a Class "B" Member does not belong to a Sub-Association, he shall be entitled to one vote for each Multi-Family Unit owned by said Member. A Sub-Association in the collective exercise of Class "B" voting rights shall be entitled to cast the number of votes equal to the number of Multi-Family Units owned by its Members.

C. Except as may be provided elsewhere in this Declaration, the Articles or the By-Laws, Class "C" Members shall not be entitled to vote. When entitled to vote, Class "C" Members who are Commercial Unit Owners shall be entitled to cast one (1) vote for each Commercial Unit owned by said Member, and Class "C" Members who are Multi-Family Tract or Commercial Site Owners shall be entitled to cast one (1) vote for each Multi-Family Unit or Commercial Unit that said Members' property will have once improved in accordance with the Development Plan. When entitled to vote, Class "C" Members who are Undivided Land Owners shall be entitled to cast one (1) vote for each Family Dwelling Unit or Commercial Unit that said Members property will have once improved in accordance with the Development Plan. Size and square footage of Multi-Family Units or Commercial Units are irrelevant considerations for purposes of this subparagraph C.

D. Should any Class "A" Member be the Owner of more than one (1) Residential Lot or Single-Family Unit he shall be entitled to cast one (1) vote for each such Lot or Unit, provided however, that any Class "A" Member who also qualifies under this Article as a Class "B" Member shall, notwithstanding this fact, be allowed to exercise both Class "A" and Class "B" membership rights, and the number of votes which he may cast shall be determined with regard to his ownership of both Class "A" and Class "B" property.

E. When any property entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the secretary of the Association, such owner shall select one official representative to qualify for voting in the Association and shall notify the Secretary of the Association of the name of such individual. The vote of such individual shall be considered to represent the will of all the owners of that property.

F. The voting rights of any Owner may be assigned by an Owner to his lessee who has entered into a lease with a term of two (2) years or more; provided, however, that the Owner may not assign to such lessee any vote or votes not attributable to the property actually leased by such lessee.

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G. Any other provision of this Declaration to the contrary notwithstanding, any action proposed to be taken by the Association which has a material adverse impact upon the Development Plan or commercial activities within the Properties shall require approval by a majority of the votes of the Class "C" Members voting and, in addition, a majority of the votes of the Class "A" and "B" Members voting. The Company, in its reasonable discretion, shall determine whether any proposed action by the Association will have a material adverse impact.

Section 5. Board of Directors. The Association shall be governed by a Board of Directors as provided in the Articles or By-Laws of the Association.

Section 6. Quorum Required for Any Action Authorized at Regular or Special Meetings of the Association. The quorum required for any action which is subject to a vote of the Members at any meeting of the Association shall be as is provided in the Articles or By-Laws of the Association except as is otherwise specifically provided in this Declaration.

Section 7. Proxies. All Members of the Association may vote and transact business at any meeting of the Association by Proxy as provided in the By-Laws of the Association.

#### ARTICLE IV

##### FUNCTIONS OF MASTER ASSOCIATION

Section 1. Required Services. The Association shall be required to provide the following services:

A. cleanup, landscaping, landscaping maintenance and other maintenance of all Common Property, Residential Common Property, Commercial Common Property, Recreational Facilities and all city, county or municipal properties which are located within or in a reasonable proximity to the Properties to the extent that their deterioration would adversely affect the appearance of the Properties as a whole and the standard of maintenance by said city, county or municipality is less than that desired by the Association. The Association shall adopt standards of cleanup, landscaping, maintenance and operation required by this and other subsections within this Section 1 which are, at the very least, as stringent as those adopted and/or followed by other first-class developments similar to The Township. The Company shall, in its reasonable discretion, determine whether such standards adopted by the Association meet the requirements herein.

B. cleanup, landscaping, landscaping maintenance and other maintenance of any real property located within The Township upon which the Association has accepted an easement for said maintenance by duly recording an instrument granting said easement to the Association executed and delivered by the Owner of said Property to the Association.

C. cleanup, dredging, treatment and other maintenance of beaches, lakes and canals owned by the Association within the Properties, as well as cleanup, dredging, treatment and other maintenance of canals not owned by the Association within the Properties if and to the extent permitted by the County and to the extent that cleanup and maintenance of such canals by the city, county or municipal entity does not comport with standards desired by the Association and would adversely affect the appearance of the Properties as a whole. Maintenance as used herein shall include, but not be limited to, the preservation of any shorelines or beaches together with

Lakes as bodies of water in an ecologically sound condition to be used for such water activities as may be determined and allowed from time to time by the Association. The Company shall, in its reasonable discretion, determine whether appearance of the properties described in this subsection or subsection A above would be adversely affected.

D. operation of Recreation Facilities in accordance with the rules, regulations and standards adopted by the Association from time to time.

E. insect and pest control to the extent that it is necessary or desirable in the judgment of the Association to supplement the service provided by the state and local governments.

F. taking any and all actions necessary to enforce all covenants, conditions and restrictions affecting the Properties and to perform any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Properties or in the Articles or By-Laws.

G. to conduct business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Members of Activities, Notice of Meetings, and other important events.

H. to purchase general liability and hazard insurance covering improvements and activities on the Common Property, Residential Common Property, Commercial Common Property and Recreational Facilities.

I. to establish and operate the Architectural Review Committee as hereinafter defined in the event that the Association is designated for such purpose.

Section 2. Authorized Services. The Association shall be authorized, but not required, to provide the following services:

A. lighting of roads, sidewalks and walking paths throughout the Properties.

B. fire protection and prevention.

C. garbage and trash collection and disposal.

D. to conduct recreation, sport, craft, and cultural programs of interest to Members, their families, tenants and guests.

E. to support the operation of transportation facilities serving the Properties.

F. to construct improvements on Common Property, Residential Common Property, Commercial Common Property or Recreational Facilities as may be required to provide the services as authorized in this Section 2 of this Article.

G. protection and security, including but not limited to the employment of security guards, maintenance of control centers for the protection of persons and property within the Properties, and assistance in the apprehension and prosecution of persons who violate the laws of Florida within the Properties.

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M. Maintenance of electronic and other security devices, subject to the Declarant's rights in this area as reserved in Section 3, Article VI of this Declaration.

Section 3. Obligation of the Association. The Association shall be obligated to carry out the functions and services specified in Section 1 of this Article to the extent such maintenance and services can be provided with the proceeds first from annual assessments and then, if necessary, from special assessments. The functions and services specified in Section 2 of this Article to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association taking into consideration remaining proceeds of annual assessments and the needs of the Members of the Association. The functions and services which the Association is authorized to carry out or to provide, may be added to or reduced at any time upon the affirmative vote of a majority of the Board of Directors.

Section 4. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions.

Section 5. Conveyance to Association. The Association shall be obligated to accept any and all deeds of conveyance delivered to it by Declarant, which deeds convey title to Common Property, Recreational Facilities, Residential Common Property and/or Commercial Common Property.

#### ARTICLE V

##### DECLARANT CONTROL OF ASSOCIATION

Notwithstanding anything herein to the contrary, until January 1, 1995 or an earlier date as the Company may decide, the Company shall have a total number of votes equal to not less than the number of votes cumulatively held by all other Members, plus one (1), providing it with a majority of the vote of the membership. Upon expiration of the stated period, the Company shall continue to possess voting rights incident to ownership as described in Article III hereinabove.

#### ARTICLE VI

##### EASEMENTS

Section 1. Appurtenant Easements. Declarant hereby grants to the Owner of each Family Dwelling Unit and Residential Lot, their guests, lessees and invitees, as an appurtenance to the ownership of fee title interest to same and subject to this Declaration, the Articles and By-Laws of the Master Association and the rules and regulations promulgated by the Master Association, a perpetual nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of all Recreational Facilities and Residential Common Property, such use and enjoyment to be shared in common with the other Owners of Family Dwelling Units and Residential Lots, their guests, lessees and invitees as well as guests, lessees and invitees of the Declarant. Declarant further grants to all Owners, their guests, lessees and invitees, as an appurtenance to the ownership of fee title interest to certain defined real property within the Properties and subject to this Declaration, the Articles and By-Laws of the Master Association and the rules promulgated by the Master Association, a perpetual nonexclusive easement for ingress and egress over, across and through and for the use and enjoyment of

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all non Property and Commercial Common Property, such use and enjoyment to be shared in common with the other Owners, their guests, lessees and invitees as well as the guests, lessees and invitees of the Declarant.

**Section 2. Utility Easement.** The Declarant reserves to itself, its successors or assigns, a perpetual easement upon, over, under and across the Properties for the purpose of maintaining, installing, repairing, altering and operating sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, weirs, syphons, valves, gates, pipelines, cable television service, electronic security system and all machinery and apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities servicing all Owners of Family Dwelling Units and Commercial Units in the Project and servicing the Common Property, Recreational Facilities, Residential Common Property and Commercial Common Property, all such easements to be of a size, width and location as Declarant, in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Properties.

