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Prepared By:
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DECLARATION OF CONDOMINIUM

of

SEA ESTA CONDOMINIUM

SEA ESTA CONDOMINIUM, INC., a Florida Corporation, hereinafter referred to as Developer, on behalf of itself and its successors, grantees and assigns, and to its successors, grantees and assigns, does hereby declare that the lands hereinafter described are and shall be dedicated and submitted to the condominium form of ownership as legally authorized by the Legislature of the State of Florida, pursuant to the provisions of Chapter 718, Florida Statutes, entitled Condominium Act, in accordance with the terms and conditions of this Declaration as herein-after set forth:

I. NAME AND ADDRESS

The name by which this condominium shall be identified is SEA ESTA CONDOMINIUM, and its address is 2060 N. E. 1st Street, Deerfield Beach, Florida 33441.

II. LEGAL DESCRIPTION OF THE LAND

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

Lots 16, 17, 18 and 19, Block 6, DEERFIELD BEACH according to the Plat thereof, as recorded in Plat Book 4, Page 4, of the Public Records of Broward County, Florida.

III. DEFINITIONS

As used herein or elsewhere in the Condominium Documents, unless otherwise provided, or unless the context requires otherwise, the following terms shall be defined as in this Article provided.

1. Apartment: that part of the condominium property which is subject to private ownership.
2. Apartment Owner: the person or persons holding title in fee simple to an Apartment.
3. Condominium Parcel: the Apartment together with an undivided share in the common elements which is appurtenant to the Apartment.
4. Assessment: that portion of the cost of maintaining, repairing and managing the Property which is to be paid by each Apartment Owner, which respective portions, except as herein specifically otherwise provided, are set forth in Exhibit A annexed hereto and made part thereof.

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5. Association: the SEA ESTA CONDOMINIUM ASSOCIATION, INC. and its successors, a corporation not for profit, copies of the Articles of Incorporation and Bylaws of which corporation are annexed hereto and made parts hereof as Exhibits C and D, respectively.

6. Common Elements: all that part of the Property which is not included within the apartments or which exists within Apartments by virtue of an easement herein created.

7. Common Expenses: the actual and estimated costs of:

- (a) maintenance, management, operation, repair and replacement of the common elements and those parts of the apartments as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;
- (b) management and administration of the Association, including without limiting the same, to compensation paid by the Association to a managing agent, accountants, attorneys, and other employees;
- (c) any other items held by or in accordance with other provisions of this Declaration or the Condominium Documents to be Common Expense.

8. Common Surplus: the excess of all receipts of the Association including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.

9. Condominium Documents: this Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said exhibits are as follows:

- Exhibit A - Survey, Site Plan and Floor Plans prepared by Caulfield/Nash and Associates, Inc.
- Exhibit B - Schedule of Percentage Ownership.
- Exhibit C - Articles of Incorporation of SEA ESTA CONDOMINIUM ASSOCIATION, INC.
- Exhibit D - Bylaws of SEA ESTA CONDOMINIUM ASSOCIATION, INC.
- Exhibit E - Rules and Regulations of the Association
- Exhibit F - Deed Form.

10. Developer: SEA ESTA CONDOMINIUM, INC., its successors or assigns.

11. Association: SEA ESTA CONDOMINIUM ASSOCIATION, INC., the entity responsible for the operation of this Condominium.

12. Property: the land in the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with this condominium.

13. Share: the percentages attributed to each Apartment as set forth in Exhibit B.

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IV. COMMON ELEMENTS

The common elements shall be used in accordance with and subject to the following provisions:

1. Covenant Against Partition. In order to effectuate the intent hereof and to preserve the Condominium and the condominium method of ownership, the Property shall remain undivided and no person, irrespective of the nature of his interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part thereof until the termination of the Declaration in accordance with provisions herein elsewhere contained or until the Building is no longer tenatable, whichever first occurs.

2. Rules and Regulations Promulgated by Association. The Association shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to members of the Association and their respective families, guests, invitees and servants, as well as to provide for the exclusive use by an Apartment Owner and his guests, for specific occasions, of any of the recreation facilities. Such use may be conditioned upon, among other things, the payment by the Apartment Owner of such assessment as may be established by the Association for the purpose of defraying costs thereof. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association.

3. Operation. Maintenance, repair, management and operation of the Common Elements shall be the responsibility of the Association, but nothing herein contained shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as are approved by the Board of Directors of the Association.

4. Costs. Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be collected from Apartment Owners as assessed, in accordance with provisions contained elsewhere herein.

5. Use. Subject to the rules and regulations from time to time pertaining thereto, all Apartment Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other Apartment Owners.

6. Alterations and Improvements. The Association shall have the right to make or cause to be made such alterations and improvements of the Common Elements (which do not prejudice the right of any Apartment Owner unless his written consent has been obtained), provided the making of such alterations and improvements are first approved by the Board of Directors of the Association and all first mortgagees of individual units. The costs of such requesting Apartment Owners shall be assessed as Common Expenses unless in the judgment of not less than 80% of the Board of Directors, the same are exclusively or substantially exclusively for the benefit of the Apartment Owner or Owners requesting the same, in which case such requesting Apartment Owner shall be assessed therefore in such proportions as they approve jointly and failing such approval, in such proportions as may be determined by the Board of Directors of the Association.

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V. MAINTENANCE AND REPAIR OF APARTMENT

1. By the Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of:

- (a) all portions of the Apartment which contribute to the support of the Buildings, excluding, however, interior wall, ceiling and floor surfaces, and including, without intending to limit the same to, outside walls of the Buildings, structural slabs, roof, interior boundary walls of Apartments and load-bearing columns;
- (b) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be contained in the Apartment but excluding therefrom, appliances and plumbing fixtures;
- (c) all incidental damage caused to an Apartment by such work as may be done or caused to be done by the Association in accordance herewith.

