

INDEX TO DECLARATION OF CONDOMINIUM

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BAYVIEW VILLAGE "A", A CONDOMINIUM

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PROPOSED  
DECLARATION OF CONDOMINIUM

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BAYVIEW VILLAGE "A", A CONDOMINIUM

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

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

1. DEFINITIONS.

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

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

B. "Association" or "Corporation" means BayView At The Township Condominium Association, Inc., a Florida corporation not for profit responsible for the operation of the Condominium.

C. "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the benefit of its members.

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

E. "Articles" and "Bylaws" means the Articles of Incorporation and the Bylaws of the Association as they exist from time to time.

F. "Central System" means a closed circuit television system, telecommunication system, a master antennae system and community antennae television system and related ancillary services as described in Article 26.P. hereof.

G. "Committee" means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board to make recommendations to the Board or take action on behalf of the Board.

H. "Common Elements" means that portion of the Condominium Property not included in the Units. Common Elements shall include the items described in Article 4 hereof.

I. "Common Expenses" means the expenses of administration, maintenance, operation, repair, replacement, or protection of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association and any other expense, whether or not included in the foregoing designated as common expense by the Condominium Act, or this Declaration, the Articles or the Bylaws.

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

K. "Condominium", "the Condominium", or "this Condominium" means BayView Village "C", a Condominium.

L. "Condominium Building" means the structure which comprises that part of the Condominium Property within which the Units are located.

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

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

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

P. "Developer" means Minto Builders (Florida), Inc., a Florida corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Condominium. In the event of such partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

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

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

S. "Mortgagee" means the Developer or a generally recognized and duly authorized institutional lender such as a bank, savings and loan association, insurance company, mortgage company, real estate or mortgage investment trust, which owns or holds a first mortgage encumbering a Condominium Parcel. "Mortgagee" also includes the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Veterans Administration and Federal Housing Administration or any other lender, or its loan correspondent or agency of the United States Government holding, guaranteeing or insuring a first mortgage on a Condominium Parcel.

T. "Operation" or "Operation of the Condominium" means and includes the administration and management of the Condominium Property.

U. "Special Assessment" means any assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.

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

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

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

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

A. The name of this Condominium is BAYVIEW VILLAGE "A", A CONDOMINIUM.

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

(1) An undivided share in the Common Elements.

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

(3) An undivided share in the Common Surplus.

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

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

(6) The use of such storage closet or closets, if any, as may be assigned for the Unit Owner's exclusive use, as further described in Article 26.L. hereof.

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

D. When a Unit is leased, a tenant shall have all use rights in the Association Property and those Common Elements otherwise readily available for use generally by Unit Owners and the Unit Owner shall not have such rights except as a guest. The foregoing shall not interfere with the Unit Owner's rights of access as a landlord under the laws of Florida.

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

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

G. Subject to and except as provided by the provisions of Article 20.C. of this Declaration, Units shall only be used as single-family residences by the Owners thereof, their family members and guests in accordance with rules and regulations of the Association. Family shall mean and refer to (i) a group of natural persons related to each other by blood or legally related to each other by marriage or adoption, or (ii) a group of not more than four (4) persons not so related who maintain a common household in a Unit.

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

A. The undivided share in the Common Elements which is appurtenant to a Unit shall not be separated therefrom and shall

pass with the title to the Unit, whether or not separately described.

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

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

#### 4. COMMON ELEMENTS.

A. Common Elements include the following:

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

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

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

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

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

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

B. The undivided share in the Common Elements, Common Expenses and Common Surplus appurtenant to each Unit is 1/24.

#### 5. LIMITED COMMON ELEMENTS.

A. There may be Limited Common Elements appurtenant to Units in this Condominium, as specified herein or reflected by the survey, plot plan, and graphic description of improvements, attached as Exhibit "B" hereto, which may include, but not be limited to, patios, balconies, storage closets and air conditioning compressors or other components, if located within the Condominium Property which are specifically designated and

delineated. Such Limited Common Elements shall only exist if and to the extent specifically shown as such on Exhibit "B" hereto, or expressly created as such herein. Such Limited Common Elements are reserved for the use of the Units to which they are appurtenant to the exclusion of other Units, and there shall pass with a Unit as an appurtenance thereto the exclusive right to use the Limited Common Elements so appurtenant or assigned.

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

6. DESCRIPTION OF PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP.

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

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

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

7. AMENDMENTS TO PLANS.

A. The Developer shall have the right, without the consent or approval of the Board of Administration or other Unit Owners to provide additional and/or expand and/or alter recreational or other commonly used facilities, provided such alterations, additions or improvements are not inconsistent with the terms and provisions of the Condominium Act and the applicable Rules of the

Florida Department of Business Regulation. The Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make interior alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or nonstructural, ordinary or extraordinary (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the improvements) and (ii) change the layout or number of rooms in any Developer owned Units as more particularly described in the Offering Circular. The Developer shall have the further right, without the consent or approval of the Board of Administration or other Unit Owners, to make such interior alterations in, to or upon any Developer owned Units and/or to recreational or other commonly used facilities in order to comply with design and construction guidelines adopted under applicable federal, state and local laws, ordinances, rules and regulations with respect to accessibility for handicapped persons. In making the above alterations, additions and improvements to the Units, the Developer may relocate or alter Common Elements adjacent to such Units, provided that such relocation or alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Developer's rights set forth in this Article 7.A. shall not impair, prejudice or materially alter or modify the rights of Unit Owners in a manner that is adverse to such Unit Owners, or impair or prejudice the rights or interests of any Mortgagee, and such rights shall be exercised by Developer in a fair and reasonable manner as not to destroy the general design and scheme of the Condominium Building.

B. The Amendment of this Declaration reflecting authorized alteration of plans by Developer as provided in Article 7.A. above need be signed and acknowledged only by the Developer, and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not their joinder is elsewhere required for other amendments. Without limiting the generality of Article 8 below, the provision of this Article 7 may not be added to, amended or deleted without prior written consent of the Developer.

C. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements or any Limited Common Elements without the prior written consent of the Board of Administration. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement to the Common Elements or Limited Common Elements within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental

authorities having jurisdiction and with any conditions imposed by the Board of Administration, with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

The approval of the Board of Administration to any proposals or plans and specifications or drawings for any work done or proposed shall not be deemed to constitute a waiver of any right to withhold approval as to any similar proposals, plans and specifications or drawings subsequently or additionally submitted for approval. No member of the Board of Administration shall be liable to any Unit Owner or other person by reason of mistake in judgment, failure to point out deficiencies in proposals or plans and specifications or drawings or any other act or omission in connection with the approval of proposals or plans and specifications or drawings.