**Section 3. Declarant Easement.** The Declarant hereby reserves to itself, its successors and assigns, a perpetual easement, privilege and right in and to, over, under, on and across the Common Property, Recreational Facilities, Residential Common Property and Commercial Common Property for ingress and egress as required by its officers, directors, employees, agents and/or independent contractors and invitees in order to show said properties and facilities to prospective purchasers and other invited guests, post signs and maintain sales offices; provided, however, that such access and use do not unnecessarily interfere with the reasonable use and enjoyment of these properties and facilities by the Owners. Notwithstanding anything herein to the contrary, Declarant further reserves unto itself, its successors and assigns, the exclusive right to operate in The Township a cable television system and electronic security system, including all services and facilities related thereto, as well as a perpetual easement upon, over, under and across the Properties for the purpose of maintaining, installing, repairing, altering and operating said cable television service and electronic security system.

**Section 4. Service Easement.** Declarant hereby grants to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant, its successors or assigns to service the Properties, and to such other persons as the Declarant from time to time may designate, the nonexclusive, perpetual right of ingress and egress over and across the Common Property, Recreational Facilities, Residential Common Property and Commercial Common Property for the purposes of performing their authorized services and investigation.

**Section 5. Extent of Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Company or the Association, in accordance with its By-Laws, to borrow money from the Company or any other lender for the purpose of improving and/or maintaining the Common Property, Residential Common Property, Recreational Facilities and Commercial Common Property and providing the services authorized herein and, in aid thereof, to mortgage said properties;

B. The right of the Association, as provided in its By-Laws, to suspend the rights and easements of enjoyment of any Member or any tenant of any Member for any period during which any assessment remains unpaid, and for any period, not

to exceed sixty (60) days, for any infraction of its published rules and regulation, it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Member's obligation to pay the assessment, provided, however, that the Association shall not suspend the right to use any roads belonging to the Association subject, however, to the rules and regulations of the Association for such use, and provided further that the Association may not suspend any rights and easements reserved herein by the Declarant;

C. The right of the Association to charge reasonable admission and other fees for the use of the Recreational Facilities, provided that such tolls and fees shall not apply to Owners and their lessees or the guests, lessees and invitees of the Company unless provided otherwise in the rules and regulations adopted by the Association from time to time.

D. The Board of Directors of the Association shall have the power to place any reasonable restrictions upon the use of any roadways owned by the Association including, but not limited to, the maximum and minimum speeds of vehicles using said roads, all other necessary traffic and parking regulations, and the maximum noise levels of vehicles using said roads. The fact that such restrictions on the use of such roads shall be more restrictive than the laws of any state or local government having jurisdiction over the Properties shall not make such restrictions unreasonable.

E. The right of the Association to give, dedicate or sell all or any part of the Common Property, Residential Common Property, Recreational Facilities and Commercial Common Property (including leasehold interest therein) to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be determined by the Association, provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by the affirmative vote of three-fourths (3/4) of the votes cast at a duly called meeting of the Members of the Association, (including three-fourths (3/4) of the votes of Class "C" Members where such transfer involves Commercial Common Property) and unless written notice of the meeting and of the proposed agreement and action thereunder is sent at least thirty (30) days prior to such meeting to every Member entitled hereunder to vote. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice-President and Secretary or Assistant Secretary of the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Property, Residential Common Property, Recreational Facilities and Commercial Common Property, prior to the recording thereof. Such certificate shall be conclusive evidence of authorization by the Members.

Section 6. Further Restrictions. Nothing other than storm water may be discharged into any lake, canal, or other body of water located within or adjacent to the Properties. Any device through which water is drawn other than a pumping device from any lake, canal, or other body of water onto or within any Residential Lot, Multi-Family Tract, Commercial Site, Undivided Land, Family Dwelling Unit or Commercial Unit must not be visible or pose a hazard to navigation or water recreation. The construction and/or installation of any such device through which water is drawn shall be subject to the prior written approval of the Architectural Review Committee as hereinbelow established in Article VIII of this Declaration.

## ARTICLE VII

### ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Company covenants, and each Owner of any Residential Lot, Family Dwelling Unit, Multi-Family Tract, Commercial Site, Commercial Unit, or Undivided Land shall by acceptance of a deed therefore, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Association: (1) annual assessments (2) special assessments and (3) individual assessments, all fixed, established and collected from time to time as hereinafter provided. The annual, special and individual assessments together with such interest thereon and costs of collection therefor shall be a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and cost of collection, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Property, Commercial Common Property, Residential Common Property or Recreational Facilities or by the abandonment of the property against which the assessment was made. In the case of co-ownership of a Residential Lot, Family Dwelling Unit, Multi-Family Tract, Commercial Site, Commercial Unit, or any Undivided Land, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement and operation of the Common Property, Residential Common Property, Recreational Facilities and Commercial Common Property and to provide services which the Association is authorized or required to provide including, but not limited to, the payment of taxes and insurance thereon, construction of improvements, repair, replacement, payment of the costs to acquire labor, equipment, materials, management and supervision, necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions. The Association may establish reserve funds to be held in reserve in an interest drawing account or investments as a reserve for (a) major rehabilitation or major repairs, and (b) for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss. Each year the Association may not contribute more than ten percent (10%) of its receipts from its annual assessments to said account.

Section 3. Initial Period. Until December 31, 1982, an annual assessment shall be levied by the Association only as follows:

A. One Hundred Twenty Dollars (\$120.00) for each Family Dwelling Unit and Residential Lot.

B. For each Multi-Family Tract, One Hundred Twenty Dollars (\$120.00) multiplied by the maximum number of Multi-Family Units allowed under the final site plan of said Multi-Family Tract.

After December 31, 1982, annual assessments shall be levied and determined in accordance with Section 6 of this Article VII.



Section 4. Annual Budget. The Association shall prepare an annual budget not less than thirty (30) days in advance of the commencement of each fiscal year which shall project the estimated total expenditures for the services set forth in Section 2 above for the forthcoming year, and shall apportion the said budget among the General Expenses, Residential Expenses and Commercial Expenses. The Association shall, at the same time as it prepares the annual budget, prepare a schedule which sets forth the amount of the annual assessment for each Owner. Notwithstanding anything herein to the contrary, for the initial period described in Section 3 hereinabove of this Article VII, the Association shall estimate the deficit, if any, between said budget and annual assessments projected for the coming year. The Company shall, in twelve (12) equal monthly installments, contribute an amount of money to the Association sufficient to eliminate said deficit; provided, however, said contribution shall be reduced by the surplus, if any, between said budget and annual assessment for the previous month.

Section 5. Types of Property. Only for purposes of this Article VII and Article X, Section 10, all real property of Owners shall be classified into three (3) groups:

A. Group 1. Group 1 property shall consist of all Family Dwelling Units, Residential Lots and Multi-Family Tracts.

B. Group 2. Group 2 property shall consist of all Commercial Units and Commercial Sites.

C. Group 3. Group 3 property shall consist of all Undivided Lands.

Section 6. Proportion and Amount of Annual Assessments. Annual assessments for Group 1, Group 2 and Group 3 property Owners shall be determined as follows:

A. Each Group 1 property Owner shall pay an annual assessment equal to the sum of his proportionate share of the General Expenses plus his proportionate share of the Residential Expenses. The proportionate share of General Expenses for each Group 1 property Owner shall be determined by multiplying the General Expenses by a fraction, the numerator of which is equal to the assessed value of all Group 1 property owned by such Owner, and the denominator of which is equal to the total assessed value of all Group 1 and Group 2 property owned by all Owners. The proportionate share of Residential Expenses for each Group 1 property Owner shall be determined by multiplying the Residential Expenses by a fraction, the numerator of which is equal to the assessed value of all Group 1 property owned by such Owner, and the denominator of which is equal to the total assessed value of all Group 1 property owned by all Owners. For the purposes herein, "assessed value" shall refer to the most recent tax assessment value on the tax rolls of Broward County, Florida as of January 1 of each year; provided, however, that "assessed value" shall refer to the value established by the Association, in its reasonable discretion, if said tax assessment value was based upon unimproved land which was subsequently improved.

B. Each Group 2 property Owner shall pay an annual assessment equal to the sum of his proportionate share of the General Expenses plus his proportionate share of the Commercial Expenses. The proportionate share of General Expenses for each Group 2 property Owner shall be determined by multiplying the General Expenses by a fraction, the numerator of which is equal to the assessed value of all Group 2 property owned by such Owner, and the denominator of which is equal to

the total assessed value of all Group 1 and Group 2 property owned by all Owners. The proportionate share of Commercial Expenses for each Group 2 property Owner shall be determined by multiplying the Commercial Expenses by a fraction, the numerator of which is equal to the assessed value of all Group 2 property owned by such Owner, and the denominator of which is equal to the total assessed value of all Group 2 property owned by all Owners.

C. Each Group 3 property Owner shall pay a minimum annual assessment, as established in the schedule hereinbelow unless the Board of Directors determines that the important and essential functions of the Association may be properly funded only by an assessment above or below the minimum but not more than the maximum assessment, as established hereinbelow. If the Board of Directors shall levy the applicable minimum assessment or some lesser amount for any assessment year and thereafter, during such assessment year, determine the important and essential functions of the Association can not be funded by such assessment, the Board may levy a supplemental assessment but in no event shall the sum of the initial and supplemental annual assessments for that year exceed the maximum annual assessment.