2. By the Apartment Owner. The responsibility of the Apartment Owner shall be as follows:

- (a) to maintain, repair and replace at his expense, all portions of the Apartment except the portions of each to be maintained, repaired and replaced by the Association;
- (b) to perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the building;
- (c) not to paint or otherwise decorate or change the appearance of any portion of the buildings not within the walls of the Apartment, unless the written consent of the Association is first obtained;
- (d) to promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association;
- (e) not to make any alterations in the portions of the Apartment or the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the buildings without first obtaining the written consent of the Board of Directors of the Association and all First Mortgagees of individual units,

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nor shall any Apartment Owner impair any easement without first obtaining the written consents of the Association and of the Apartment Owner or Owners for whose benefit such easement exists.

VI. APARTMENTS SHALL BE CONSTITUTED AS FOLLOWS:

1. Real Property. Each Apartment, together with the space within it as shown on the Survey and Site Plan attached as Exhibit A and together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the Property, subject only to the provisions of this Declaration.

2. Boundaries. Each Apartment shall be bounded as to both horizontal and vertical boundaries as shown on the Survey and Site Plan, subject to such encroachments as are contained in the building whether the same exist now or are created by construction, settlement or movement of the building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows:

(a) Horizontal Boundaries:

- (i) the upper boundary shall be the horizontal plane of the undecorated finished ceiling extended to an intersection with the perimetrical boundaries.
- (ii) the lower boundary shall be the horizontal plane of the undecorated finished floor extended to an intersection with the perimetrical boundaries.

(b) Vertical Boundaries:

- (i) the perimetrical boundaries shall be the vertical planes of the undecorated finished interior of the walls extended to an intersection with each other and with the upper and lower boundaries.

3. Appurtenances. Each Apartment shall include and the same shall pass with each Apartment as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the rights, title and interest of an Apartment Owner in the Property, which shall include but not be limited to:

- (a) Common Elements: an undivided share of the Common Elements, such undivided share to be that portion set forth in Exhibit A;
- (b) A license with or without monthly fees to maintain a private passenger automobile at and on a parking space in accordance with the Rules and Regulations of the Association;

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- (c) Easements for the benefit of the Apartment;
- (d) Association membership and an undivided share in the funds and assets held by the Association for the benefit of the Apartment Owner;
- (e) All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other Apartments;
- (f) In addition to and not in derogation of the ownership of the space described on the Survey and Site Plan, an exclusive easement for the use of the space not owned by the Apartment Owner and which is occupied by the Apartment, which easement shall exist until the earlier of such time as this Declaration is terminated in accordance with provisions herein elsewhere contained, or the building is no longer tenantable;
- (g) The following easements from each Apartment Owner to each other Apartment Owner and to the Association:
 - (i) Ingress and Egress. Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Condominium Documents.
 - (ii) Maintenance, Repair and Replacement. Easements through the Apartments and Common Elements for maintenance, repair and replacement of the Apartments and Common Elements. Use of these easements, however, for access to the Apartments shall be limited to reasonable hours, except that access may be had at any time in case of emergency.
 - (iii) Structural Support. Every portion of an Apartment which contributes to the structural support of the building shall be burdened with an easement of structural support for the benefit of the Common Elements.
 - (iv) Utilities. Easements through the Apartments and Common Elements for all facilities for the furnishing of utility services within the building, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through an Apartment shall be only substantially in accordance with the Plans and Specifications of the buildings.
 - (v) Emergency easements of Ingress and Egress. Easements over all balconies whenever reasonably required for emergency ingress and egress. No Apartment Owner shall install or allow to be installed any lock, security device or other thing which will or might impair such easements.

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VII. USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment buildings in useful condition exist upon the land.

1. Each of the Apartments shall be occupied only as a family residence and for no other purpose. Except as reserved to Developer, no Apartment may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending this Declaration to show the changes in the Apartments to be effected.
2. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Apartments.
3. No nuisances shall be allowed upon the condominium property nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Apartment Owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.
4. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.
5. After approval by the Association elsewhere required, entire Apartments may be rented provided the occupancy is only by the lessee and his family.
6. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments shall be furnished by the Association to all Apartment Owners and residents of the condominium upon request.
7. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments of the condominium, neither the Apartment Owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

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VIII. CONVEYANCES

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the apartments, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists and the apartment buildings in useful condition exist upon the land, which provisions each apartment owner covenants to observe:

1. Transfers subject to approval.

a. Sale. No apartment owner may dispose of an apartment or any interest in an apartment by sale without approval of the Association except to an apartment owner.

b. Lease. No apartment owner may dispose of an apartment or any interest in an apartment by lease for more than one year without approval of the Association except to an apartment owner.

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

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

e. Other transfers. If any apartment owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his apartment shall be subject to the approval of the Association.

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

a. Notice to Association.

(1) Sale. An apartment owner intending to make a bona fide sale of his apartment or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser of the apartment if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

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

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

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

b. Certificate of approval.

(1) Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the Public Records of Broward County, Florida at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, which, at the election of the Association, shall be delivered to the lessee or shall be recorded in the Public Records of Broward County, Florida at the expense of the lessee.

(3) Gift; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association, which shall be recorded in the Public Records of Broward County, Florida at the expense of the apartment owner.

c. Approval of corporate owner or purchaser. Inasmuch as the condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be approved by the Association.

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3. Disapproval by Association. If the Association shall disapprove a transfer or ownership of an apartment, the matter shall be disposed in the following manner:

a. Sale. If the proposed transaction is a sale and if the notice of sale given by the apartment owner shall so demand, then within 30 days after receipt of such notice and information the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase, or within ten days after the determination of the sale price if such is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the apartment owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

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

c. Gifts; devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt from the apartment owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the apartment owner an agreement to purchase the apartment concerned by a purchaser approved by the Association who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by

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

(2) The purchase price shall be paid in cash.