A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance from and after the date of installation or construction thereof as may be required by the Board of Administration. Unless expressly permitted in writing by the Board of Administration, the installation of any floor covering, other than padded carpeting or well padded vinyl tile, is prohibited. In any event, Unit Owners shall have the duty of causing there to be placed underneath such covering, so as to be between any such covering and the floor of the Unit, generally accepted and approved material for diminution of noise and sound, so that the floors shall be adequately soundproofed according to general architectural and engineering standards presently observed in the community.

#### 8. AMENDMENT OF DECLARATION.

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

(1) Subject to the provisions of Article 7 above, no amendment shall change the configuration or the size of any

Unit in any material fashion, materially alter or modify the appurtenances to such Unit, nor change the proportional percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus unless the record owner of the Unit and all Mortgagees thereon shall join in the execution of such amendment;

(2) No amendment shall be passed which shall materially affect the rights or interests of any Mortgagee without the prior written consent of such Mortgagee;

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

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

The consent or joinder of some or all Mortgagees of Units to or in amendments to this Declaration shall not be required unless the requirement is limited to amendments materially affecting the rights or interests of the Mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and unless the requirement provides that such consent may not be unreasonably withheld. Except as to amendments: (a) described in this Article 8 A(1) above, (b) required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation and (c) amendments permitting the creation of time-share estates in any Unit of the Condominium, it shall be presumed that all other amendments to this Declaration do not materially affect the rights or interests of any Mortgagee.

The acquisition of property by the Association, and material alterations or substantial additions to such property or the Common Elements by the Association, in accordance with the provisions of the Act or Articles 9(E)(11) and 11 of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances to the Units.

B. Notwithstanding any provisions contained herein to the contrary, and to the extent permitted by law, the Developer may, without the consent of Unit Owners, record any of the following amendments to this Declaration and any Exhibits thereto:

(1) Any amendment to correct a scrivener's error, provided that the Developer is in control of the Association;

(2) Any amendment which may be required by any governmental authority having jurisdiction over the Condominium Property and/or The Township;

(3) Any amendment which may be required by a Mortgagee; and any such amendment shall supersede any conflicting provisions contained in this Declaration or any Exhibit hereto.

The above described amendments by the Developer shall neither impair or prejudice the rights and interests of any Mortgagee without the prior written consent of such Mortgagee nor impair, prejudice or materially alter or modify the rights of any Unit Owner in a manner that is adverse to such Unit Owner without such Unit Owner's prior written consent. Any of the above described amendments shall be fair and reasonable and consistent with the terms and provisions of the Condominium Act and the applicable Rules of the Florida Department of Business Regulation. Any of such amendments need be executed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners, lienors or Mortgagees, whether or not elsewhere required for amendments.

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

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

A. The operation of the Condominium shall be vested in the Association. The Association has been organized as a Florida corporation not for profit and a copy of its Articles of Incorporation are attached hereto and made a part hereof as Exhibit "C."

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

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

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

E. The powers and duties of the Association shall include those set forth in the Articles, the Bylaws, the Condominium Act, the Florida General Corporation Act, the Florida Not For Profit Corporation Act, and this Declaration and shall include, but not be limited to, the following:

(1) The irrevocable right of access to each Unit at reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the terms of this Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

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

(3) The power to levy and collect Special Assessments and other charges and surcharges from Unit Owners.

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

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

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contract, if any, and the acts of the Board of Administration and Officers of the Association in entering into such agreement, are hereby ratified, confirmed, approved and adopted.

(6) The power to adopt reasonable rules and regulations: (a) for the maintenance and conservation of the Condominium Property, (b) for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations, (c) regarding the frequency, time, location, notice and manner of inspections of records and the copying of such records and (d) to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Unit Owners. However, no rule or regulation shall in any way affect any of the rights, privileges, powers or options of the Developer without the prior written consent of the Developer, so long as Developer is in control of the Association.

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

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

(9) The power to charge a use fee against a Unit Owner for the exclusive use of Common Elements or Association Property.

(10) The power to contract with a cable operator licensed by the City of Coconut Creek or Broward County to provide cable television service on a bulk rate basis to Unit Owners.

(11) The power to acquire title to property or otherwise hold, convey, lease and mortgage Association Property for the use and benefit of the Unit Owners.

(12) The power to acquire hold, convey, lease or encumber personal property shall be exercised by the Board of Administration.

(13) The power to purchase any land or recreation lease upon the approval of Unit Owners owning not less than 80% of the Units represented at any meeting at which a quorum has been attained.

F. Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements, unless at least two-thirds of the Mortgagees (based upon one vote for each

first mortgage owned), or Owners (other than the Developer) have given their prior written approval, the Association shall not be entitled to:

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

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

(3) Partition or subdivide any Unit;

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

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

#### 10. BYLAWS.

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

#### 11. MAINTENANCE: LIMITATION UPON IMPROVEMENT.

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

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

C. No Unit Owner shall do anything within his Unit or on the Common Elements which would adversely affect the safety or soundness of the Common Elements or any portion of the Association Property or Condominium Property which is to be maintained by the Association.

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

E. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical, plumbing, heating and air-conditioning equipment, fixtures and outlets, if any, within the Unit or the Limited Common Elements or belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein, and shall be in accordance with the original plans and specifications therefor or as otherwise directed by the Board of Administration. Additionally, each Unit Owner shall pay all charges for utility services metered directly to his Unit. The obligation to maintain and repair the following specific

items shall be the responsibility of the Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units or are Limited Common Elements: where a Limited Common Element consists of a terrace or balcony, the Unit Owner who has the right to the exclusive use of the terrace or balcony shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said area, if any, storage closets, if any, and the fixed and/or sliding glass door(s) in the entrance way(s) or other portions of said area, if any, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs, if any.

F. If any of the Unit Owners fail to maintain the Limited Common Elements as provided in this Declaration, the Association shall have the power to provide for such maintenance and to charge such Unit Owners for the costs of same. If this Declaration is amended to provide for the Association to maintain certain Limited Common Elements at the expense of only those entitled to use the Limited Common Elements, such costs shall be apportioned equally among those Unit Owners entitled to use the Limited Common Elements; and in such event, the Association may use the provisions of Article 13 of this Declaration to enforce payment of such costs by those Unit Owners entitled to use the Limited Common Elements.