Minimum Annual  
Assessment

\$100.00/acre

Maximum Annual  
Assessment

\$200.00/acre

In calculating the amount of acreage of Undivided Lands for annual assessment purposes, the following types of land shall not be included: land intended for use as the site of roads, parks, canals, greenbelts or conservancy areas, trails, walks, Common Property, Residential Common Property, Commercial Common Property or Recreational Facilities.

Section 7. Purpose of Special Assessments. In addition to the annual assessments authorized by this Article VII, the Association may levy special assessments for the acquisition of any Common Property, Residential Common Property, Commercial Common Property or Recreational Facilities, including the payment of any mortgages thereon. The Association may also levy a special assessment, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvement upon the Common Property or Residential Common Property, Commercial Common Property or Recreational Facilities including the necessary fixtures and personal property related thereto and to repay any loan made to the Association to enable it to perform the duties and functions authorized herein; provided, however, that any special assessment relative to Residential Common Property or Recreational Facilities shall not be levied against Group 2 property Owners nor shall any special assessment relative to Commercial Common Property be levied against Group 1 property Owners. To the extent that annual assessments are insufficient to fund the services which the Association is authorized or required to provide, the Association may levy a special assessment to cover the cost thereof. Notwithstanding anything herein to the contrary, the Company shall not be liable for any special assessment.

Section 8. Proportion and Amount of Special Assessments. Special assessments for Group 1 and Group 2 property Owners shall be determined as follows:

A. Each Group 1 property Owner shall pay his proportionate share of special assessments regarding Residential

Common Property and Recreational Facilities. The proportionate share of special assessments regarding Residential Common Property and Recreational Facilities for each Group 1 property Owner shall be determined by multiplying such special assessment by a fraction which is equal to the fraction utilized in determining each such Owner's proportionate share of Residential Expenses as set forth in Section 6 above.

B. Each Group 2 property Owner shall pay his proportionate share of special assessments regarding Commercial Common Property. The proportionate share of special assessments regarding Commercial Common Property for each Group 2 property Owner shall be determined by multiplying such special assessment by a fraction which is equal to the fraction utilized in determining each such Owner's proportionate share of Commercial Expenses as set forth in Section 6 above.

C. Each Group 1 and Group 2 property Owner shall pay his proportionate share of special assessments regarding Common Property. The proportionate share of special assessments regarding Common Property for each Group 1 and Group 2 property Owner shall be determined by multiplying such special assessment by a fraction which is equal to the fraction utilized in determining each such Owner's proportionate share of General Expenses as set forth in Section 6 above.

D. The total amount of special assessments, in any one year, may not exceed a sum equal to the amount of annual assessment for such year, except in the case of emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss. This provision shall be interpreted to mean that the Association may make in any one year an annual assessment as set forth in Section 6 of this Article plus an additional special assessment which additional assessment being considered alone may not exceed the annual assessment.

Section 9. Individual Assessments. Each Owner of a Family Dwelling Unit, Residential Lot, Multi-Family Tract, Commercial Site, Commercial Unit or Undivided Land is required to maintain his property, whether improved or unimproved, in a state of good repair at all times, which shall include, but shall not be limited to, the periodic painting (or other appropriate refinishing) of all structures requiring same and the maintenance of the lawns, shrubbery and trees in a well-groomed and trim condition, and if unimproved, in an orderly and uncluttered condition. Such Owners are further required to maintain their property in accordance with any other covenants, conditions and restrictions to which their deeds or other instruments of conveyance make reference. In the event of the failure of such Owner(s) to maintain their property as required herein, the Association, after first giving thirty (30) days' notice to such Owners, may take such steps as are necessary to remedy any defective and/or unsightly conditions or comply with requirements imposed herein, and such Owner(s) of said property shall be assessed for the expense of same. Entry upon such Owners' Property for such purposes shall not constitute a trespass. Assessments may also be levied against such Owners for any damage to Common Property, Residential Common Property, Commercial Common Property or Recreational Facilities which may be caused by such Owners, their families, lessees, guests or invitees.

Section 10. Date of Commencement and Pro Ration of Annual Assessments Due Date. The annual assessments provided for herein shall commence on January 1, 1981. The assessments for any year shall become due and payable on February 1, of said year and shall become past due on March 1 of the same year, except with regard to the Company whose annual assessment shall be due in twelve (12)

equal monthly installments. The Board of Directors shall have the power to change the date upon which annual assessments become due and payable and also to determine the manner of payment of annual assessments, i.e., lump sums, monthly installments, etc., provided, however, that the annual assessments shall be due and payable not less frequently than annually. The due date of any special assessment under Section 7 hereof shall be fixed in the resolution authorizing such assessment.

Section 11. Duties of the Board of Directors. The Board of Directors of the Association shall prepare an annual budget and fix the amount of the assessment against each Residential Lot, Family Dwelling Unit, Multi-Family Tract, Commercial Site, Commercial Unit, or Undivided Land as provided hereinabove for each assessment period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto as provided in Article X, Section 5 of this Declaration. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 12. Effect of Non-Payment of Assessment; Lien. If any assessment is not paid on or before the past-due date specified in Section 10 of this Article VII, then such assessment shall become delinquent and shall, together with interest thereon at the maximum rate allowed under law from the due date and the cost of collection thereof as hereinafter provided, thereupon become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made. The personal obligation of the Owner at the time when the assessment first became due and payable to pay such assessment, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

Section 13. Remedies. If the assessment is not paid within thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same or an action in equity to foreclose the lien against the subject property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 14. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages held by an Institutional Lender now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding or deed in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien created thereby.

Section 15. Exempt Property. The following property and persons shall be exempted from assessments under this Declaration and liens therefore:

A. The grantee in conveyances of any portion of the Properties made for the purpose of granting utility easements or dedicated public roadways;

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B. All Common Property, Residential Common Property, Commercial Common Property and Recreational Facilities;

Section 17. Annual Statements. The President, Treasurer, or such other officer as may have custody of the funds of the Association shall annually, within ninety days after the close of the fiscal year of the Association, prepare and execute under oath a general itemized statement showing the actual assets and liabilities of the Association at the close of such fiscal year, and a statement of revenues, costs and expenses. It shall be necessary to set out in the statement the name of each creditor of the Association, provided, however, that this requirement shall be construed to apply only to creditors of more than \$1,000. Such officer shall furnish to each Member of the Association who may make request therefor in writing, a copy of such statement, within thirty days after receipt of such request. Such copy may be furnished to the Member either in person or by mail.

## ARTICLE VIII

### ARCHITECTURAL CONTROL

Section 1. Architectural Review Committee. There is hereby established an Architectural Review Committee ("ARC") whose duties, powers and responsibilities shall be as hereinafter set forth:

A. Initially, the ARC shall consist of three (3) persons designated by the Declarant. At such time as Declarant no longer owns any property within The Township, the Declarant shall assign to the Association the rights, powers, duties and obligations of the ARC, whereupon the Board of Directors of the Association shall appoint the members of the ARC and shall provide for the terms of the members of the ARC.

B. The ARC shall have the right of specific approval or veto of all architectural and landscaping aspects of any improvement or development of individual units or buildings as well as the general plan for development of any individual lot or subdivision, tract or parcel of land within The Township; provided, further, that the ARC may, in its sole discretion, impose standards on said architectural and landscaping aspects and said general plan for development, which standards are greater or more stringent than standards prescribed in applicable building, zoning or other local governmental codes.

C. No building, sign, outside lighting, fence, hedge, wall, walk, dock or other structure or planting shall be constructed, erected, removed, planted or maintained nor shall any addition to or any change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the ARC. As part of the application process, two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person found to be qualified by the ARC shall be submitted for approval by written application on such form as may be provided or required by the ARC.

D. In the event the information submitted to the ARC is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

E. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons, provided such approval is not unreasonably withheld. In ap-

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proving or disapproving such plans and applications, the ARC shall consider the suitability of the proposed building, improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

F. Unless specifically excepted by the ARC, all improvements for which approval of the ARC is required under this Declaration shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the ARC in the event that the approval is so conditioned.

G. The ARC shall in all cases have the right to determine and designate building set back lines necessary to conform to the general plan of the land, in order to preserve the integrity of The Township and the Development Plan. In this respect, the ARC's judgment and determination shall be final and binding.

H. In the event the ARC shall fail to approve or disapprove any plans and specifications submitted in final and complete form, within thirty (30) days after written request for approval or disapproval is delivered to the ARC by the Owner or the Owner's agent or attorney, then such approval of the ARC shall not be required; provided, however, that no building or other structure shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

I. There is specifically reserved unto the ARC, the right of entry and inspection upon any Residential Lot, Multi-Family Tract, Commercial Site, or lot upon which is located a Family Dwelling Unit or Commercial Unit for the purpose of determination by the ARC whether there exists any construction of any improvement which violates the terms of any approval by the ARC or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. The ARC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith. The Association shall indemnify and hold harmless the ARC from all costs, expenses and liabilities including attorney's fees incurred by virtue of any member of the ARC's service as a member of the ARC.

J. The ARC is empowered to publish or modify from time to time, design and development standards for The Township, including but not limited to the following:

- (1) Roof and roof design.
- (2) Fences, walls and similar structures.
- (3) Exterior building materials and colors.
- (4) Exterior landscaping.
- (5) Exterior appurtenances relating to development and utility installations.