(3) The sale shall be closed within ten (10) days following the determination of the sale price.

(4) A certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the Public Records of Broward County, Florida, at the expense of the purchaser.

(5) If the association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Broward County, Florida, at the expense of the apartment owner.

4. Mortgage. No apartment owner may mortgage his apartment nor any interest in it without the approval of the Association except to a bank, life insurance company or a savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

5. Exceptions. The foregoing provisions of this section VIII entitled "Conveyances" shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

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

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IX. ADMINISTRATION

The administration of the Condominium, including but not limited to the acts required by the Association, shall be governed by the following provisions:

1. The Association shall be incorporated under the name of SEA ESTA CONDOMINIUM ASSOCIATION, INC., as a corporation not for profit under the laws of the State of Florida under Articles of Incorporation of which a copy is attached as Exhibit C.
2. The Bylaws of the Association shall be in the form attached as Exhibit D until such are amended in the manner therein provided.
3. The duties and powers of the Association shall be those set forth in this Declaration, the Articles of Incorporation and the Bylaws, together with those reasonably implied to effect the purposes of the Association and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the Bylaws, the terms and provisions of this Declaration shall prevail and the Apartment Owners covenant to vote in favor of such Amendments in the Articles of Incorporation and/or Bylaws as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the Bylaws and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Declaration, shall be so exercised except that wherever this Declaration requires the act or approval of the Board of Directors of the Association such act or approval must be that of the Board done or given in accordance with the Bylaws.
4. Notices or demands, for any purpose, shall be given by the Association to Apartment Owners and by Apartment Owners to the Association and other Apartment Owners in the manner provided for notices to members of the Association by the Bylaws of the Association.
5. All funds and title to all properties acquired by the Association and the proceeds thereof after deducting therefrom the costs incurred by the Association in acquiring the same shall be held for the benefit of the Apartment Owners for the purposes herein stated.
6. All income received by the Association from the rental or licensing of any part of the Common Elements shall be used for the purpose of reducing prospective Common Expenses prior to establishing the annual assessment for Common Expenses.

X. INSURANCE

The insurance which shall be carried upon the Property shall be governed by the following provisions:

1. Authority to purchase. All insurance policies upon the Property (except as hereinafter allowed) shall be purchased by the Association for the benefit of

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the Apartment Owners and their respective mortgagees as their interests may appear and shall provide for the issuance of certificates of insurance mortgage endorsements to the holders of first mortgages on the Apartments or any of them. Such policies and endorsements shall be deposited with the Insurance Trustee, (hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof.

2. Apartment Owners. Each Apartment Owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability as may be required by law.

3. Coverage.

- (a) Casualty. The buildings and all other insurable improvements upon the land and all personal property as may be owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against:
 - (i) loss or damage by fire and other hazards covered by the standard extended coverage endorsement;
 - (ii) such other risks as from time to time customarily shall be covered with respect to buildings similar in construction, location and use as the Buildings including but not limited to, vandalism, malicious mischief, windstorm and water damage;
- (b) Public liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limiting the same to water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverages;
- (c) Workmen's Compensation policy to meet the requirements of the law;
- (d) All liability insurance shall contain cross-liability endorsements to cover liabilities of the Apartment Owners as a group to an Apartment Owner.

4. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as Common Expenses.

5. All insurance policies purchased by the Association shall be for the benefit of the Association and the Apartment Owners and their mortgagees as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to an Insurance Trustee. An Insurance Trustee shall be any bank in Broward County, Florida, with trust powers as may be approved by the Association. Such Trustee is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor

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for the renewal of the policies, nor for the sufficiency of coverage, nor for the form or contents of the policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Association, the Apartment Owners and their respective mortgagee, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

(a) Common Elements. Proceeds on account of damage to Common Elements - that undivided share for each Apartment Owner and his mortgagee, if any, which is set forth in Exhibit B.

(b) Apartments. Proceeds on account of Apartments shall be held in the following undivided shares:

(i) partial destruction when the Buildings are to be restored - for the Owners of damaged Apartments in proportion to the cost of repairing the damage suffered by each damaged Apartment. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate portions as aforesaid, and each Apartment Owner shall be bound by and the Insurance Trustee may rely upon such certification.

(ii) total destruction of the Buildings or where the Buildings are not to be restored - for all Apartment Owners, the share of each being that share set forth in Exhibit B.

(c) Mortgages. In the event a mortgagee endorsement has been issued to an Apartment, the share of the Apartment Owner shall be held in trust for the mortgagee and the Apartment Owner as their interests may appear.

6. Distribution of Proceeds. Proceeds of Insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners after first paying or making provisions for the payment of the expense of the Insurance Trustee in the following manner:

(a) Reconstruction or Repair. If the damage for which the proceeds were paid is to be repaired or reconstructed, the 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, all remittances to Apartment Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an Apartment and may be enforced by him.

(b) 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 proceeds shall be distributed to the beneficial Owners, remittances to Apartment Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an Apartment and may be enforced by him.

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(c) Certificate. In making distribution to Apartment Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Apartment Owners and their respective shares of the distribution. Upon request of the Insurance Trustees, the Association forthwith shall deliver such certificate.

XI. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

A. If any part of the Common Elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

1. Partial destruction, which shall be deemed to mean destruction which does not render one-half or more of the Apartments untenable - shall be reconstructed or repaired unless at a meeting of the members of the Association which shall be called prior to commencement of such reconstruction or repair, this Declaration is terminated.

2. Total destruction, which shall be deemed to mean destruction which does render one-half or more of the Apartments untenable - shall not be reconstructed or repaired unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or, if by such date, the insurance loss has not been finally adjusted, then within 30 days thereafter, Apartment Owners who, in the aggregate, own 80% or more of the shares, vote in favor of such reconstruction or repair.