G. The Board shall adopt hurricane shutter specifications for the Building, which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. Notwithstanding any provision to the contrary in this Declaration, if approval is required hereunder, the Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The installation, replacement, and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the Common Elements.

## 12. COMMON EXPENSES AND COMMON SURPLUS.

A. Common Expenses shall include the expenses of the operation, maintenance, repair, replacement, or protection of the Common Elements and Association Property, the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract, costs of carrying out the powers and duties of the Association and any other expense whether or not included in the foregoing, designated as Common Expenses by the Condominium Act, this Declaration, the Articles, or the Bylaws.

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

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

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

A. The Association, through its Board of Administration, shall have the power to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association in the manner provided in the Bylaws, the Assessments shall include monies required for the payment of reserves for capital expenditures and deferred maintenance. The Assessment shall initially be made for one year periods, but shall be payable in advance, in quarterly installments, on the first day of each calendar quarter; however, the Board of Administration shall have the power to establish other collection procedures. In addition, the Association shall have the power to levy Special Assessments against Units in their respective percentages if a deficit should develop in the payment of Common Expenses during any period that the level of Assessments has not been guaranteed by the Developer.

B. A Unit Owner, regardless of the manner in which he acquired title to his Unit including, without limitation, a purchaser at a judicial sale, shall be liable for all Assessments while he is the Owner of a Unit. The grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for his share of the Common Expenses up to the time of such voluntary conveyance. The liability for Assessments or Special Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements, services or recreation facilities, or by abandonment of the Unit against which the Assessment or Special Assessment was made. A Mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the Mortgagee's receipt of the deed. However, the Mortgagee's liability is limited to a period not exceeding six months, but in no event does the Mortgagee's liability exceed 1% of the original mortgage debt. The Mortgagee's liability for such Common Expenses or Assessments does not commence until 30 days after the date the Mortgagee received the last payment of principal or interest. In no event shall the Mortgagee be liable for more than six months of the Unit's unpaid Common Expenses or

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Assessments accrued before the acquisition of the title to the Unit by the Mortgagee or 1% of the original mortgage debt, whichever amount is less.

C. Assessments and installments thereof not paid when due shall bear interest from the due date until paid at the maximum rate allowed under Florida law. The Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25.00 or 5% of each installment of the Assessment (and Special Assessment to the extent allowed by law), for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment, (and/or Special Assessment, to the extent allowed by law). The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee shall neither be subject to the provisions of Florida's interest and usury laws nor the provisions of the Condominium Act dealing with the levy of fines against a Unit.

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

E. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also bring an action to recover a money judgment for unpaid Assessments without waiving any claim of lien. The Association shall be entitled to recover its reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid assessments. If a Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the

pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action. The Association may bid in the Condominium Parcel at foreclosure sale and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Condominium Parcel so acquired.

F. Any Mortgagee or other purchaser acquiring title to a Condominium Parcel as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Condominium Parcel, whether or not such Condominium Parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

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

H. Except as provided in this Article 13.H., no Unit Owner other than the Developer as expressed below may be excused from the payment of his proportionate share of Common Expenses unless all Unit Owners are likewise proportionately excused from such payment. The Developer hereby guaranties to each Unit Owner that the Assessment for Common Expenses will not increase over \$139 per month per Unit, which is the amount set forth in the estimated operating budget for the first year of operation delivered to each Unit Owner by the Developer. Such guaranty, subject to Developer's right to extend the guaranty period as hereinafter provided, shall be in effect for the period from the date of recording hereof until the earlier of (i) the date 12 months following the recording hereof or (ii) the date upon which the Developer shall cease to control the Association (the "Guaranty Period") in accordance with Article 4.14 of the Bylaws. So long as Developer is still in control of the Association, Developer shall have the right to extend the initial 12-month period following the recording of this Declaration for an additional 12 months, but not later than the date Developer shall cease to control the Association. Accordingly, in accordance with the provisions of Section 718.116 of the Condominium Act, the Developer shall be excused from the payment of its share of the Common Expenses which would have been assessed against Units owned by the Developer during the Guaranty Period. The Developer shall pay any amount of Common Expenses incurred during the Guaranty Period and not produced by (a) the Assessments at the guarantied level receivable from other Unit Owners and (b) such other Association income as is allowed pursuant to the Condominium Act (i.e., during the Guaranty Period, the Developer shall contribute an amount of money to the Association sufficient

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to eliminate any deficit between (y) Assessments collectible from Unit Owners other than the Developer, plus such other Association income, and (z) the actual Common Expenses of the Condominium.

I. If any unpaid share of Common Expenses or Assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or Assessments are Common Expenses collectible from all the Unit Owners.

#### 14. TERMINATION OF CONDOMINIUM.

A. Except as otherwise provided in Article 14.B. below, if all Unit Owners and the holders of all liens and mortgages upon all of the Condominium Parcels execute and duly record an instrument terminating the Condominium, or if "major damage" occurs as defined in and subject to Article 23.A.(2)(b) hereof, the Condominium Property shall be removed from the provisions of the Condominium Act and thereafter owned in common by the Unit Owners. The undivided interest in the Property owned in common by each Unit Owner shall then be the percentage of the undivided interest previously owned by such Unit Owner in the Common Elements, and any liens which encumbered any Condominium Parcel shall be transferred to said undivided interest of the Unit Owner in the Property. All easements provided in this Declaration shall survive the termination of the Condominium.

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

#### 15. EQUITABLE RELIEF.

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

16. LIMITATION OF LIABILITY.

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

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

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

17. LIENS.

A. Subsequent to the recording hereof and while the Condominium Property remains subject hereto, no liens of any nature shall be valid against the Condominium Property (as distinguished from individual Units) without the unanimous consent of the Unit Owners.

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

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

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18. REMEDIES FOR VIOLATION.

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

19. EASEMENTS.

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

B. The Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the Condominium Building or minor inaccuracies in construction, which easements shall continue until such encroachments no longer exist. If the Condominium Property is destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments shall exist. If any portion of the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements contained in the Condominium Property, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists. The Association shall have an easement over all Condominium Property for the maintenance and repair of any Common Element, provided such activity does not materially adversely affect the substantial use of any Unit by its Owner.