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(6) Signs and graphics, mail boxes and exterior lighting.

(7) Building set backs, side yards and related height, bulk and design criteria.

(8) Pedestrian and bicycle ways, sidewalks and pathways.

(9) All buildings, landscaping and improvements on lands owned or controlled by the Association including recreational facilities.

K. No contractor, sub-contractor or other builder may effect any of the improvements herein discussed without the express written approval of the ARC, which permission may be withheld on the basis of the ARC's determination that such builder's qualifications and general reputation in the community indicate a potential calibre of work inferior to that deemed desirable by the ARC. The ARC may, from time to time, publish a list of builders it has in advance determined to be acceptable.

L. The ARC shall have the right to approve the location of Family Dwelling Units on the lots in order to insure that each Family Dwelling Unit will be staggered so as to provide the maximum view to all other buildings and to preserve the large trees and other natural vegetation to the maximum extent possible. In this respect, the ARC's judgment and determination shall be final and binding.

#### ARTICLE IX

##### INSTRUMENT OF CONVEYANCE

Subsequent to the recording of this Declaration of Covenants, Conditions and Restrictions in the Public Records of Broward County, Florida, each and every conveyance is subject to the herein contained covenants, conditions and restrictions and the instrument of said conveyance shall recite the Official Records Book and page numbers wherein this Declaration of Covenants, Conditions and Restrictions is recorded in the Public Records of Broward County, Florida. These Restrictions shall be covenants running with the land, be a part thereof, and be binding upon the land and the owners thereof and their successors, successors-in-title, designees, grantees and assigns.

#### ARTICLE X

##### GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Association, the Company and any Owner, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of

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the votes cast at a duly held meeting of Members of the Association in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Official Real Estate Records for Broward County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Amendments by Members. This Declaration may be amended at any time provided that three-fourths (3/4) of the votes cast by the Members present at a duly called and held meeting of the Association vote in favor of the proposed amendment provided, however, that if the affirmative vote required, for approval of action under the specific provision to be amended, is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment which in no event shall be less than sixty (60) days after the date of recording the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. Such amendment shall be recorded in the Official Records for Broward County, Florida.

Section 3. Amendments by Company. The Company may amend this Declaration without the consent of the Members for the following purposes in addition to those purposes set forth in Article II:

A. to provide that the Company shall not vote for certain seats on the Board of Directors and that these seats shall be filled exclusively by the vote of the other Members;

B. to increase the amount of the annual assessment due by the Company to the Association;

C. to incorporate in this Declaration a specific list of Common Property, Residential Common Property, Commercial Common Property or Recreational Facilities to be conveyed by the Company to the Association, which list shall include all of the items previously set forth herein, and which list may include the specific dates before which said items shall be transferred to the Association and any conditions upon which they will be transferred; and

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for any other purpose which requires a greater contribution by the Company to the Association or which lessens the role of the Company in the operation of the Association and increases the role of the other Members.

Section 4. Quorum. Quorum requirements in the Articles of Incorporation to the contrary notwithstanding, the first time any meeting of the Members of the Association is called to take action under Section 2 of this Article X, the presence at the meeting of the Members or proxies entitled to cast sixty (60%) per cent of the total vote of the Members shall constitute a quorum. If the required quorum is not forthcoming at any such meeting, a second meeting may be called subject to the giving of proper notice and the required quorum at such subsequent meeting shall be the presence of the Members or proxies entitled to cast fifty (50%) per cent of the total vote of the Association.

Section 5. Notices. Any notice required to be sent to any Member or Owner under the provisions of the Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed to the last known address of the person or entity who appears as Owner in the public records of Broward County, Florida. Notice to one of two or more co-owners of a Residential Lot, Family Dwelling Unit, Multi-Family Tract, Commercial Site, Commercial Unit, or Undivided Land shall constitute notice to all co-Owners. It shall be the obligation of every Member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes an Owner and Member following the first day in the calendar month in which said notice is mailed shall be deemed to have been given notice, if notice was given to his predecessor in title.

Section 6. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Association, its successors or assigns, or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner or the Company to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 7. Severability. Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 8. Interpretation. The Board of Directors of the Association shall have the right except as limited by any other provisions of this document or the By-Laws to determine all questions arising in connection with this Declaration of Covenants, Conditions and Restrictions and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration of Covenants, Conditions and Restrictions shall be given that interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 9. Authorized Action. All actions which the Association allowed to take under this instrument shall be authorized actions of the Association if approved by the Board of Directors of the Association in the manner provided for in the By-Laws of the Association, unless the terms of this instrument provide otherwise.

Section 10. Termination of Declaration. Should the Members of the Association vote not to renew and extend this Declaration as provided for herein, all Common Property, Residential Common Property, Recreational Facilities and Commercial Property owned by the Association at such time shall be transferred to a Trustee appointed by the Circuit Court of Broward County, Florida, which Trustee shall sell the Common Property, Residential Common Property, Recreational Facilities and Commercial Common Property free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Broward County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on the Common Property, Residential Common Property, Recreational Facilities or Commercial Common Property then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of the Common Property, Residential Common Property, Recreational Facilities or Commercial Common Property. The excess of proceeds, if any, from Residential Common Property and Recreational Facilities shall be distributed among Group 1 property Owners in a proportion which is equal to the proportionate share of such Owners in Residential Expenses. The excess of proceeds, if any, from Commercial Common Property shall be distributed among Group 2 property Owners in a proportion which is equal to the proportionate share of such Owners in Commercial Expenses. The excess of proceeds, if any, of Common Property shall be distributed among Group 1 and Group 2 property Owners in a proportion which is equal to the proportionate share of such Owners in General Expenses.

Section 11. Execution of Documents. The Development Plan for the development of the Properties may require from time to time the execution of certain documents required by the City of Coconut Creek or Broward County. To the extent that said documents require the joinder of Owners, the Company by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Company, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section shall recite that it is made pursuant to this Section.

Section 12. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its non-profit or tax exempt status under applicable state or federal law.

Section 13. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 14. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Project.

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IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed in its name and its corporate seal to be affixed this 29 day of February, 1980.

Signed, sealed and delivered in the presence of:

TARTAN MINTO CORPORATION, a Florida corporation (SEAL)

W. Reedman  
Arthur H. H. H.

By: [Signature]  
President

Attest: Michael Greenberg  
Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss

BEFORE ME, the undersigned authority, a notary public in and for the State of Florida at Large, personally appeared IRVING GREENBERG and MICHAEL GREENBERG, President and Secretary respectively of TARTAN MINTO CORPORATION, a Florida corporation, known to me to be the persons referred to in the foregoing instrument and who acknowledged before me that they executed the foregoing Declaration of Covenants, Conditions and Restrictions, as President and Secretary of said corporation, affixed the seal of said corporation and did so as the act and deed of said corporation.

WITNESS my hand and official seal at Fort Lauderdale, Florida, this 29th day of February, 1980.

Deluca Victoria  
NOTARY PUBLIC, State of Florida  
at Large  
(NOTARY SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
COMMISSION EXPIRES FEB. 17 1981  
HOLD THEIR GENERAL INS. UNDERWRITERS

CONSENT AND JOINDER

WHEREAS, Minto Builders (Florida), Inc., a Florida corporation ("Minto"), is the owner of the following described property ("Land"):

Tracts 1 through 9 and Tracts 11 through 14 of Tartan Coconut Creek Phase I, according to the Plat thereof, recorded in Plat Book 103, Page 29, of the Public Records of Broward County, Florida.

WHEREAS, Minto acquired the Land from the Declarant and, in partial consideration therefor, agreed to subject the Land to, and cause the Land to be restricted by, the foregoing Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Minto reaffirms said agreement and does hereby join in and consent to the submission of the Land to the terms and conditions of said Declaration. Notwithstanding 21

anything herein to the contrary, it is expressly understood and agreed that Minto is not the Declarant of said Declaration.

This Consent and Joinder shall be binding upon Minto, its successors and assigns.

IN WITNESS WHEREOF, Minto has caused this Consent and Joinder to be executed in its name and its corporate seal to be affixed this 29 day of Feb, 1980.

Signed, sealed and delivered in the presence of:

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

W. Paul Stan  
Andrew H. H. H.

By: [Signature], President

Attest: [Signature], Secretary

STATE OF FLORIDA )  
COUNTY OF BROWARD ) ss

BEFORE ME, the undersigned authority, a notary public in and for the State of Florida at Large, personally appeared IRVING GREENBERG and MICHAEL GREENBERG, President and Secretary respectively of MINTO BUILDERS (FLORIDA), Inc., a Florida corporation, known to me to be the persons referred to in the foregoing instrument and who acknowledged before me that they executed the foregoing Declaration of Covenants, Conditions and Restrictions, as President and Secretary of said corporation, affixed the seal of said corporation and did so as the act and deed of said corporation.

WITNESS my hand and official seal at Fort Lauderdale Florida, this 29th day of February, 1980.