3. Any such reconstruction or repair shall be substantially in accordance with the Plans and Specifications.

4. Encroachments upon or in favor of Apartments which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Apartment Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the Plans and Specifications or as the Building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Building stands.

5. Certificate. The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be reconstructed or repaired. The Association, upon request of the Insurance Trustee, shall deliver such certificate as soon as practical.

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

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1. Estimate of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such Bonds as the Board of Directors desires.

2. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessments shall be made against the Apartment Owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of costs thereof are insufficient, assessments shall be made against the Apartment Owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

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

(a) Association. If the amount of the estimated costs of reconstruction and repair exceeds \$5,000.00, then the sums paid upon assessments to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

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

(i) Apartment Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Apartment Owner: to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Apartment Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Apartment Owner and their first mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to limit or modify the responsibility of the Apartment Owner to make such reconstruction or repair.

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- (ii) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair 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 of 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.
- (iii) Association - Major damage. If the amount of the estimated costs of reconstruction and repair of the building or other improvement is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
- (iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds; and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed jointly to the Apartment Owners and their mortgagees who are the beneficial owners of the fund.
- (v) When the damage is to both Common Elements and Apartments, the insurance proceeds shall be applied first to the costs of repairing the Common Elements and the balance to the Apartments in the shares above stated.

4. Insurance Adjustments. Each Apartment Owner shall be deemed to have delegated to the Board of Directors his right to adjust with insurance companies all losses under policies purchased by the Association except in any case where the damage is restricted to one Apartment, subject to the rights of mortgagees of such Apartment Owners.

XII. TAXES AND SPECIAL ASSESSMENTS

1. Anticipated Taxes. It is anticipated that taxes and special assessments upon the apartments and common facilities will be assessed by the taxing authorities to the Apartment Owners.

2. Other Assessments. Any taxes and special assessments upon the condominium property which are not assessed against the Apartment Owners shall be included in the budget of the Association as recurring expenses and shall be assessed against the Apartment Owners as a Common Expense.

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3. Return for Taxation. Each Apartment Owner shall make a return of his or her Apartment for taxation in the name of the Owner.

XIII. ASSESSMENTS

Assessments against the Apartment Owners shall be made or approved by the Board of Directors of the Association and paid by the Apartment Owners to the Association in accordance with the following provisions:

1. Share of Expenses. Common Expenses - Each Apartment Owner shall be liable for his share of the Common Expenses as set forth in Exhibit B, and any common surplus shall be owned by each Apartment Owner in a like share.

2. Assessments other than Common Expenses. Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the Condominium Documents, shall be paid by the Apartment Owners to the Association in the proportions set forth in the provision of the Condominium Documents authorizing the assessment.

3. Accounts. All sums collected by the Association from assessments may be co-mingled in a single fund but they shall be held for the Apartment Owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

(a) Common Expense Account - to which shall be credited collections of assessments for all Common Expenses as well as payments received for defraying costs of the use of Common Elements;

(b) Alterations and Improvement Account - to which shall be credited all sums collected for alteration and improvement assessments;

(c) Reconstruction and Repair Account - to which shall be credited all sums collected for reconstruction and repair assessments;

(d) Emergency Account - to which shall be credited all sums collected for emergencies.

4. Assessments for Recurring Expenses. Assessments for recurring expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding for which the assessments are made and at such other and additional times as in the judgment of the Board of Directors, additional Common Expenses assessments are required for the proper management, maintenance and operation of the Common Elements. Such annual assessments shall be due and payable in 12 equal consecutive monthly payments, on the first day of each month, beginning with January of the year for which the assessments are made. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of unneeded Common Expense Account balances and less the estimated payments to the Association for defraying the costs of the use of Common Elements. If an annual assessment is not made as required, a payment in

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

5. Other Assessments shall be made in accordance with the provisions of the Condominium Documents and if the time of payment is not set forth in the Condominium Documents, the same shall be determined by the Board of Directors of the Association.

6. Assessments for Emergencies. Assessments for Common Expenses for emergencies which cannot be paid from the Common Expense Account shall be made only by the Board of Directors of the Association.

7. Assessments for Liens. All liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than one Apartment or upon any portion of the Common Elements, shall be paid by the Association as a Common Expense and shall be assessed against the Apartments in accordance with the shares of the Apartments concerned or charged to the Common Expense Account, whichever in the judgment of the Board of Directors is appropriate.

8. Assessment Roll. The assessments against all Apartment Owners shall be set forth upon a roll of the Apartments which shall be available in the Office of the Association for inspection at all reasonable times by Apartment Owners or their fully authorized representatives. Such roll shall indicate for each Apartment the name and address of the Owner or Owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate made by the Association as to the status of an Apartment Owner's assessment account shall limit the liability of any person for whom made other than the Apartment Owner. The Association shall issue such certificates to such persons as an Apartment Owner may request in writing.

9. Liability for Assessments. The Owners of an Apartment and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Element or by abandonment of the Apartment for which the assessments are made. A purchaser of an Apartment at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all prepaid assessments paid beyond the date such purchaser acquires title.

10. Lien for Assessments. The unpaid portion of an assessment which is due shall be secured by a lien upon:

(a) The Apartment and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in the Public Records of Broward County. The Association shall not, however, record such claim of lien until the assessment is unpaid for not less than twenty (20) days after it is due. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied.

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(b) All tangible personal property located in the Apartment except that such lien shall be subordinate to prior bona fide liens of record. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien.

11. Application.

(a) Interest; Application of Payments. Assessments and installments thereof paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the Common Expense Account.

(b) Suit. The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and in either event, the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of ten percent (10%) per annum, and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, to reasonable attorney's fees.