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

their Units, irrevocably nominate, constitute and appoint the Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such instrument executed pursuant to this Article shall recite that it is made pursuant to this Article.

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

E. An easement shall exist for pedestrian traffic over, through and across that portion of the Common Elements improved with sidewalks, paths and walks (including grass covered open space) and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes. All of such easements shall be without charge and shall be for the use and benefit of all members of the Association, as well as the invitees of such members. Developer hereby grants to delivery, pick-up and fire protection services, police and other authorities of the law, United States carriers, representatives of electrical, telephone and other utilities authorized by Developer to service the Condominium and representatives of cable television, and to such other persons as Developer from time-to-time may designate, the non-exclusive, perpetual right of ingress and egress over, through and across such portions of the Common Elements for the purposes of performing their authorized services and investigation. Such easements shall survive any termination of this Declaration.

F. Developer hereby grants to the Association, as an appurtenance to the Condominium Property, for the use and benefit of all members of the Association and those guests of such members as the Association shall from time to time permit pursuant to rules and regulations duly adopted by the Association, an easement (the "Easement" ) over the property described in Exhibit "E" attached hereto ( the "Easement Property"). Use of the Easement Property shall be exclusively for (i) members of the Association (and their guests as previously provided ), and (ii) the Developer and any persons or entities designated by the Developer. It is intended that the

Developer will construct on the Easement Property a parking area and pool/recreational facility together with related improvements including lighting and landscaping. Use of any portion of the Easement Property by members of the Association is limited to those purposes as are reasonably consistent with the nature of the improvements constructed thereon by Developer. For example, paved roadways may be used for pedestrian and vehicular traffic; a pool may be used for swimming, etc. Use of the Easement Property by Developer may be for any purpose whatsoever, including, but not limited to, construction work and marketing of any property being developed by Developer. Developer may place further easements on the Easement Property not inconsistent with the grant of the Easement to the Association.

The Developer shall have the right to convey to the Association by quitclaim deed, without charge, fee title to all or any portion(s) of the Easement Property from time to time and all improvements constructed thereon (whether such improvements are specifically described above or not), and the Association shall accept such conveyance(s). However, such conveyance shall be deemed to include a reservation of easement in favor of the Developer over the property conveyed, whether or not expressly reserved in the instrument of conveyance, which easement shall be for any use, without charge, necessary or convenient for the Developer's further development or marketing of land within The Township and not materially adversely affecting the use of the property by members of the Association as such use was made on the date of the conveyance.

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

G. [Reserved]

H. The Developer and the Board of Administration, on their behalf and on behalf of the Association and all Unit Owners (each of whom hereby appoints the Developer and the Association as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric, gas, water distribution or waste water collection or other utility or service or other

easements, or relocate any existing easements or drainage facilities in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operations and maintenance of the Condominium Building, or any portion thereof, or The Township or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. The Board of Administration, subject to the prior consent of the Developer, which consent shall be required until Developer has conveyed title to the last condominium unit (or residential dwelling unit other than a condominium unit) to be built at The Township, or such earlier time as may be determined in the sole discretion of Developer, has the authority without the joinder of any Unit Owners, to grant, modify or move any easement, subject to the provisions of the easement, if the easement constitutes part of or crosses the Common Elements or Association Property or serves the Condominium. The foregoing does not authorize the Board of Administration to modify, move or vacate any easement created in whole or in part for the use or benefit of anyone other than the Unit Owners, or crossing the property of anyone other than the Unit Owners without the consent or approval of those other persons having the use or benefit of the easement, as required by law or by the instrument creating the easement, but does authorize the Board of Administration to act for the Unit Owners with regard to any such easement.

## 20. SALE OR LEASE.

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

require, deliver to the Unit Owner the deposit required under the terms of such agreement and shall then be obligated to close the sale of the Unit in accordance with the terms and conditions thereof. Election of the Association to exercise the said option shall be stated in a certificate executed by the Association, which shall be recorded in the Public Records of Broward County, Florida, by and at the expense of the proposed purchaser or transferee.

B. Notwithstanding anything herein or any rule or regulation of the Association to the contrary, the Developer shall be irrevocably empowered without any limitation at all times, whether for permanent or temporary occupancy, to sell or transfer Units owned by the Developer or such person, as the case may be, under any terms to any purchasers or transferees without the consent of any person including the Association being required. The Association shall not have the option to purchase or lease any Unit as provided in Sections A and C, respectively, of this Article 20 with respect to any lease, sale, or transfer of a Unit in connection with the foreclosure of a mortgage by a Mortgagee (or the acceptance of a deed in lieu of foreclosure) or with respect to any sale or transfer by a Mortgagee or other party who acquired the Unit in connection with such foreclosure or deed in lieu of foreclosure. The provisions of this section may not be amended without the consent of the Developer, so long as the Developer owns a Unit in the Condominium.

C. Except as provided below, Units shall not be leased without the prior written approval of the Association of both the lease and lessee. The Association has the right to require that a substantially uniform form of lease be used. The provisions of the Condominium Act, this Declaration, the Articles, the Bylaws and the rules and regulations of the Association shall be deemed expressly incorporated into any lease of a Unit. No lease shall be for a period of less than six (6) months, and the proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased, unless the proposed lessees fall within the definition of family, as family is defined in Article 2.G.i. of this Declaration. Subleases of Units are prohibited. Units shall not be leased more than once in any six (6) month period. Notwithstanding the lease of his Unit, the liability of the Unit Owner under this Declaration shall continue. The Association must either approve or disapprove a lease and lessee within ten (10) days after its receipt of a request for such approval, which request shall be accompanied by such information as the Board may reasonably require. One of the grounds for the Association's disapproval of a lease of a Unit may include a Unit Owner being delinquent in the payment of an Assessment (or Special Assessment, to the extent allowed by law) at the time approval is sought. If approved, a recordable Certificate of Approval shall be executed by the Association at the expense of the lessee. If the Association fails to give the

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Unit Owner written notice of its approval or disapproval of the proposed lease and lessee, the proposed lease and lessee shall be deemed approved. The Association shall have the option to require any lessee to post a deposit, not in excess of one month's rent, into an escrow account maintained by the Association as security for damage to the Common Elements or Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this Article 20.C. shall be handled in the same fashion as provided in the Florida Residential Landlord and Tenant Act.