N. Vera Victoria  
NOTARY PUBLIC, State of Florida  
at Large

(NOTARY SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES FEB. 17 1981  
BONOMO TRUS GENERAL INS. UNDERWRITERS

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CONSENT AND JOINDER

WHEREAS, Green Kroll Corp., a Florida corporation ("Green Kroll"), is the owner of the following described property ("Land"):

Lots 1 through 20, inclusive, of Block 5 and Lots 1 through 6, inclusive, of Block 6 of Tartan Coconut Creek Phase I, according to the Plat thereof recorded in Plat Book 103, at Page 29 of the Public Records of Broward County, Florida.

WHEREAS, Green Kroll acquired the Land from the Declarant and, in partial consideration therefor, agreed to subject the Land to, and cause the Land to be restricted by, the foregoing Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, Green Kroll reaffirms said agreement and does hereby join in and consent to the submission of the Land to the terms and conditions of said Declaration. Notwithstanding anything herein to the contrary, it is expressly understood and agreed that Green Kroll is not the Declarant of said Declaration.

This Consent and Joinder shall be binding upon Green Kroll, its successors and assigns.

IN WITNESS WHEREOF, Green Kroll has caused this Consent and Joinder to be executed in its name and its corporate seal to be affixed this 18 day of FEBRUARY, 1980.

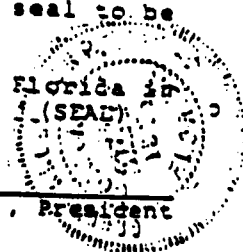
Signed, sealed and delivered  
the presence of

GREEN KROLL CORP., A Florida corporation

Mary E. Peterson  
[Signature]

By:

[Signature]  
[Signature]



President

STATE OF FLORIDA )  
COUNTY OF ) ss

BEFORE ME, the undersigned authority, a notary public in and for the State of Florida at Large, personally appeared

[Signature] President  
of GREEN KROLL CORP., a Florida corporation, known to me to be the persons referred to in the foregoing instrument and who acknowledged before me that they executed the foregoing Declaration of Covenants, Conditions and Restrictions, as President and Secretary of said corporation, affixed the seal of said corporation and did so as the act and deed of said corporation.

WITNESS my hand and official seal at Broward County Florida, this 18 day of February, 1980.

[Signature]  
NOTARY PUBLIC, State of Florida  
at Large

My Commission Expires: 12-31-81

(NOTARY SEAL)

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CONSENT AND JOINDER OF MORTGAGEE  
-to-  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
-of-  
THE TOWNSHIP

THE ROYAL BANK OF CANADA, a Canadian chartered bank having an agency at 68 William Street, New York, New York, being the owner and holder of that certain Mortgage recorded in Official Records Book 7878, Page 482 of the Public Records of Broward County, Florida, which mortgage encumbers the real property and improvements identified in the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, does hereby join in and consent to the submission of said real property and improvements thereon to said Declaration.

This CONSENT AND JOINDER shall be binding upon The Royal Bank of Canada, its successors and assigns.

IN WITNESS WHEREOF, The Royal Bank of Canada has caused this instrument to be executed in its name and seal affixed on this 5<sup>th</sup> day of February, 1980.

Signed, Sealed and Delivered in the Presence of:

THE ROYAL BANK OF CANADA, a Canadian chartered bank

Denise Q. Winterberger  
Denise Q. Winterberger

By: J. L. Littlejohn  
Manager, Corporate Accounts

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss

The foregoing Consent and Joinder was acknowledged before me this 5<sup>th</sup> day of February, 1980, by J. L. Littlejohn Manager, Corporate Accounts of The Royal Bank of Canada, a Canadian chartered bank, having an agency at 68 William Street, New York, New York, on behalf and upon authorization of said Canadian chartered bank.

WITNESS my hand and official seal in the County and State last aforesaid.

Denise Q. Winterberger  
Notary Public, State of

My Commission Expires:



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

Parcel Number 1

Tract 10, containing 17.81 acres more or less.

Parcel Number 2

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

Parcel Number 3

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

Parcel Number 4

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

Parcel Number 5

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

Parcel Number 6

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

Parcel Number 7

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

Parcel Number 8

All of Block 8, Lots 1 thru 6 inclusive, containing 2.51 acres more or less.

Parcel Number 9

All of Block 9, Lots 1 thru 4 inclusive, containing 1.15 acres more or less.

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Parcel Number 10

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

Parcel Number 11

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

Parcel Number 12

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

Parcel Number 13

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

Parcel Number 14

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

Parcel Number 15

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

Parcel Number 16

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

Parcel Number 17

All of Block 17, Lots 1 thru 3 inclusive, containing 0.95 acres more or less.

TOGETHER WITH:

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

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EXHIBIT 'A'  
(Amended)

County, Florida, more particularly described as follows:

COMMENCE at the Northeast corner of the Northwest one-quarter (N.W.  $\frac{1}{4}$ ) of the aforesaid Section 20; thence South  $00^{\circ} 33' 26''$  East (on an assumed bearing), 100.02 feet along the East line of said Northwest one-quarter (N.W.  $\frac{1}{4}$ ), to an intersection with the South right-of-way line of Sample Road (as recorded in O.R. Book 8168, Page 830); thence South  $88^{\circ} 30' 36''$  West, 1050.12 feet along said South right-of-way line (and also being 100.00 feet South of, as measured at right angles and parallel to the North line of the Northwest one-quarter (N.W.  $\frac{1}{4}$ ) of said Section 20) to the POINT OF BEGINNING; thence South  $00^{\circ} 00' 54''$  East, 950.57 feet; thence North  $89^{\circ} 59' 06''$  East, 1493.74 feet; thence along the arc of a curve to the right, concave to the South, having a radius of 300.00 feet, a delta of  $39^{\circ} 02' 28''$ , an arc distance of 204.42 feet; thence tangent to said curve South  $50^{\circ} 58' 26''$  East, 146.47 feet; thence along the arc of a curve to the right and concave to the West, having a radius of 300.00 feet, a delta of  $105^{\circ} 11' 31''$ , an arc distance of 550.78 feet; thence tangent to said curve South  $54^{\circ} 13' 05''$  West, 48.14 feet; thence along the arc of a curve to the left and concave to the East, having a radius of 315.00 feet, a delta of  $101^{\circ} 57' 51''$ , an arc distance of 560.58 feet; thence tangent to said curve South  $47^{\circ} 44' 46''$  East, 162.15 feet; thence along the arc of a curve to the right and concave to the West, having a radius of 250.00 feet, a delta of  $96^{\circ} 03' 08''$ , an arc distance of 419.11 feet; thence tangent to said curve South  $48^{\circ} 18' 22''$  West, 128.53 feet; thence along the arc of a curve to the right and concave to the Northwest, having a radius of 400.00 feet, a delta of  $41^{\circ} 40' 44''$ , an arc distance of 290.97 feet; thence tangent to said curve South  $89^{\circ} 59' 06''$  West, 1124.59 feet; thence along the arc of a curve to the left and concave to the Southeast, having a radius of 261.41 feet, a delta of  $43^{\circ} 49' 51''$ , an arc distance

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of 139.00 feet; to a point on the arc of a curve to the right and concave to the Northwest, having a radius of 600.00 feet, a delta of  $43^{\circ} 49' 51''$ , an arc distance of 459.00 feet; thence tangent to said curve South  $89^{\circ} 59' 06''$  West, 208.61 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North  $69^{\circ} 31' 39''$  West); thence along the arc of said curve, being concave to the Northwest, having a radius of 400.00 feet, a delta of  $69^{\circ} 30' 45''$ , an arc distance of 485.29 feet; thence tangent to said curve, South  $89^{\circ} 59' 06''$  West, 408.00 feet; thence North  $00^{\circ} 00' 54''$  West, 60.00 feet; thence South  $89^{\circ} 59' 06''$  West, 895.00 feet (the previous three (3) courses being contiguous with the northerly boundary of TARTAN COCONUT CREEK PHASE I, as recorded in Plat Book 103, Page 29, of Broward County, Florida records) to a point 57.00 feet East of the West line of said Block 91; thence North  $00^{\circ} 01' 54''$  West along a line 57.00 feet East of the West line of said Block 91 (as measured at right angles) and parallel with said West line of Block 91, for 2299.63 feet; thence North  $01^{\circ} 13' 06''$  East, a distance of 550.13 feet; thence North  $00^{\circ} 01' 54''$  West, along a line 69.00 feet East of (as measured at right angles) and parallel with the West line of said Block 91, for 300.00 feet; thence North  $45^{\circ} 53' 01''$  East, 50.31 feet to an intersection with a line 100.00 feet South of (as measured at right angles) and parallel with the North line of the Northeast one-quarter (N.E.  $\frac{1}{4}$ ) of the aforesaid Section 19; thence South  $88^{\circ} 08' 04''$  East, 474.97 feet along said parallel line South of said Section 19, to a point of intersection with a line 100.00 feet South of (as measured at right angles) and parallel to the North line of the Northwest one-quarter (N.W.  $\frac{1}{4}$ ) of the aforesaid Section 20; thence North  $88^{\circ} 30' 36''$  East, along said parallel line South of said Section 20, a distance of 1613.91 feet (the previous six (6) courses being contiguous with the East right-of-way line of Lyons Road and the South right-of-way line of Sample Road, as

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

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

TOGETHER WITH:

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

COMMENCE at the Northeast corner of said Section 19; thence South  $00^{\circ} 19' 00''$  West along the East line of said Section 19, a distance of 53.00 feet to a point on the South right-of-way line of Sample Road, as described on the Warranty Deed, as recorded in O. R. Book 2345, Page 518, of Broward County, Florida records; thence North  $88^{\circ} 08' 04''$  West along said line, 1290.75 feet to a point on the West boundary of said Tract 1; thence South  $00^{\circ} 01' 54''$  East along said line, 47.03 feet to a point on the South right-of-way line of Sample Road, as described on the Warranty Deed, as recorded in O. R. Book 8539, Page 802, of Broward County, Florida records, as Parcel Number 3, said point being the POINT OF BEGINNING; thence South  $88^{\circ} 08' 04''$  East along said line, 613.49 feet; thence South  $44^{\circ} 04' 59''$  East, 48.67 feet to a point on a line, 13.00 feet West of and parallel with the East boundary of said Block 90; thence South  $00^{\circ} 01' 54''$  East along said line, 2280.31 feet to a point on a line, 15.00 feet South of the South line of said Tract 48; thence South  $89^{\circ} 59' 06''$  West along said line, 130.00 feet; thence South  $00^{\circ} 01' 54''$  East along the West line of said Tract 49, a distance of 94.20 feet; thence South  $89^{\circ} 59' 06''$  West, 550.00 feet; thence South  $00^{\circ} 01' 54''$  East, 580.90 feet; thence southeasterly along the arc of a tangent curve, being concave

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to the Northeast, having a radius of 70.00 feet, a delta of  $64^{\circ} 30' 53''$ , an arc distance of 78.82 feet; thence tangent to said curve South  $64^{\circ} 32' 47''$  East, 127.06 feet to a point on the North line of TARTAN COCONUT CREEK PHASE I, as recorded in Plat Book 103, Page 29, of the Public Records of Broward County, Florida; thence South  $25^{\circ} 27' 13''$  West, 60.00 feet; thence North  $64^{\circ} 32' 47''$  West, 235.00 feet; thence South  $25^{\circ} 27' 13''$  West, 120.00 feet; thence North  $64^{\circ} 32' 47''$  West, 30.00 feet; thence South  $25^{\circ} 27' 13''$  West, 235.00 feet; thence North  $43^{\circ} 31' 46''$  West, 53.46 feet; thence South  $89^{\circ} 59' 06''$  West, 700.00 feet to the Northwest corner of said TARTAN COCONUT CREEK PHASE I, plat and a line 100.00 feet West of and parallel with the West line of said Tracts 71 and 54; thence North  $00^{\circ} 01' 54''$  West along said line, 1000.00 feet to a point on the North line of said Tract 54; thence South  $89^{\circ} 59' 06''$  West along said line, 100.00 feet to the Northwest corner of said Tract 54; thence North  $00^{\circ} 01' 54''$  West, 690.00 feet to the Northwest corner of said Tract 43; thence North  $89^{\circ} 59' 06''$  East along the North line of said Tract 43, a distance of 330.00 feet to a point on the West line of said Tract 25; thence North  $00^{\circ} 01' 54''$  West along said line, 660.00 feet to a point on the North line of said Tract 25; thence North  $89^{\circ} 59' 06''$  East along said line, 330.00 feet to the Northeast corner of said Tract 25; thence North  $00^{\circ} 01' 54''$  West, 690.00 feet to a point on the North line of said Tract 19; thence North  $89^{\circ} 59' 06''$  East along said line, 660.00 feet to a point on the West line of said Tract 1; thence North  $00^{\circ} 01' 54''$  West along said line, 310.26 feet to the POINT OF BEGINNING, containing 103.9397 acres more or less.

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TOGETHER WITH:

The North 201.00 feet of said Tract 76, containing  
1.5227 acres more or less.

All said lands lying in the City of Coconut Creek,  
Broward County, Florida, containing in aggregate 414.705  
acres more or less.

Prepared by:  
Biscayne Engineering Co., Inc.  
Engineers, Planners & Surveyors  
6010 North University Drive  
Tamarac, Florida  
Project No. 57980  
February 27, 1980

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A parcel of land lying in Section 30, Township 48 South, Range 42 East, more particularly described as follows:

Tracts 11 and 12, Block 93, "PALM BEACH FARMS COMPANY PLAT NO. 3", according to the plat thereof, as recorded in Plat Book 2, Pages 45 thru 54 inclusive, of the Public Records of Palm Beach County, Florida, containing 20.00 acres more or less.

TOGETHER WITH:

A parcel of land lying in Section 19, Township 48 South, Range 42 East, more particularly described as follows:

The North one-half (N. 1/2) of Tract 49, and the adjoining 15.00 feet of vacated road on the North side thereof.

ALSO LESS:

The East 13.00 feet thereof, all in Block 90, "PALM BEACH FARMS COMPANY PLAT NO. 3", according to the plat thereof, as recorded in Plat Book 2, Pages 45 thru 54 inclusive, of the Public Records of Palm Beach County, Florida, containing 2.51 acres more or less.

TOGETHER WITH:

A parcel of land lying in Section 18, Township 48 South, Range 42 East, more particularly described as follows:

BEGIN at the Northwest corner of Tract 1, Block 90, "PALM BEACH FARMS COMPANY PLAT NO. 3", according to the plat thereof, as recorded in Plat Book 2, Pages 45 thru 54 inclusive, of the Public Records of Palm Beach County, Florida; thence South  $00^{\circ} 01' 54''$  East along the West line of said Tract, 149.60 feet; thence South  $88^{\circ} 08' 04''$  East, 587.16 feet; thence North  $45^{\circ} 55' 01''$  East, 50.31 feet; thence North  $00^{\circ} 01' 54''$  West, 133.86 feet to a point on the North line of said Tract 1; thence along said line South  $89^{\circ} 59' 06''$  West, 623.00 feet to the POINT OF BEGINNING, containing 2.27 acres more or less.

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TOGETHER WITH

A parcel of land lying in Sections 17 and 18, Township 48 South, Range 42 East, more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest one-quarter (S.W. 1/4) of said Section 17; thence North  $00^{\circ} 49' 05''$  West along the East line of said Southwest one-quarter (S.W. 1/4), a distance of 100.00 feet to a point on the North right-of-way line of Sample Road, as described on the Warranty Deed, as recorded in O. R. Book 8539, Page 802, as recorded in the Broward County records, said point being the POINT OF BEGINNING; thence South  $88^{\circ} 30' 36''$  West along said line, 2660.76 feet; thence North  $88^{\circ} 08' 04''$  West along the North line of said Sample Road, 502.41 feet; thence North  $44^{\circ} 04' 59''$  West, 48.67 feet to a point on a line, 45.00 feet East of and parallel with the West line of Blocks 88 and 91, "PALM BEACH FARMS COMPANY PLAT NO. 3", according to the plat thereof, as recorded in Plat Book 2, Pages 45 thru 54 inclusive, of Palm Beach County, Florida; thence North  $00^{\circ} 01' 54''$  West along said parallel line and its projection, 165.59 feet; thence North  $00^{\circ} 03' 24''$  West, 684.86 feet along said parallel line to a point on the North line of Tract 55, of said Block 88; thence North  $89^{\circ} 59' 06''$  East along the North line of Tracts 55 thru 58 inclusive, a distance of 1275.00 feet to a point on the West line of Tract 50, of said Block 88; thence North  $00^{\circ} 03' 24''$  West along said line, 660.00 feet to the Northwest corner of Tract 50; thence North  $89^{\circ} 59' 06''$  East along the North line of Tracts 50 thru 46 inclusive, 1900.96 feet to a point on the East line of the Southwest one-quarter (S.W. 1/4) of said Section 17; thence South  $00^{\circ} 49' 05''$  East along the East line of said Southwest one-quarter (S.W. 1/4) of Section 17, a distance of 1493.66 feet to the POINT OF BEGINNING, containing 92.72 acres more or less.

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EXHIBIT 13  
(MAY 1980)

All of said lands lying in the City of Coconut Creek,  
Broward County, Florida, containing in aggregate 117.50  
acres more or less.

Prepared by:  
Biscayne Engineering Co., Inc.  
Engineers, Planners & Surveyors  
6010 North University Drive  
Tamarac, Florida  
Project No. 57980  
February 27, 1980

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I,                     , Secretary of the Township Community Master Association, Inc., a Florida corporation not-for-profit, hereinafter referred to as the "Corporation" do hereby certify that the following resolution was duly adopted by the Board of Directors of the Corporation by means of unanimous written action dated November 3, 1982:

WHEREAS, the Corporation has been organized to operate that certain planned unit development known as The Township (the "Project") pursuant to that certain Declaration of Covenants, Conditions and Restrictions of The Township recorded in Official Records Book 3760 at Page 924 of the Public Records of Broward County, Florida (the "Declaration");

WHEREAS, the Declaration provides that same may be amended at any time provided that three-fourths (3/4) of the votes cast by the members of the Corporation present at a duly called and held meeting of the Corporation vote in favor of the proposed amendment;

WHEREAS, the required number of votes have elected, at a duly called and held meeting of the members of the Corporation on 11/30, 1982, to amend the Declaration in the manner hereinafter set forth.