12. Rental Pending Foreclosure. In any foreclosure of a lien for assessments the owner of the Apartment subject to the lien shall be required to pay a reasonable rental for the Apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

XIV. JUDICIAL SALES

1. No judicial sale of an Apartment nor any interest therein shall be valid unless:

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

(b) The sale is a result of a public sale with open bidding.

2. Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration shall be void unless subsequently approved by the Board of Directors of the Association.

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3. In the event proceedings are instituted to foreclose any mortgage on any Apartment, any mortgage institution, bank, savings and loan association, insurance company or any other recognized lending institution owning a mortgage on any Apartment, shall have an unrestricted, absolute right to accept title to the Apartment in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Florida and to bid upon said Apartment at the foreclosure sale. The mortgagee taking title on such foreclosure sale or taking title in lieu of foreclosure, may acquire such Apartment and occupy the same and let, relet, sell and resell the same without complying with the restriction limiting the occupation of said property to persons approved by the Association.

XV. COMPLIANCE AND DEFAULT

Each Apartment Owner shall be governed by and shall comply with the terms of the Condominium documents and Regulations adopted pursuant thereto and said Documents and Regulations as they may be amended from time to time. A default shall entitle the Association or other Apartment Owners to the following relief:

(a) Legal Proceeding. Failure to comply with any of the terms of the Condominium Documents and Regulations adopted pursuant thereto, shall be ground for relief which may include, without intending to limit the same, to an action to recover sums due for damages. Injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved Apartment Owner.

(b) All Apartment Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of any apartment or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

(c) Costs and Attorney's Fees. In any proceeding arising because of an alleged default by an Apartment Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

(d) No Waiver of Rights. The failure of the Association or of an Apartment Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Apartment Owner to enforce such right, provision, covenant or condition in the future.

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(e) All rights, remedies and privileges granted to the Association or an Apartment Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or by Law.

XVI. LIENS

1. Protection of Property. All liens against an Apartment other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon an Apartment shall be paid before becoming delinquent.

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

3. Notice of Suit. Apartment Owners shall give notice to the Association of every suit or other proceeding which will or may affect the title to his Apartment or any other part of the Property, such notice to be given within five (5) days after the Apartment Owner receives notice thereof.

4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

5. The Association shall maintain a register of all permitted mortgages.

XVII. PROVISIONS PERTAINING TO DEVELOPER

For so long as the Developer continues to own any of the Apartments the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Developer from any obligations of an Apartment Owner to pay assessments as to each Apartment owned by it, in accordance with the Condominium Documents.

1. For so long as the Developer holds any Apartment for sale in the ordinary course of business, at least one member of the Board of Directors of the Association shall be selected by the Developer and such members as may be selected by the Developer need not be residents in the Buildings.

2. The Developer at the time of the recording of this Declaration of Condominium, is the owner in fee simple of all of the real property and individual condominium Apartments together with any appurtenances thereto. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, mortgage, or lease units to any persons approved by it. Said Developer shall have the right to transact on the condominium property any business necessary to consummate sale of units, including, but not limited to, maintain models, have signs, employees in the office, use the Common Elements, and to show Apartments. A sales office, signs, and all items pertaining to sales shall not be considered

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Common Elements and shall remain the property of the Developer. In the event that there are unsold Apartments, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners save for the right to sell, lease or mortgage, as contained in this paragraph.

3. This Article shall not be subject to amendment.

XVIII. AMENDMENT

Except as herein otherwise provided, the Condominium Documents may be amended in the following manner:

1. Declaration. Amendments to the Declaration shall be proposed and adopted as follows:

- (a) Notice. Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the notice of any meeting at which a proposed amendment is considered.

- (b) Resolution. A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Apartment Owners meeting as members of the Association and after being proposed and approved by either of such bodies, must be approved by the others. Directors and Apartment Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than seventy-five (75%) percent of the Directors and seventy-five (75%) percent of the Apartment Owners and their mortgagees.

- (c) Recording. A copy of each amendment shall be certified by at least two (2) officers of the association as having been duly adopted and shall be effective when recorded in the Public Records of Broward County, Florida. Copies of the same shall be sent to each Apartment Owner and his mortgagee in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

2. No amendment may change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the unit shares the common expenses and owns the common surplus unless the record owner of the unit and all record owners of liens on it join in the execution of the amendment.

3. Association Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws of the Association shall be amended in the manner provided by such documents.

XIX. TERMINATION

The Condominium shall be terminated, if at all, in the following manner:

1. The termination of the Condominium may be effected by the agreement of all Apartment Owners and First Mortgagees, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the Public Records of Broward County, Florida.

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2. Destruction. If it is determined in the manner elsewhere provided, that the property shall not be reconstructed after casualty, the Condominium Plan of Ownership will be terminated and the Condominium Documents revoked. The determination not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Broward County, Florida.

3. Shares of Apartment Owners after termination. After termination of the Condominium, the Apartment Owners shall own the Property as tenants in common in undivided shares and the holders of mortgages and liens against the Apartment or Apartments formerly owned by such Apartment Owners shall have mortgages and liens upon the respective undivided shares of the Apartment Owners. Such undivided shares of the Apartment Owners shall be set forth in Exhibit B. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the Apartment Owners and their First Mortgagees in proportion to the amount of the assessments paid by each Apartment Owner. The costs incurred by the Association in connection with a termination shall be a Common Expense.

4. Following termination, the Property may be partitioned and sold upon the application of any Apartment Owner. If the Board of Directors following a termination, by not less than a three-fourths vote, determines to accept an offer for the sale of the Property, each Apartment Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the Property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

5. The members of the Board of Directors acting collectively as agents for all Apartment Owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Association itself may be dissolved upon a termination.

XX. COVENANTS RUNNING WITH THE LAND

All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every Apartment and the appurtenances thereto; and every Apartment Owner and claimant of the Property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents.