## 21. ENFORCEMENT OF MAINTENANCE.

In the event a Unit Owner or any guest, tenant or family member of a Unit Owner causes any damage to the Common Elements, Limited Common Elements, or Easement Property (or any improvements on any of them), the Association shall have the right to charge the Unit Owner and the Unit for the sums necessary to repair such damage.

## 22. INSURANCE.

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

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

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

B. Coverage. The following coverage shall be required:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the

remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of any Unit and may be enforced by such Mortgagee.

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

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

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

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

## 23. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

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

(1) Common Elements. If the damaged improvement is part of the Common Elements, the damaged property shall be reconstructed or repaired unless it is determined in the

manner elsewhere provided that the Condominium shall be terminated.

(2) Condominium Building:

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

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

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

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

C. Responsibility. If the damage is only to those portions of a Unit or Units for which the responsibility of maintenance and repair is that of the Unit Owner(s), then the Unit Owner(s) shall be responsible for reconstruction and repair after casualty. In all other instances, it shall be the Association's responsibility to reconstruct and repair after casualty.

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

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

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

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

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

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

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

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

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

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

EX-20034-P60324

be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

24. EXECUTION OF DOCUMENTS REQUIRED BY GOVERNMENT.

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

25. EMINENT DOMAIN OR CONDEMNATION PROCEEDING.

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

26. GENERAL PROVISIONS.

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

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

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

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

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

D. The failure of the Developer, or the Association, or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter. The Association may levy against any Owner a fine in an amount provided for in the Bylaws, and any amendments thereto, for any single violation of the requirements of this Declaration, the Bylaws, or any rule or regulation promulgated thereunder, after having been notified by the Association of such violation, provided notice and opportunity to be heard is provided as required by Rules of the Department of Business Regulation, State of Florida.

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

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

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

H. Developer, formerly known as Tartan Minto Corporation, a Florida corporation, recorded that certain Declaration of Covenants, Conditions and Restrictions of the Township in Official Records Book 8760, at Page 924 ("Master Declaration"), and that certain Declaration of Class "B" Residential Covenants, Conditions and Restrictions, in Official Records Book 8760, at

Page 973 ("Class "B" Declaration"), all of the public records of Broward County, Florida. Article II of the Master Declaration and Article II of the Class "B" Declaration both provide that the Condominium Property may be subjected to said declarations by filing in the public records of Broward County, Florida, an appropriate supplemental Declaration extending the operation and effect of said declarations to the Condominium Property. Accordingly, Developer does hereby declare that the Master Declaration and Class "B" declaration, and the covenants, conditions and restrictions contained therein shall be covenants running with the Condominium Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Condominium Property or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time owning or holding an interest in the Condominium Property.

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

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

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

(3) Partition or subdivide any Unit;

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

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

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

K. Parking for Unit Owners shall be located on the Easement Property. Prior to the time that all of the Easement Property ultimately to be utilized for parking (as determined by the Developer) is conveyed to the Association by the Developer, the Developer shall have the exclusive right to (i) assign parking spaces for the exclusive use of particular Units and (ii) change assignments so long as each Unit is assigned at least one space at all times. During this time, the Association shall have no rights to assign or modify the Developer's parking assignments. When all of the Easement Property ultimately to be utilized for parking is conveyed to the Association by the Developer, the Developer's rights as above set forth in this Article 26.K. shall terminate and the Board of Administration of the Association shall have the right to assign and modify the exclusive parking assignments; provided, however, at least one parking space is assigned for the exclusive use of each Unit at all times. Any damage to a parking space incurred during the time a space is assigned for the exclusive use of a Unit (e.g., pot holes caused by dripping fluids) shall be repaired by the Association but the cost of such repair shall be paid by and charged against the Unit to which such space was exclusively assigned.

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

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

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

O. The rights of the Developer under this Declaration, the Articles, or Bylaws may be assigned any number of times, in whole or in part. Any partial assignee shall not be deemed the Developer and shall have no rights other than those expressly assigned. No assignee shall have any liability for any acts of the Developer, or any prior developer, unless such assignee is assigned and agrees to assume such liability.

P. Developer reserves and retains to itself, its successors and assigns: (i) the title to any closed circuit television system, telecommunication system, master antennae system, community antennae television system (collectively the "CATV Service", which comprises part of the Central System hereinafter defined) and related ancillary services and to the equipment including but not limited to conduits, wires, amplifiers, towers, antennae and related apparatus and electronic equipment both active and passive (the "Central System") in and upon the Condominium Property and a perpetual easement for the placement and location of the Central System including, but not limited to conduits, wires, amplifiers, towers, antennae and related apparatus and electronic equipment, both active and passive, and (ii) a perpetual easement for ingress to and egress from the Condominium Property to service, maintain, install, repair and replace the aforesaid apparatus and equipment; and (iii) the right to connect the Central System to such receiving source as Developer may in its sole discretion deems appropriate, including, without limitation, companies licensed to provide the CATV Service in the City of Coconut Creek or Broward County, for which service Developer, its successors and assigns or designees shall have the right to charge the Association and/or individual Unit Owners a reasonable fee not to exceed the maximum allowable charge for CATV Service to single family residences as charged within the general vicinity.

The Unit Owners acknowledge that the Central System described in this Section 26.P., includes but is not limited to the CATV Service as well as the ancillary services which may include security; medical, smoke and fire alert; information retrieval

and so forth. Such Central System is offered as part of Developer's endeavor to provide a total environment to the Unit Owners and enhance the "way-of-life" at The Township.

## 27. RIGHTS OF MORTGAGEES.

A. Upon written request to the Association by a Mortgagee, or the insurer or guarantor of any first mortgage encumbering a Unit, such Mortgagee, insurer or guarantor, if its request specifies the name, address and factual basis of entitlement of the requesting party, in addition to any other rights provided herein, shall be entitled to prompt written notice of:

(1) any condemnation or casualty loss that affects either a material portion of the Condominium Property or any Unit encumbered by its Mortgage;

(2) any sixty (60) day delinquency in the payment of Assessments, Special Assessments or charges owed by the Unit Owner of any Unit on which it holds the Mortgage;

(3) a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) any proposed action which requires the consent of a specified percentage of Mortgagees.

B. Any Mortgagee, upon written request, shall be entitled to receive from the Association a financial report for the immediately preceding fiscal year.

C. Any Mortgagee who has registered its name with the Association shall be provided with written notice prior to the effective date of any proposed, material amendment to this Declaration, or the Articles or Bylaws.