NOW, THEREFORE, be it resolved that the Declaration be amended as follows:

1. Article VII, Section 5.A. is hereby replaced in its entirety with the following:

"Group 1 Units. Each Family Dwelling Unit and Residential Unit shall be equal to one (1) Group 1 Unit. Each Multi-Family Tract shall be equal to a number of Group 1 Units which is equal to the maximum number of Family Dwelling Units which may, under existing and applicable zoning, be built upon such Multi-Family Tract."

2. Article VII, Section 5.B. is hereby replaced in its entirety with the following:

"Group 2 Units. Each Commercial Unit shall be equal to one (1) Group 3 Unit. Each Commercial Site shall be equal to a number of Group 2 Units which is equal to the maximum number of Commercial Units which may, under applicable and existing zoning, be built upon such Commercial Site."

3. Article VII, Section 6.A. is hereby replaced in its entirety with the following:

"Each Group 1 property Owner shall pay an annual assessment equal to the sum of his proportionate share of the General

OFF 10561pg 6/2

...shall be determined by multiplying the General Expenses by a fraction, the numerator of which is equal to the number of Group 1 Units owned by such Owner, and the denominator of which is equal to the total number of all Group 1 and Group 2 Units. The proportionate share of Residential Expenses for each Group 1 property Owner shall be determined by multiplying the Residential Expenses by a fraction, the numerator of which is equal to the number of Group 1 Units owned by such Owner, and the denominator of which is equal to the total number of Group 1 Units."

4. Article VII, Section 3.B. is hereby replaced in its entirety with the following:

"Each Group 2 property Owner shall pay an annual assessment equal to the sum of his proportionate share of the General Expenses plus his proportionate share of the Commercial Expenses. The proportionate share of General Expenses for each Group 2 property Owner shall be determined by multiplying the General Expenses by a fraction, the numerator of which is equal to the number of Group 2 Units owned by such Owner, and the denominator of which is equal to the total number of all Group 1 and Group 2 Units. The proportionate share of Commercial Expenses for each Group 2 property Owner shall be determined by multiplying the Commercial Expenses by a fraction, the numerator of which is equal to the number of Group 2 Units owned by such Owner, and the denominator of which is equal to the total number of Group 2 Units."

I FURTHER CERTIFY that the foregoing resolution has not been modified or rescinded by the Board of Directors of the Corporation, and is still in full force and effect as of this date.

Dated this 30 day of November, 1982, at the City of Coconut Creek, State of Florida.

Signed, sealed and delivered in the presence of:

THE TOWNSHIP COMMUNITY MASTER ASSOCIATION, a Florida corporation not-for-profit (SEAL)

Barrie L. Danner  
Mary M. Hall

By: James S. Marchant  
Secretary

R/C: U50116 D/3

The following Certificate of Agreement was acknowledged before me this 22nd day of January, 1982, by John H. Williams, Secretary of The Township Community Master Association, Inc., a Florida corporation not-for-profit on behalf of the Corporation.

David A. Luchetti  
Notary Public, State of Florida  
at Large

My commission expires:

8707001941027184

Notary Public, State of Florida at Large  
My Commission Expires February 10, 1985  
Bonded Through Hartford Insurance

NOTARY PUBLIC  
J. H. WILLIAMS  
TOWNSHIP COMMUNITY MASTER ASSOCIATION, INC.

OFF 10561pg 674

EXHIBIT "12"

-to-

OFFERING CIRCULAR

DECLARATION OF CLASS "B" RESIDENTIAL  
COVENANTS, CONDITIONS AND RESTRICTIONS

DECLARATION OF CLASS "B" RESIDENTIAL  
COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Class "B" Residential Covenants, Conditions and Restrictions made this 29th day of February, 1980 by TARTAN MINTO CORPORATION, a Florida corporation, herein after referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant has recorded that certain Declaration of Covenants, Conditions and Restrictions of the Township under Clerk's File # 80-44871, in Official Records Book       , Page       , of the Public Records of Broward County, Florida, and the real property which is subject to the said Declaration is defined as "The Township".

WHEREAS, Declarant is the owner of certain real property described in Exhibit "A" attached hereto and made a part hereof, and located within The Township.

WHEREAS, Declarant now wishes to declare certain restrictive covenants affecting the lands described in Exhibit "A" and located within The Township.

NOW, THEREFORE, Declarant does hereby declare that the covenants contained herein shall be covenants running with the land and shall apply to lands described in Exhibit "A".

ARTICLE I

DEFINITIONS

Section 1. As used herein, the following words and terms shall be defined and have the same meanings as those words set forth in the Declaration of Covenants, Conditions and Restrictions of The Township: Company, Multi-Family Unit, Architectural Review Committee (ARC) and Association.

Section 2. As used herein, the following words and terms shall have the following meanings:

A. "Multi-Family Lot" shall mean any parcel of land which is intended for or actually used as a Site for Multi-Family Units.

B. "Site" shall mean and refer to the exact location of the intended Multi-Family Units on a Lot.

C. "Owner" shall mean and refer to the Owner as shown by the real estate records in the Office of the Clerk of the Circuit Court of Broward County, Florida, whether it be one or more persons, firms, associations, corporations, or other legal entities, of fee simple title to any Multi-Family Lot or Multi-Family Unit. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

This Instrument Prepared By:  
IRWIN I. FAYNE, ESQ.  
Gloss, Schultz, Weinstein & Moss, P.A.  
2929 E. Commercial Blvd., Suite 801  
Ft. Lauderdale, Fla. 33308

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D. "Declaration" shall mean and refer to this Declaration of Class "B" Residential Covenants, Conditions and Restrictions.

E. "Patio Home" shall mean and refer to any detached Multi-Family Unit, one or more walls of which is located on or within two (2) feet of one or more boundaries of said Multi-Family Unit or the Lot upon which it sits.

## ARTICLE II

### PROPERTY SUBJECT TO DECLARATION

Section 1. The Township Phase I. The real property which shall be held, transferred, sold, conveyed, given, donated, leased and occupied subject to this Declaration is described in Exhibit "A" attached hereto and made a part hereof by reference.

Section 2. Additional Property. Additional property may become subject to this Declaration in the following manner:

A. Future Phases. The Company, shall have the right, without any consent of the Association being required to subject to this Declaration, additional properties as future phases of The Township. The additional property shall automatically become subject to this Declaration by filing in the Public Records of Broward County, Florida, a Supplemental Declaration of Class "B" Covenants, Conditions and Restrictions with respect to the additional property (the "Supplemental Declaration"). The Supplemental Declaration may contain such complimentary additions and modification of the covenants, conditions and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Company, to reflect the different character, if any, of the additional property. The additional property which the Company may subject to this Declaration is more particularly described in Exhibit "B" attached hereto and made a part hereof by reference; provided, however, that the Company is not obligated to subject to this Declaration any or all of the real property described in Exhibit "B" and no portion of said real property shall be in any way be subject to this Declaration unless and until a Supplemental Declaration therefor is duly filed in accordance with this Declaration.

B. Other Additions. Upon approval in writing of the Declarant or the Association, the Owner of any other real property, including the Declarant, who desires to add and subject it to this Declaration, may file or record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to such additional property which Supplemental Declaration, if duly executed by both said Owner and Declarant, shall extend the operation and effect of this Declaration to such additional property. The Supplemental Declaration may contain any such complimentary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Declarant, to reflect the different character, if any, of the added properties, but such modifications shall have no effect on the real property described in Exhibit "A" or "B" except as may be consistent with this Declaration.

C. Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to the surviving or consolidated association, or,

in the alternative, the properties, rights and obligations of the other Association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. Except as hereinafter provided, no such merger or consolidation shall revoke, change or add to the covenants, conditions and restrictions established by this Declaration.

### ARTICLE III

#### COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO ALL MULTI-FAMILY LOTS AND MULTI-FAMILY UNITS

Section 1. The following covenants, conditions and restrictions shall be applicable to all Multi-Family Lots and all Family Dwelling Units which are subject to this Declaration and the Owners thereof.

A. Each Multi-Family Unit shall be used and occupied solely as a single-family residence by the Owners thereof, their families, guests or tenants. ←

B. The exterior of all Multi-Family Units must be completed within two (2) years after construction of same shall have commenced except where completion is impossible or would result in great hardship to the builder thereof or Owner due to strikes, fires, national emergencies or natural calamities.

C. Each Owner shall maintain his property so as to prevent the development of any unclean, unsightly or unkempt conditions of his Multi-Family Lot or Multi-Family Unit which shall, in the Association's opinion, tend to decrease the beauty of the neighborhood as a whole or the specific area.

D. No noxious or offensive activity shall be carried on in any Multi-Family Unit or upon any Multi-Family Lot, nor shall anything be done tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants or animals or device or thing of any sort whose normal activities or existences in any way are noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in The Township by the Owners thereof.

E. No horses, hogs, cattle, cows, goats, sheep, poultry, or other animals, birds or reptiles, shall be kept, raised or maintained on any Multi-Family Lot provided, however, that dogs, cats and other household pets may be kept in numbers established by the Association if their presence causes no disturbance to others. All pets shall be kept on a leash when not on the Owner's Multi-Family Lot.

F. No commercial activity, trade or business shall be maintained upon any Multi-Family Lot or in any Multi-Family Unit.

G. No fence shall be erected, maintained or permitted on any Multi-Family Lot without the prior written approval of the ARC.