XXI. CAPTIONS

Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Condominium Documents.

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XXII. GENDER, SINGULAR, PLURAL

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

XXIII. SEVERABILITY

If any provision of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of Florida, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 22nd day of June, 1978.

Attest:

SEA ESTA CONDOMINIUM, INC.

Kim Mann
Secretary

By: Osnardo Drago
Osnardo Drago, President

Signed, sealed and delivered
in the presence of:

Sally Warren
Margit D. Seldner

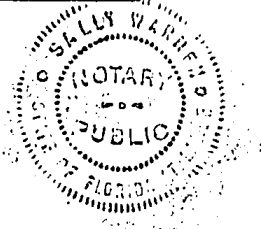
ACKNOWLEDGMENT

STATE OF FLORIDA

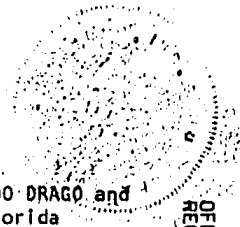
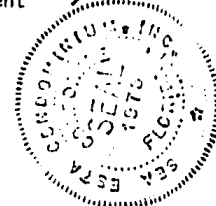
COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared OSNARDO DRAGO and KIM MANN, President and Secretary of SEA ESTA CONDOMINIUM, INC., a Florida corporation, and they acknowledged to and before me that they executed the foregoing instrument as such President and Secretary of said corporation and that they acted within the full extent of their authority.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Ft. Lauderdale, Florida, on this 22nd day of June, 1978.



Sally Warren
Notary Public
My commission expires: 8-11-81



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SEA ESTA CONDOMINIUM

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2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 22

SEA ESTA CONDOMINIUM

DEERFIELD BEACH
FLORIDA

[illegible]

BASEMENT FLOOR PLAN

land surveyors
planners
consulting engineers
4449 north dade highway
pompano beach, florida
942-3400 3304

SEA ESTA CONDOMINIUM

<u>UNIT NO.</u>	<u>DECIMAL PERCENTAGE</u>
1	0.0322
2	0.0322
3	0.0322
4	0.0322
5	0.0319
6	0.0557
7	0.0322
8	0.0322
9	0.0322
10	0.0324
11	0.0933
12	0.0708
13	0.0705
14	0.0379
15	0.0552
16	0.0933
17	0.0709
18	0.0703
19	0.0375
20	0.0549
TOTAL:	1.0000

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Exhibit B

State of Florida

DEPARTMENT OF STATE • DIVISION OF CORPORATIONS

I certify that the following is a true and correct copy of Articles of Incorporation of SEA ESTA CONDOMINIUM ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 21, 1978, as shown by the records of this office.

The charter number for this corporation is 742151.



GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
22nd day of March, 1978.

James G. Smathers
SECRETARY OF STATE

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ARTICLES OF INCORPORATION
of
SEA ESTA CONDOMINIUM ASSOCIATION, INC.

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, 1963, and certify as follows:

ARTICLE I

Name

The name of the corporation shall be SEA ESTA CONDOMINIUM ASSOCIATION, INC. For convenience the corporation shall herein be referred to as the Association.

ARTICLE II

Purpose

1. The purpose for which the Association is organized is to provide an entity pursuant to the Condominium Act for the operation of SEA ESTA, a condominium located upon the following described lands in Broward County, Florida:

Lots 16, 17, 18 and 19, in Block 6, according to the plat thereof, recorded in Plat Book 4, page 4, in the Public Records of Broward County, Florida.

2. The Association shall make no distributions of income to its members, Directors, or officers.

ARTICLE III

Powers

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

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

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CORPORATIONS DIVISION
TALLAHASSEE, FLORIDA

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2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to, the following:

- (a) To make and collect assessments against members to defray the costs, expenses and losses of the condominium.
- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) The maintenance, repair, replacement and operation of the condominium property.
- (d) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as apartment owners.
- (e) The reconstruction of improvements after casualty and the further improvement of the property.
- (f) To make and amend regulations respecting the use of the property in the condominium.
- (g) To approve or disapprove of proposed purchasers, lessees and mortgagees of apartments.
- (h) To enforce by legal means the provisions of the Condominium Act, condominium documents, these Articles, the By-laws of the Association and the regulations for the use of the property in the condominium.
- (i) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.

3. The Association shall not have the power to purchase an apartment of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

4. All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held in trust for the benefit of the members in accordance with the provisions of the condominium documents.

5. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the Property.

ARTICLE IV

Members

The qualification of members, the manner of their admission and voting by members shall be as follows:

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1. All record owners of apartments in the condominium shall be members of the Association, and no other persons or entities shall be entitled to membership.

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

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

4. Voting by the members of the Association shall be on the basis of one (1) vote per condominium unit, and shall be exercised in accordance with the Declaration of Condominium and the By-laws of the Association.

ARTICLE V

Directors

1. The affairs of the Association will be managed by a board of not less than three nor more than nine Directors as shall be determined by the By-laws, and in the absence of such determination shall consist of three Directors.

2. Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the By-laws except that for so long as Sea Esta Condominium, Inc., or its successors is the owner of not less than ten (10) apartments, it shall have the right to elect a majority of the Directors who need not be residents of the condominium and for so long as said corporation is owner of not less than four (4) apartments it shall have the right to elect at least 40% of the Directors who need not be residents of the condominium.

3. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-laws.

4. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified or

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until removed are as follows:

Name	Address
Osnardo Drago	3211 S.W. 44th St., Ft. Lauderdale, Fla.
Irving Jablon	3211 S.W. 44th St., Ft. Lauderdale, Fla.
Kim Mann	3211 S.W. 44th St., Ft. Lauderdale, Fla.