D. In the event that any party which has financed the construction of the Condominium Property (the "Acquiring Party") acquires title to any Unit(s) owned by Developer (or on which Developer held a mortgage which was assigned to the Acquiring Party) as a result of the foreclosure of a mortgage(s) thereon or the giving of a deed in lieu of foreclosure or in satisfaction of debt, such party shall automatically succeed to all rights, benefits and privileges of Developer hereunder (and under the Articles of Incorporation, Bylaws and Rules and Regulations of the Association), except to the extent the Acquiring Party specifically disclaims any of such rights, benefits or privileges in a written notice to the Association. Notwithstanding the foregoing or anything to the contrary contained in this Declaration (or in the aforesaid Articles of Incorporation, Bylaws or Rules and Regulations), the Acquiring Party shall in no

manner be obligated or liable for any duties, obligations, warranties, liabilities, acts or omissions of Developer (i) occurring or arising from facts existing (regardless of when same became known or should have become known) prior to the date the Acquiring Party succeeds to the rights, benefits and privileges of Developer or (ii) otherwise not directly attributable to the Acquiring Party solely in its own right. The foregoing shall be in addition to, and not in derogation of, the Acquiring Party's rights, benefits and privileges as same may exist elsewhere in, under or in connection with this Declaration (or the aforesaid Articles of Incorporation, Bylaws or Rules and Regulations).

E. This Declaration, including the Articles, Bylaws and Rules and Regulations, may be enforced by any Mortgagee and shall be subject to the following:

(1) Breach of any of the covenants contained in this Declaration or the Bylaws and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by any Mortgagee. Any judgment rendered in any action or proceeding to enforce this Declaration or the Bylaws shall include a sum for attorneys' fees, in such amount as the court may deem reasonable, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

(2) The result of every act or omission whereby any of the covenants contained in this Declaration or the Bylaws are violated in whole or in part is hereby declared to be and shall constitute a nuisance, and every remedy allowed at law or in equity with respect to nuisances, either public or private, shall be applicable and may be exercised by any Mortgagee.

(3) The remedies herein provided for breach of the covenants contained in this Declaration or in the Bylaws shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(4) The failure of the any Mortgagee to enforce any of the covenants contained in this Declaration or in the Bylaws shall not constitute a waiver of the right to enforce any other covenants or the same covenant(s) thereafter.

IN WITNESS WHEREOF, this Declaration of Condominium has been duly executed on this 28th day of June, 1993.

Signed and sealed  
in the presence of:

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

Harry Binnie  
B.A. McCauley

By: Michael Greenberg  
Michael Greenberg, President

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF BROWARD )

ss:

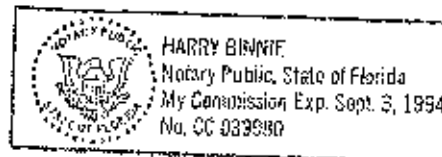
The foregoing instrument was acknowledged before me this 28th day of June, 1993 by Michael Greenberg as President of Minto Builders (Florida), Inc., a Florida corporation, on behalf of the corporation.

Notary Public, State of Florida  
at Large

Name of Notary Public: Harry Binnie

My Commission Expires:

(NOTARY SEAL)



EX20834PG1332

EXHIBIT "A"

-ID-

DECLARATION OF CONDOMINIUM  
OF  
BAYVIEW VILLAGE "A", A CONDOMINIUM

LEGAL DESCRIPTION OF CONDOMINIUM PROPERTY

EX200834PG0333

EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OF  
BAYVIEW VILLAGE "A", A CONDOMINIUM

LEGAL DESCRIPTION:

A PORTION OF TRACT C, TARTAN COCONUT CREEK PHASE IV, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 130, PAGE 25, PUBLIC RECORDS, BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID TRACT C; THENCE SOUTH 89°59'54" EAST ALONG THE NORTH BOUNDARY OF SAID TRACT C FOR 708.75 FEET; THENCE SOUTH 00°00'06" WEST FOR 467.25 FEET; THENCE NORTH 89°59'54" WEST FOR 56.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°00'06" WEST FOR 38.75 FEET; THENCE NORTH 89°59'54" WEST FOR 20.00 FEET; THENCE SOUTH 00°00'06" WEST FOR 98.03 FEET; THENCE NORTH 89°59'54" WEST FOR 52.51 FEET; THENCE NORTH 71°59'54" WEST FOR 142.36 FEET; THENCE NORTH 08°47'17" WEST RADially TO THE NEXT DESCRIBED CURVE FOR 13.04 FEET; THENCE NORTHEASTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 63°12'37" FOR AN ARC DISTANCE OF 22.06 FEET; THENCE NORTH 18°00'06" EAST FOR 108.00 FEET; THENCE NORTH 81°10'47" EAST FOR 33.24 FEET; THENCE SOUTH 71°59'54" EAST FOR 134.28 FEET TO THE POINT OF BEGINNING;

488098480078

EXHIBIT "B"

-10-

DECLARATION OF CONDOMINIUM  
OF  
BAYVIEW VILLAGE "A", A CONDOMINIUM

SURVEY, PLOT PLAN, AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

BK20834 PG1338

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF  
BAYVIEW VILLAGE "A", A CONDOMINIUM

CERTIFICATION:

THE UNDERSIGNED SURVEYING FIRM CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS TO COMPRISE BUILDING 1, BAYVIEW VILLAGE "A", A CONDOMINIUM, IS SUBSTANTIALLY COMPLETE SO THAT THE MATERIAL WHICH COMPRISES THIS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF BAYVIEW VILLAGE "A", A CONDOMINIUM TOGETHER WITH THE PROVISIONS OF SAID DECLARATION OF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, ARE AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF SAID IMPROVEMENTS, AND THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT WITHIN THE CONDOMINIUM CAN BE DETERMINED FROM SAID MATERIALS. FURTHER ALL PLANNED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO BUILDING 1 AND COMMON ELEMENTS FACILITIES SERVING BUILDING 1 AS SET FORTH IN SAID DECLARATION ARE SUBSTANTIALLY COMPLETED.

CCL CONSULTANTS, INC.