H. No clotheslines or clothes poles shall be erected, maintained or permitted on any Multi-Family Lot.

I. No fuel tanks or similar storage receptacles other than those required for normal residential use shall be allowed, nor may they be exposed to view, and instead may only be installed within an accessory building or buried underground.

J. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Multi-Family Lot except in closed containers, dumpsters or other sanitary garbage collection facilities. All containers, dumpsters and garbage facilities shall be screened from view, kept in a clean and sanitary condition and subject to size restrictions as determined by the ARC; no noxious or offensive odors shall be permitted; no refuse shall be allowed to accumulate so as to constitute a nuisance.

K. No signs of any kind, including commercial signs such as "For Rent", "For Sale" and the like, nor flags of any kind shall be erected or maintained except with the written permission of the ARC or its assigns or except as may be required by legal proceedings, it being understood that the ARC will not grant permission to maintain or erect said signs unless such is reasonably necessary to avert serious hardship to the Owner. If such permission is granted, the ARC reserves the right to restrict size, color and content of such signs.

L. Each Multi-Family Lot shall provide space for off-street parking. The parking and/or storage on property subject to this Declaration of trucks, campers, trailers, mobile homes, buses, storage vehicles or industrial vehicles, except in approved areas, if any, is prohibited without the prior written consent of the Association.

M. No exterior radio antennas, television antennas, electronic antennas, aerials or cables shall be erected or maintained on any Multi-Family Lot or Multi-Family Unit without the prior written consent of the ARC.

N. No tents and no temporary or accessory buildings or structures shall be erected on any Multi-Family Lot without the prior written consent of the ARC.

O. No immoral, improper, offensive or unlawful use shall be made of or conducted on or within any Multi-Family Unit or any part thereof; all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

P. No trees measuring six (6) inches or more in diameter may be removed from any Multi-Family Lot without the written approval of the ARC, unless located within ten (10) feet of the approved site for Multi-Family Units.

Q. No Multi-Family Lot shall be subdivided or its boundary lines changed except with the prior written consent of the Declarant. However, the Declarant expressly reserves to itself, its successors or assigns the right to replat any Multi-Family Lot shown upon any plat within The Township in order to create a modified Multi-Family Lot or lots and to take such other steps as are reasonably necessary to make such Multi-Family Lot suitable and fit for its intended purpose.

R. The Association shall have the sole authority to determine the existence or non-existence of a nuisance under this Article, and the determination by the Association shall not be limited to those nuisances defined herein, but shall include any act, omission or condition which, in the opinion of the Association, detracts from or interferes with the use and enjoyment intended to be preserved by this Declaration for all Owners.

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to and in the water shall be planted and maintained with grass and shall, at all times, be maintained on a slope ratio of not less than 3 horizontal feet to every vertical foot unless prior approval for other use is obtained from the ARC.

T. No boats powered by internal combustion engines, nor boats which exceed a length of fifteen (15) feet shall be permitted to be kept, stored or used upon the property within The Township without the prior written consent of the Association.

U. No fishing is allowed except in those areas designated by the Association. This, however, does not preclude an Owner, his family and guests from fishing in an area adjacent to his Lot.

V. No bulkheading, barge, dock, piling, float or other structure shall be erected in or adjacent to the water areas within or adjacent to the property subject to this Declaration except with the express written approval of the ARC.

W. No refuse, garbage or other waste material of any kind shall be disposed of in said waters.

X. Prior to the construction and use of a Multi-Family Unit on any Multi-Family Lot, proper and suitable provision shall be made for the disposal of sewage by connection with the sewer mains of the Company or a public utility authority, or if no such main has been constructed in the vicinity of such Multi-Family Lot, such disposal shall be made by means of a septic tank or tanks constructed on such Multi-Family Lot subject to applicable governmental requirements. All sewage shall be emptied or discharged into such main or tanks. No sewage shall be emptied or discharged into any lake, canal or beach or shorelines thereof. No sewage disposal system shall be permitted on any Multi-Family Lot nor may any sewage disposal system be used unless such system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the appropriate public health authority. Approval of such system shall be obtained from such authority after the completion of said system and prior to the use of the system.

Y. No private water wells for purposes other than irrigation may be drilled or maintained on any Multi-Family Lot so long as the Company plans a water distribution line within fifty (50) feet of such Multi-Family Lot, provided, however, that if such water distribution line is not completed within five (5) days from the date of completion of any Multi-Family Unit, a private well may be drilled by the Owner.

#### ARTICLE IV

##### SPECIAL RESTRICTIONS AFFECTING PATIO HOME UNITS

Section 1. The following restrictions shall be applicable to all Patio Homes and the Owners thereof:

A. Each Patio Home must be constructed such that one or more walls thereof shall be located within two (2) feet inside of, and parallel to the designated Multi-Family Lot line.

B. The Patio Home shall utilize a portion of the patio wall as one of its exterior walls and shall be constructed so that neither the patio wall nor the Patio Home provides any window or view openings looking into or overlooking the adjacent Patio Home Lot and provides no access way or entry way into the Lot of said adjacent Patio Home.

C. The cost of construction, maintenance and repair of a patio wall shall be the sole responsibility of the Owner on whose Lot the same is located.

D. There shall be reserved an easement on each Lot between the exterior of the patio wall and/or Patio Home and the parallel Lot boundary line for the use and enjoyment of the adjacent Lot Owner, only as hereinafter provided. Said easement area and the exterior of the patio wall and/or Patio Home may be used by an adjacent Owner only for the planting and care of shrubbery and other landscaping, providing the same does not interfere with the structural integrity of the patio wall and/or Patio Home.

E. An easement is further reserved along the boundary line of each Patio Home Lot, adjacent to the patio wall on the adjacent lot, for the construction, repair and maintenance of the patio wall and/or Patio Home on the adjoining Lot. The use of the easement area by an adjoining Owner shall not exceed a reasonable period of time during construction nor shall it exceed a period of thirty (30) days each year for essential maintenance. Any shrubbery or planting in the easement area that is removed or damaged by the adjoining Owner during the construction, maintenance or repair of his patio wall and/or Patio Home, shall be repaired or replaced at the expense of the adjoining Unit Owner causing such damage.

## ARTICLE V

### GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the property subject to this Declaration, and shall inure to the benefit of and be enforceable by the Association, the Company or the Owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of Owners vote in favor of terminating this Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. In the event that the Owners vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Owners, the date of the meeting of the Owners at which such resolution was adopted, the date that notice of such meeting was

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given, the total number of votes of Owners, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Official Real Estate Records for Broward County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

Section 2. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association or any Owner or the Company to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter.

Section 3. Additional Restrictions. The Company reserves in each instance the right to add additional restrictive covenants in respect to lands conveyed subsequent to the recording of this Declaration, or to limit therein the application of these covenants, provided that no limitations shall be made applicable to a portion of the Lots in a platted subdivision, with any limitations to this Declaration to be applicable only as to subdivisions in which no parcels have been previously conveyed subject to this Declaration.

Section 4. Construction. In the event of any conflict or ambiguity between the terms and conditions of this Declaration and the Declaration of Covenants, Conditions and Restrictions of The Township Phase I, the latter shall have priority over this Declaration, and the latter shall take precedence over and supersede the terms and conditions of this Declaration.

IN WITNESS WHEREOF, the Declarant, Tartan Minto Corporation, has caused this Declaration to be executed in its name and its corporate seal to be affixed this 29 day of Feb 1980.

Signed, sealed and delivered  
in the presence of:

W. R. [Signature]  
[Signature]

TARTAN MINTO CORPORATION,  
a Florida corporation (SEAL)

By: [Signature]  
President

Attest: [Signature]  
Secretary

(CORPORATE SEAL)

RECEIVED  
JAN 11 1961  
U.S. DEPT. OF JUSTICE

RECEIVED TO AMERICAN

NONE

STATIONER'S COPY OF RECEIPT

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EXHIBIT "13"

-to-

OFFERING CIRCULAR

RECEIPT FOR CONDOMINIUM DOCUMENTS



# RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium: Applewood Village IV - "D," a Condominium

Address of Condominium: Coconut Creek, Florida

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

DOCUMENT	RECEIVED
Prospectus	
Declaration of Condominium	
Articles of Incorporation	
By-Laws	
Estimated Operating Budget	
Form of Agreement for Sale or Lease	
Rules and Regulations	
Covenants and Restrictions	
Ground Lease	N/A
Management and Maintenance Contracts for More Than One Year	N/A
Renewable Management Contracts	N/A
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominiums	N/A
Form of Unit Lease if a Leasehold	N/A
Declaration of Servitude	N/A
Sales Brochures	
Phase Development Description (See 718.503(2)(K) and 504(14))	N/A





Lease of Recreational and Other Facilities  
to be Used by Unit Owners With Other  
Condominiums (See 718.503(2)(h))

N/A

Description of Management for Single  
Management of Multiple Condominiums (See 718.503(2)(k))

Conversion Inspection Report

N/A

Conversion Termite Inspection Report

N/A

Plot Plan

Floor Plan

Survey of Land and Graphic  
Description of Improvements

Executed Escrow Agreement

MADE AVAILABLE

Plans and Specifications

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Purchaser

Purchaser

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