ARTICLE VI

Officers

Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

Name	Address
Osnardo Drago, President	3211 S.W. 44th St., Ft. Lauderdale, Fla.
Irving Jablon, Treasurer	3211 S.W. 44th St., Ft. Lauderdale, Fla.
Kim Mann, Secretary	3211 S.W. 44th St., Ft. Lauderdale, Fla.

ARTICLE VII

Indemnification

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE VIII

By-laws

The By-laws of the Association shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided by the By-laws. Bylaws adopted by the Board of Directors may be repealed or changed, new bylaws may be adopted by the shareholders, and the shareholders may prescribe in any bylaw made by them that such bylaw shall not be altered, amended, or repealed by the Board of Directors.

ARTICLE IX

Amendments

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

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

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other. Such approvals must be by 75% of all of the Directors and by not less than 75% of the members of the Association. Directors and members not present at the meeting considering the amendment may express their approval in writing.

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

ARTICLE X

Corporate Existence

1. This corporation shall continue to exist so long as the Condominium shall be in existence.

2. The Association shall be terminated by the termination of the Condominium in accordance with the provisions of the Declaration of Condominium and related documents.

ARTICLE XI

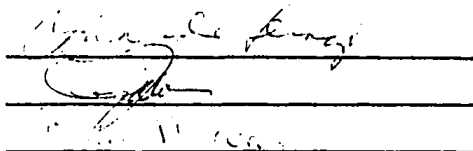
Subscribers

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

Osnardo Drago
Irving Jablon
Kim Mann

3211 S.W. 44th St., Ft. Lauderdale, Fla.
3211 S.W. 44th St., Ft. Lauderdale, Fla.
3211 S.W. 44th St., Ft. Lauderdale, Fla.

IN WITNESS WHEREOF the subscribers have hereto affixed their signatures
this 16 day of February, 1978.



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STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, the undersigned authority, personally appeared OSNARDO DRAGO, IRVING JABLON and KIM MANN, who after being sworn acknowledged that they executed the foregoing Articles of Incorporation for the purposes therein expressed this 16 day of February, 1978.

Sally Warren
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG. 11 1980
BONDED THRU CENTRAL INS. UNDERWRITERS

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ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
SEA ESTA CONDOMINIUM ASSOCIATION, INC.

TO: Department of State
Tallahassee, Florida 32304

APPROVED
AND
FILED
JUN 22 10 57 AM 1978
FLORIDA DEPT. OF STATE
CORPORATIONS DIVISION
TALLAHASSEE, FLORIDA

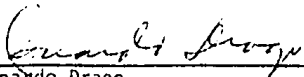
Pursuant to the provisions of Section 607.187 of the Florida Statutes, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

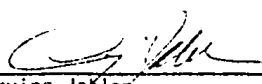
1. The name of the corporation is Sea Esta Condominium, Inc.
2. Article V Directors, paragraph 2, is amended to read:

Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the Bylaws; provided, however, that so long as Sea Esta Condominium, Inc., or its successors holds any units for sale in the ordinary course of business it shall be entitled to elect at least one member of the Board of Directors.

3. The amendment was adopted May 15, 1978.
4. This amendment was made by the incorporators before the issuance of any shares.

SEA ESTA CONDOMINIUM ASSOCIATION, INC.


Osnaído Drago


Irving Jablon


Kim Mann

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BY-LAWS
of
SEA ESTA CONDOMINIUM ASSOCIATION, INC.

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

1. Identity

These are the By-laws of SEA ESTA CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on February _____, 1978 and subject to the Charter granted by the Secretary of State and the Declaration affecting the land and all improvements thereon known as SEA ESTA, a condominium. The Association has been organized for the purpose of administering a condominium upon the following lands in Broward County, Florida:

Lots 16, 17, 18 and 19, in Block 6, according to the plat thereof, recorded in Plat Book 4, page 4, in the Public Records of Broward County, Florida.

(1) The office of the Association shall be at 2060 N. E. 1st Street, Deerfield Beach, Florida.

(2) The fiscal year of the Association shall be the calendar year.

(3) The seal of the corporation shall bear the name of the corporation, the word "seal", the words "Corporation not for profit" and the year of incorporation.

2. Members

(1) The annual members' meeting shall be held at the office of the corporation at 8 o'clock P.M., eastern Standard Time, on the second Monday in March of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members; provided, however, if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding day.

(2) Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from one-third of the entire membership.

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

(4) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum.

(5) The vote of the owners of an apartment owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the owners of the apartment and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purpose.

(6) Vote may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

(7) Approval or disapproval of an apartment owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

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

(9) The order of business at annual members' meetings, and, as far as practical at all other members' meetings, shall be:

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

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3. Directors.

(1) The Board of Directors shall consist of not less than three persons nor more than nine as is determined from time to time by the members. Each member of the Board of Directors shall be either the owner of an apartment, have an interest therein or in the event of corporate ownership, any officer or designated agent thereof.

(2) Election of directors shall be conducted in the following manner:

- (a) Members of the Board of Directors shall be elected by a plurality of the votes cast at the annual meeting of the members of the Association.
- (b) Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining directors.
- (c) Anything herein contained to the contrary notwithstanding, for so long as SEA ESTA CONDOMINIUM, INC., a Florida corporation, holds any apartment for sale in the ordinary course of business, at least one member of the Board of Directors of the Association shall be selected by the Developer and such members as may be selected by the Developer need not be residents in the Buildings.

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

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

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

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

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

(8) A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire board. The acts of the board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration of Condominium. If at any meeting of the Board of Directors there be less than a quorum present, the majority of these present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

(9) The presiding officer of directors' meetings shall be the President. In the absence of the presiding officer the directors present shall designate one of their number to preside.

(10) Directors' fees, if any, shall be determined by the members.