6/1/93  
DATE

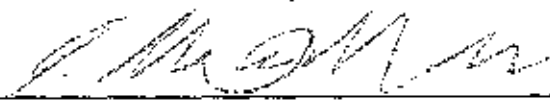
  
ISHMAEL S. MOHAMED  
REGISTERED LAND SURVEYOR NO. 2464  
STATE OF FLORIDA

EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OF  
BAYVIEW VILLAGE "A", A CONDOMINIUM

NOTES:

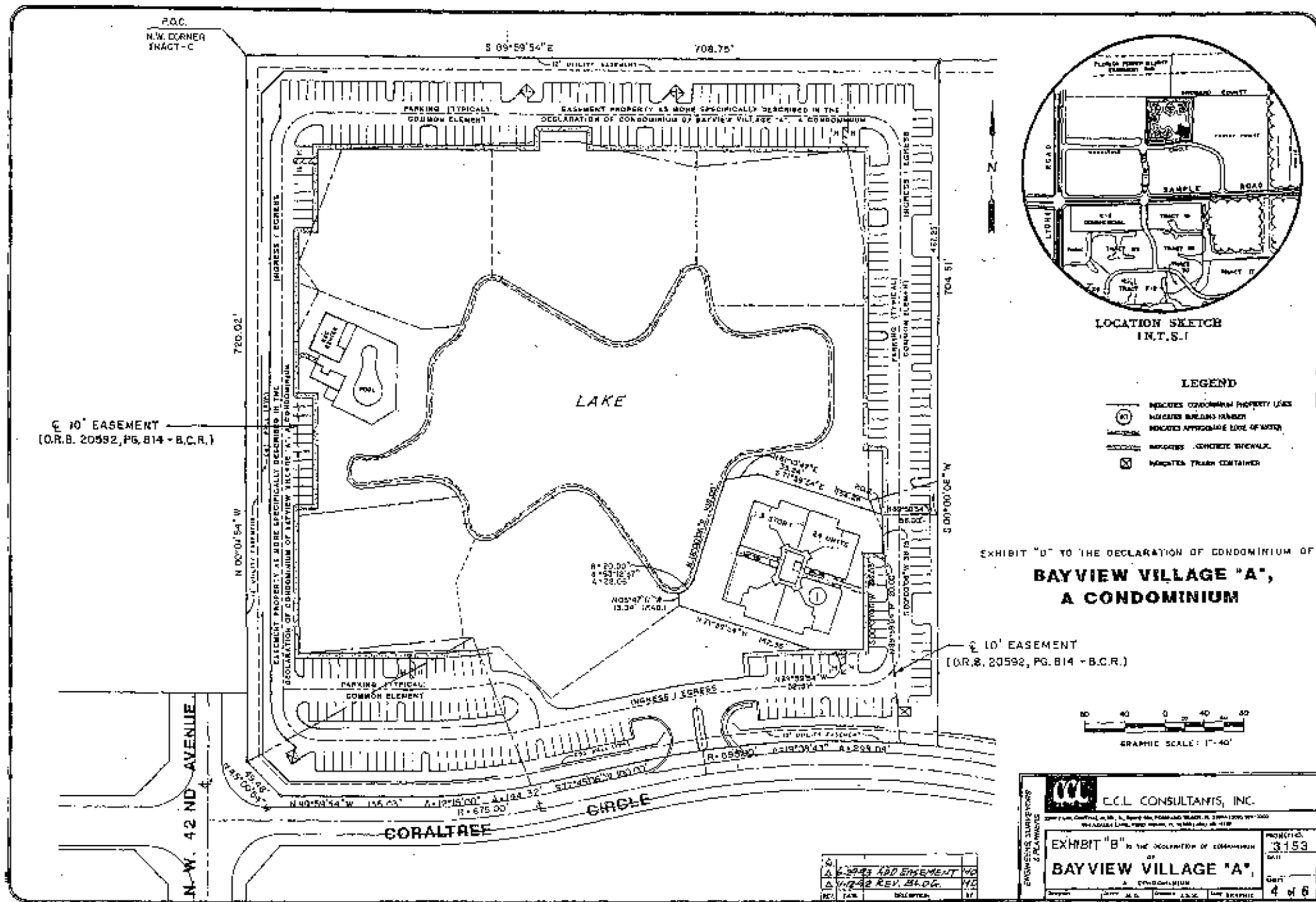
1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON WERE ABSTRACTED FOR EASEMENTS AND/OR RIGHTS-OF-WAY OF RECORD BY GOLD COAST TITLE COMPANY.
3. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL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

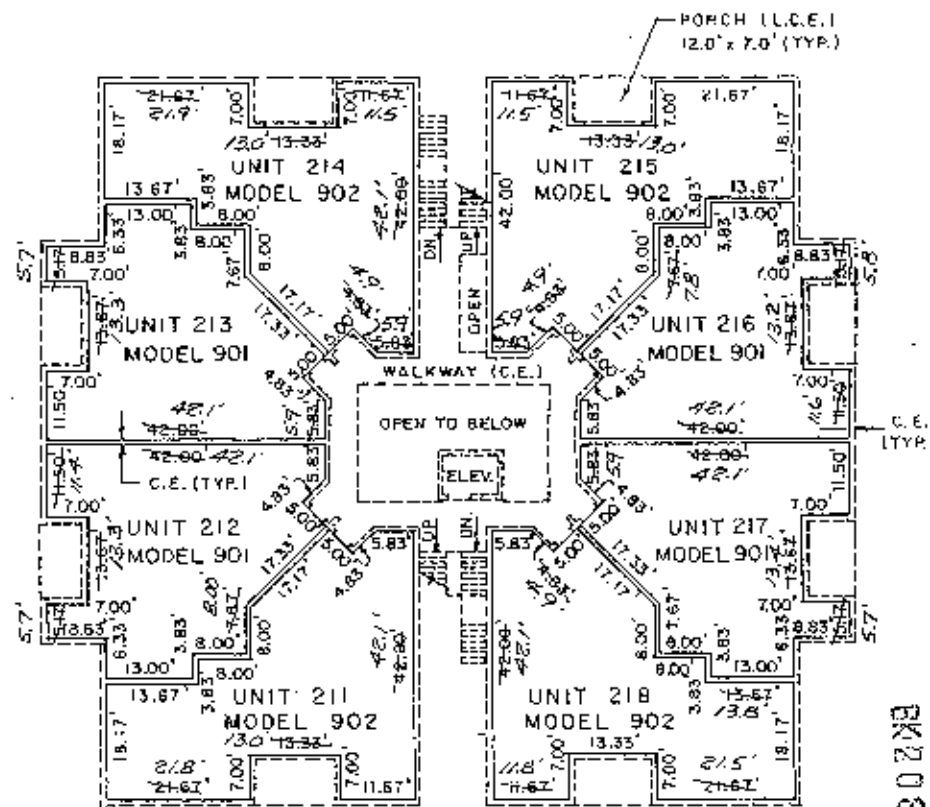
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SECOND FLOOR

MIN. UPPER LIMIT OF UNITS	33-45	ELEV. (N.G.V.D.)
MIN. LOWER LIMIT OF UNITS	25-20	ELEV. (N.G.V.D.)
	25-37	

LEGEND

- 1 THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY WIND  
2 ENGINEERING CONSULTANTS, INC. ARCHITECTURAL PLANS, SUPPLEMENTED BY HIGH  
3 FIELD SURVEY AND MEASUREMENTS AS DEEMED NECESSARY BY C&I  
4 CONSULTANTS INC.  
5 ALL WALLS ARE 0.65' THICK UNLESS OTHERWISE NOTED  
6 ELEVATIONS (WHERE DISCREPANCY SHOWN IN FEET, ARE BASED UPON  
7 MSL, SEA LEVEL DATUM  
8 FOR FURTHER INFORMATION REGARDING DIMENSIONS OF "NOT SHOWN" ITEMS  
9 SEE EXPLANATION OF THIS SYMBOLISM

- |                                        |
|----------------------------------------|
| INDICATES UNIT BOUNDARIES              |
| INDICATES CORRELATION UNCERTAINTY      |
| INDICATES CORRELATION CERTAINTY        |
| INDICATES UNIT CORRELATION UNCERTAINTY |
| INDICATES STRATA                       |
- (INDWD. ELEV.) INDICATES NATIONAL GEODETIC  
VERTICAL DATUM.

5-28-93 FINAL MD  
11-12-92 REVISED BLDG. MD

BLDG. NO. 1



C.C.L. CONSULTANTS, INC.

2200 PARK CENTRE BLVD., NORTH, SUITE 100  
POUNING BEACH, FL 33664

BAYVIEW VILLAGE "A"  
A CONDOMINIUM

PROJECT NO.

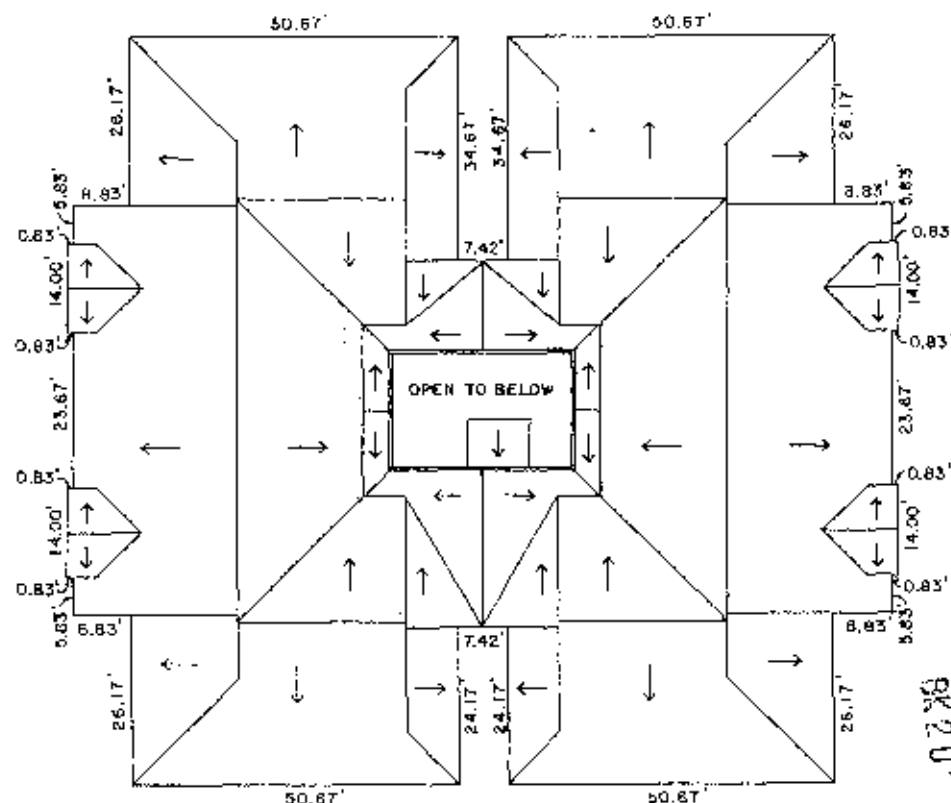
3135

12000	...
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100



ROOF PLAN 54.04

MIN. UPPER LIMIT OF ROOF	53.75	ELEV. (N.G.V.D.)
MIN. LOWER LIMIT OF ROOF	43.45	ELEV. (N.G.V.D.)

43.74

LEGEND

- THIS PLAN IS COMPILED FROM PLANS AND DATA FURNISHED BY UNITED STATES MILITARY ENGINEERING ARCHITECTURAL PLANS, SUPPORTED BY SLOPE FIELD SURVEY AND MEASUREMENTS AS DERIVED FROM IN-LOC CONSULTANTS
- ALL WALLS ARE 6" THICK UNLESS OTHERWISE NOTED
- ELEVATIONS (WHICH) ORIGINATED SHOWN IN FEET, ARE BASED UPON MEAN SEA LEVEL DATUM.
- FOR FURTHER INFORMATION REGARDING DETAILS OF THIS UNIT REFER TO THE DESCRIPTION OF THIS CONSTRUCTION

- INDICATES ON: 90.00 0.00  
 INDICATES 0.000000 ( 0.000000)  
 INDICATES 0.000000 ( 0.000000)  
 INDICATES 0.000000 ( 0.000000)  
 INDICATES 0.000000 ( 0.000000)

[N.G.M.D. ELEV.] INDICATES NATIONAL GEODETIC  
VERTICAL DATUM.

5-28-93 FINAL MD  
11-12-92 REVISED BLDG M.Z.

BLDG. NO. 1



C.C.L. CONSULTANTS, INC.

2200 PARK CENTRAL BLVD NORTH SUITE 401 (309) 974-2200  
POMPANO BEACH, FL 33064

BAYVIEW VILLAGE "A"  
A CONDOMINIUM

PROJECT NO.  
3135  
DATE  
2-2-81  
6 of 6