4. All of the powers and duties of the Association shall be exercised by the Board of Directors including those existing under the common law and statutes, the Articles of Incorporation of the Association, and the documents establishing the condominium. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include but shall not be limited to the following:

(1) To make and collect assessments against members to defray the costs of the condominium.

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

(3) The maintenance, repair, replacement and operation of the condominium property.

(4) The reconstruction of improvements after casualty and the further improvement of the property.

(5) To make and amend regulations respecting the use of the property in the condominium.

(6) To approve or disapprove proposed purchasers, lessees and mortgagees of apartments in the manner provided by the condominium documents.

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(7) To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-laws of the Association, and the regulations for the use of the property in the condominium.

(8) To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association.

(9) To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartment subject to such liens.

(10) To carry insurance for the protection of apartment owners and the Association against casualty and liabilities.

(11) To pay the cost of all power, water, sewer and other utility services rendered to the condominium and not billed to owners of individual apartments.

(12) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

5. Officers.

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

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

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

(4) The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all

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

(5) The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

(6) The compensation of all officers and employees of the Association shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium.

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

(1) Assessment roll. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each apartment. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments.

(2) Budget.

(a) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the following items:

(1) Common expense budget:

- (i) Maintenance and operation of common elements
- (ii) Utility services
- (iii) Casualty insurance
- (iv) Liability insurance
- (v) Administration

(2) Proposed assessments against each member:

(b) Copies of the proposed budget and proposed assessments shall be transmitted to each member on or before January 1 of the year

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for which the budget is made. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member concerned.

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

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

(5) Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

7. Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and By-laws of the corporation or with the Statutes of the State of Florida.

8. Amendments to the By-laws shall be proposed and adopted in the following manner:

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

(2) A resolution adopting a proposed amendment must receive approval of two-thirds of the votes of the entire membership of the Board of Directors and 75% of the votes of the entire membership of the Association. Directors and members not present at the meetings considering the amendment may express their approval in writing.

(3) An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies it must be approved by the other.

(4) An amendment when adopted shall become effective only after being recorded in the Public Records of Broward County, Florida.

(5) These by-laws shall be amended, if necessary so as to make the same consistent with the provisions of the Declaration of Condominium.

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The foregoing were adopted as the By-laws of SEA ESTA CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on February ____, 1978.

Secretary

APPROVED:

President

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RULES AND REGULATIONS

1. The sidewalks, entrances, passages, and stairways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

2. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Apartment Owner on any part of the outside or inside of the premises or building without the prior written consent of the Association.

3. No awnings or other projections shall be attached to the outside walls of the building, and no blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the premises, without the prior written consent of the Association.

4. Children under twelve (12) years of age shall not be allowed in the pool area unless accompanied by an adult.

5. The premises are equipped with a trash container and garbage and refuse must be placed in the container provided.

6. The Association may retain a pass key to the premises. No Apartment Owner shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Association or the Association's agent. In case such consent is given, the Apartment Owner shall provide the Association with an additional key for the use of the Association pursuant to its right of access to the demised premises.

7. No servants or employees of the Association shall be sent out of the building by any Apartment Owner at any time for any purpose.

8. No Apartment Owner shall allow anything whatever to fall from the windows or doors of the premises, nor shall sweep or throw from the premises any dirt or other substance onto any of the passageways, ventilators or elsewhere in the buildings or upon the grounds.

9. No garbage cans, supplies, milk cartons or other articles shall be placed on the walkways, balconies, or on the staircase landings, nor shall anything be hung from the windows, or balconies, or placed upon the window sills. Neither shall clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors.

10. No Apartment Owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of other Apartment Owners. No Apartment Owner

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shall play upon, or allow to be played upon, any musical instrument or operate or allow to be operated a phonograph, television set, or radio in the apartment between the hours of eleven o'clock P.M. and the following eight o'clock A.M. if the same shall disturb or annoy other occupants of the building. No Apartment Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time.

11. No radio or television installation shall be made without the written consent of the Association. Any aerial erected on the roof or exterior walls of the building without the consent of the Association, in writing, is liable to removal without notice.

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WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 19____,
between SEA ESTA CONDOMINIUM, INC., a Florida corporation, having its principal
place of business in the County of Broward, State of Florida, Pary of the First
Part, and

whose permanent address is

Pary____ of the Second Part,

WITNESSETH, that the said Party of the First Part, for and in consideration of
the sum of Ten Dollars and other valuable considerations to it in hand paid, the
receipt of which is hereby acknowledged, has granted, bargained and sold to the
said Part____ of the Second Part, _____ heirs and assigns forever, the following
described land, situate, lying and being in Broward County, Florida:

Apartment Number _____ of SEA ESTA CONDOMINIUM, a Condominium
according to the Declaration thereof, dated _____, 1978,
recorded _____, 1978 in Official Record Book _____,
page _____, of the Public Records of Broward County, Florida,
together with all of the appurtenances thereto, all according
to said Declaration of Condominium and exhibits thereto,

SUBJECT TO all of the provisions of the Declaration of Condominium and
exhibits attached thereto, and any and all restrictions, reservations, easements
and limitations of record, and governmental zoning, which the Part____ of the
Second Part assume and agree to perform and abide by.

ALSO SUBJECT TO all taxes and special assessments levied subsequent to the
year 19____.

And the said Party of the First Part does hereby fully warrant the title to said
land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents
to be signed in its name by its President and Secretary, and its seal to be affixed,
the day and year above written.

Attest:

SEA ESTA CONDOMINIUM, INC.

Secretary

By _____
President

Signed, sealed and delivered
in our presence:

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ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY, that on this day personally appeared before me an officer duly authorized to administer oaths and take acknowledgments, _____, President, and _____, Secretary, to me well known and known to me to be the individuals described in an who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at _____ day of _____, 197__.

Notary Public

My commission expires:

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RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR